



**McClure Wellness**  
Creating Healthy Brain Habits

## **Website Terms of Use**

### **1. Ownership of Site; Agreement to Terms of Use**

These Terms and Conditions of Use (the “Terms”) apply to the McClure Wellness, PLLC website (“The Site”) located at [www.mcclurewellness.com](http://www.mcclurewellness.com). The Site is the property of McClure Wellness, PLLC (“The Practice”). BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

The Practice reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of The Site following the posting of changes will mean that you accept and agree to the changes.

### **2. Copyrights; Restrictions on Use**

The content on The Site (The “Content”), including without limitation, video, text, photos, and graphics, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by The Practice. The Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission; and you must abide by all copyright notices, information, or restrictions contained in or attached to any Content.

### **3. Links**

We may provide links to other websites or internet resources for your convenience only, and such links do not signify or imply our endorsement of such other website or resource or its contents over which we have no control and which we do not monitor. You use those links at your own risk and should apply a reasonable level of caution and discretion in doing so. You agree that we shall have no responsibility or liability for any information, software, or materials found at any other website or internet resource.

#### **4. Notice of Privacy Practices**

You should be aware of the content of our [Notice of Privacy Practices](#).

#### **5. Governing Law, Jurisdiction, and Jury Trial Waiver**

These Terms are governed by and shall be construed in accordance with the laws of the state of Vermont, United States of America, except to the extent preempted by or inconsistent with federal law. Further, you and The Practice agree to the exclusive jurisdiction of the federal or state courts located in Vermont, to resolve any dispute that is not subject to mandatory arbitration under the Arbitration Agreement below, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. To the fullest extent permitted by applicable law, the parties agree to waive any right to a jury trial.

#### **6. Dispute Resolution and Arbitration Agreement**

You and The Practice agree that any dispute, claim, or controversy between you and The Practice arising in connection with or relating in any way to these Terms, will be determined by mandatory binding individual arbitration. You and The Practice further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney fees and costs only where allowable under applicable law), except that the arbitrator may not award any relief, including declaratory and injunctive relief, benefitting anyone but the parties to the arbitration. This arbitration provision will survive termination of these Terms.

#### **7. Corrections**

There may be information on this Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on The Site at any time, without prior notice.

## **8. Medical Disclaimer**

The McClure Wellness, PLLC website is designed for general informational and educational purposes only and is not engaged in providing medical advice or professional services. The information offered through this website should not be used for diagnosing or treating a health problem or a disease. It is not a substitute for professional care. If you have or suspect you may have a health problem, you should consult your health care provider. The use of or reliance on any information contained on this website is solely at your own risk.

## **9. Contact Information**

If you have any questions about these Terms, please email us at [drlauren@mcclurewellness.com](mailto:drlauren@mcclurewellness.com).