



Terms of Use

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911

Last Revised Date: May 2023

Terms of Use

Radiant Health, on behalf of itself and its subsidiaries and affiliates ("Radiant Health") operates and maintains its website at GetRadiant.org (the "Site").

The following Terms of Use apply to your use of this Site. By using this Site, you agree to be bound by these Terms of Use, as they may be modified from time to time.

Not Medical Advice

The Site is not intended to provide medical advice. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition.

Privacy Policy

We collect, process, and use information about you as described in our Privacy Policy. This includes the use of cookies. By using the Site, you agree to the processing and the necessary cookies.

Intellectual Property

The Site and information contained on the Site is protected by copyright and other intellectual property rights. You may not create modified versions of the content of the Site, or copy the Site, without our prior written permission. You may not use information from the Site for commercial purposes without permission.

No Warranty; No Liability

All information contained on, or accessible through, this website is provided to you on an "as is" basis. Radiant Health does not warrant that it is accurate, complete, current, or reliable. To the fullest extent

permitted by law, Radiant Health disclaims all warranties, either express or implied, statutory or otherwise. You should not rely on information on the Site, and you use the Site at your own risk. We disclaim all liability related to your use of the Site, or your inability to use the Site.

Content

You may be permitted to upload certain information or content onto the Site. By uploading information onto the Site, you certify that you have the right to upload the information. You agree that you are solely responsible for the text, graphic images, or other information that you create, submit, post, or display on or through this Site (collectively, the "Content") and for the consequences of your actions.

Radiant Health reserves the right, but shall have no obligation, to pre-screen, review, flag, filter, modify, refuse or remove from this Site any Content or any other text, graphic images, or other information, including without limitation, comments posted to the Site. We have the right to disclose your identity and location to any third party who claims that any material uploaded or posted by you infringes any intellectual property right or breaches any confidentiality or privacy right. We are not responsible or liable for the content or accuracy of any content posted by you or any other user of the Site. We have the right to remove any content or information posted on the Site at any time.

Any Content posted on the Site by a user must:

- Not be illegal, inflammatory, defamatory, obscene, or hateful
- Not promote violence
- Not be sexually explicit
- Not promote discrimination based on race, religion, gender, nationality, disability, age, or similar characteristics
- Not infringe or breach the rights of any third party
- Not threaten, abuse, harass, embarrass, alarm, or seek to annoy another person
- Not seek to incite another to engage in any of the prohibited behaviors

- Not seek to sell goods or services of a third party
- Not misrepresent the source of the information
- Be truthful, fair and appropriate given the nature and purpose of the Site to educate and support the attainment of health and healthy behaviors

Permitted Uses of the Site

The Site may be used only for lawful purposes. The Site may not be used:

- To violate the law
- To harm or defraud anyone
- To send or transmit materials that could not be uploaded as content
- To transmit unsolicited promotional or advertising materials or spam
- To transmit any computer code, including (without limitation) any virus, worm, Trojan, time-bomb, logger, spyware, ransomware, or other harmful program or code that is intended, designed, or anticipated to cause harm or disruption to computers or networks
- To participate in a denial of service or other activity that is intended or likely to disrupt the efficient operation of the Site or any other website or computer network License from You

By submitting, posting, or displaying your Content on or through this Site, you grant, and represent that you have the right to grant, to Radiant Health a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, and sublicensable license to use, reproduce, adapt, modify, create derivative works from, translate, publish, publicly perform, publicly display, and distribute such Content. Radiant Health and its licensees shall also have the right to use your name in connection with their use of any such Content.

You further agree that Radiant Health has no obligation to respond to any inquiries, your Content is not provided to Radiant Health in confidence, and that your Content is created, submitted, posted or displayed gratuitously and without expectation of compensation. Without limiting any of Radiant Health's rights in the Content, you agree that Radiant Health will be free to consider, reproduce, use, disclose and distribute the Content to others, and to use the Content for any purpose including without limitation, developing, manufacturing, and marketing products incorporating such Content.

Indemnity

You agree to indemnify, defend, and hold Radiant Health and its suppliers or other applicable related parties, harmless from and against all claims, losses, liability, cost, and expenses (including attorneys' fees) arising from your violation of these Terms of Use or use or misuse of this Site, or from the use of any Data or any service, product, information or materials provided through this Site. Your obligations under this paragraph will survive your termination of access to or use of the Site.

Digital Millennium Copyright Act Notice

Radiant Health respects the rights of all copyright holders. If you believe your copyright has been infringed, you may notify Radiant Health in writing at:

Radiant Health
Attn: Compliance Department
505 N Wabash Ave
Marion, IN 46952
Call: 765-662-3971

Or email hello@getradiant.org

To be effective, your notice must include substantially the following, as provided for under the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512(c)(3):

- Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Radiant Health has adopted and reasonably implemented a policy that provides for the termination in appropriate circumstances of subscribers and account holders of Radiant Health's system or network who are repeat infringers.

Linking and Framing

You may place a link from the Site's home page on another website, in a fair and legal manner, so long as the link does not adversely affect the reputation of Radiant Health or the Site. The link may not suggest any endorsement or approval of the other website by Radiant Health. You may not link to another page on the Site. You may not frame the Site on any other website.

Third Party Websites

This Site may contain links to other websites and resources maintained by third parties. The linked sites are not under the control of Radiant Health, and Radiant Health is not responsible for any linked site or link contained in a linked site. These links are provided as a convenience only, and the inclusion of any link does not imply an endorsement, affiliation, or sponsorship by Radiant Health of that site. Any use of or reliance on any such information, content, and materials is at your own risk. Each linked site is responsible for having its own terms of use and privacy policy, which you should review carefully before using the linked site.

Submissions

You agree to provide true, accurate, current, and complete information about yourself when you elect to provide personal information to Radiant Health via this Site, including in connection with registering or creating an account at this Site. You also agree to maintain and promptly update any such information to keep it accurate. Without limiting the generality of the foregoing, you will not submit any false or misleading information (including without limitation names or other contact information) or impersonate any person. To protect your account, you shall keep your password confidential and take full responsibility for your own, and third party activities, that occur under or in connection with your account.

Enforcement of Terms of Use

In the event any of the provisions of these Terms of Use are held to be unenforceable, the remaining provisions shall be unimpaired, and the unenforceable provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These Terms of Use shall be subject to and do not alter any other agreements you have entered into with Radiant Health.

We have the right to determine whether there has been a violation of these Terms of Use. If we determine the Terms of Use have been violated, we have the right to determine the action that will be taken. The action to be taken may include (but not be limited to):

- Immediate termination of your right to use the Site. The termination may be temporary or permanent
- Immediate removal of any content posted by you to the Site
- Issuance of a warning or other communication to you
- Legal proceedings against you, including seeking of damages (including indemnity) recovering all costs and losses suffered as a result of your violation of the Terms of Use
- Other forms of legal proceedings against you
- Referral to law enforcement agencies for further action

We will not be liable for any damages which you may suffer as a result of the foregoing actions.

Applicable Law

This Site (excluding linked sites) is controlled by Radiant Health from its offices within the State of Indiana, United States of America. By accessing this Site, you agree that all matters relating to your use of this Site shall be governed by the statutes and laws of the State of Indiana, and the federal laws of the United States of America without regard to the conflicts of laws principles thereof. The application of the United Nations Convention of Contracts for the International Sale of Goods, and the model Uniform Computer Information Transactions Act approved by the National Conference of Commissioners on Uniform State Laws (as enacted and/or modified into any state law in the U.S.A.), are expressly excluded and shall not apply.

Amendments

We may change, amend, or discontinue this Site (or any portion thereof) at any time. We may also change these Terms of Use at any time without prior notice. We will post the revised Terms of Use on the Site with a changed "Last Revised" data, and your continued use of this Site after such changes have been posted will constitute your acceptance of the changes. You are expected to check this Site from time to time for changes to the Terms of Use, as they are binding on you.

If you have questions we can be contacted at hello@getradiant.org.