Poppy Wellness LLC, (dba Poppi Wellness + Bio – Optimization) owns and operates the websites located at www.poppi.bio. Your access and use of the Platform, any part thereof, or anything associated therewith, including its content (“Content”), any products or services provided through the Platform or otherwise by Poppy Wellness LLC, and any affiliated website, software or application owned or operated by Poppy Wellness LLC (collectively, including the Platform and the Content, the “Service”) is governed by these Terms and Conditions (“Terms and Conditions” or “Agreement”). Although accessible by others, the Service is intended for access and use only by U.S. customers.

Please read this Agreement carefully before accessing or using the Service because it sets forth the important terms you will need to know about the Service. In this Agreement, the terms “you” and “yours” refer to the person using the Service.

**IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL YOUR DOCTOR OR DIAL 911.**

**THE SERVICE IS NOT APPROPRIATE FOR ALL MEDICAL CONDITIONS OR CONCERNS.**

**THIS AGREEMENT IS SUBJECT TO CHANGE AS PROVIDED HEREIN.** If we need to change the terms of this Agreement in the future, we will post the updated Terms and Conditions through our Platform and update the “Last Updated” date to reflect the date of the changes. By continuing to access or use the Service after we post such changes, you agree to the terms of this Agreement, as modified.

**Acceptance of Terms and Conditions**
Your access to and use of the Service is subject to this Agreement, as well as all applicable laws and regulations. If you do not accept and agree to be bound by this Agreement in its entirety, you are strictly prohibited from visiting, accessing, registering with and/or using the Service or any information or Content provided through the Service, except as necessary to review this Agreement. Service is continually under development, and we reserve the right to revise or remove any part of the Service in our sole discretion at any time and without prior notice to you. Any changes to this Agreement are effective upon posting to the Platform. Unless otherwise indicated, any new Content added to the Service is also subject to this Agreement upon posting to the Platform. If you disagree with this Agreement or any terms or conditions herein, your sole remedy is to discontinue your use of the Service.

**Your Relationship with Us**
We are a service provider company that makes available to individuals who register as users of the Service (“Users”) certain products and services sold or offered by Poppy Wellness LLC or by third-party medical providers, pharmacies, or other vendors. Our Service provides access to prescription fulfillment services offered by several licensed pharmacies (the “Pharmacies”). We may also provide you with a means of connecting to one or more medical groups who provide healthcare services through the Platform (the “Medical Groups”). These medical groups employ or contract with physicians and allied health professionals who offer certain healthcare services through the Platform (“Providers”). By accepting this Agreement, you acknowledge and agree that any services you receive from the Pharmacies, Medical Groups or Providers through the Platform are also subject to this Agreement, and that the Pharmacies, Medical Groups and Providers are third-party beneficiaries of this Agreement.

Poppy Wellness LLC makes no representations or warranties about the suitability, reliability, timeliness or accuracy of the medical care and treatment provided by the Medical Groups or any Providers.

By accepting this Agreement, you acknowledge and agree that, the Medical Group and/or Providers may send you messages, reports, and emails via the Service regarding your diagnosis and/or treatment. You further understand and agree that it is your sole responsibility to monitor and respond to these messages, reports, and emails and that neither Poppy Wellness LLC nor the Medical Group nor any Provider will be responsible in any way and you will not hold Poppy Wellness LLC, Medical Group or any Provider liable for any loss, injury, or claims of any kind resulting from your failure to read or respond to these messages or for your failure to comply with any treatment recommendations or instructions from the Medical Group or your Provider(s).

You may provide to us, or cause to be provided to us on your behalf, personal information, including health information, that is subject to use by us in accordance with our Privacy Policy. Please refer to the “Privacy Policy” section and the “Protected Information” section below for additional information.

**Prescription Products**
Certain products available through the Platform require a valid prescription by a licensed healthcare provider. You will not be able to obtain a prescription product unless you have completed a consultation with one of the Providers.

**Limited Use and Availability**
Our Service is available to individuals in the United States, are at least eighteen (18) years of age or older, and have accepted this Agreement. By visiting, accessing, registering with, or using the Service, you are (a) representing and warranting to us that you satisfy all of these eligibility requirements, (b) agreeing to comply with all applicable laws in visiting, accessing, registering with our using the Service, and (c) agreeing that you will only use the Service for lawful purposes. Our Service is subject to state regulations and may change from time to time due to changes in applicable regulatory requirements.

Certain products available through the Service are subject to additional age restrictions, and not all products or services on our Platform are available to all ages.​

**Consent to Use of Telehealth Services**
Telehealth involves the delivery of healthcare services using electronic communications, information technology or other means between a healthcare provider and a patient who are not in the same physical location. While the provision of health care services using telehealth may offer certain potential benefits, there are also potential risks associated with the use of telehealth. The telehealth services are not a substitute for in-person health care in all cases. In order to use the Service, you will be required to review and agree to an informed consent regarding the use of telehealth (the “Patient Consent”). You agree that Poppy Wellness LLC is a third-party beneficiary of the Patient Consent and has the right to enforce it against you.

In some cases, the Service may not be the most appropriate way for you to provide information to, communicate with or seek medical care and treatment from a healthcare provider. For example, certain medical conditions may require an in-person procedure or a healthcare provider other than your Provider, or your Provider may determine that your diagnosis and/or treatment requires an in-person office visit or are otherwise not appropriately addressed through use of the Service. In such a case, you may receive notification stating that you will be unable to use the Service for the particular issue you submitted and providing additional information regarding next steps.

ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER BEFORE DECIDING TO START, ALTER, OR DISCONTINUE ANY COURSE OF CLINICAL TREATMENT OR THERAPY, OR FOR ANY QUESTIONS REGARDING YOUR MEDICAL CONDITION, YOUR DIET, OR THE USE (OR FREQUENCY) OF ANY MEDICATION OR MEDICAL DEVICE. DO NOT USE THE SERVICE AS A SUBSTITUTE FOR CONSULTING WITH YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER, AND DO NOT DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF ANY INFORMATION RECEIVED IN CONNECTION WITH OUR SERVICE.

**Duty to Provide Information, Access, and Connectivity**
You also have a duty to provide truthful, accurate and complete information in any forms or other communications you submit to or through the Service. We reserve the right to change the access configuration, including any software, hardware or other requirements of the Service at any time without prior notice.

**Privacy Policy**
Poppy Wellness LLC understands the importance of confidentiality and privacy regarding your personal information. Please see our Privacy Policy for a description of how we may collect, use, and disclose your personal information.

**Protected Information**
When you set up an account with Poppy Wellness LLC, you are creating a direct customer relationship with Poppy Wellness LLC that enables you to access and/or utilize the various functions of the Service as a user. As part of that relationship, you provide information to Poppy Wellness LLC, including but not limited to your name, email address shipping address and phone number, that we may collect, use and disclose in accordance with our Privacy Policy, and that we do not consider to be “health” or “medical” information.

However, in using certain components of the Service, you may also provide certain medical information that may be protected under applicable laws. Poppy Wellness LLC is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, “HIPAA”). It is important to remember that, while state-specific privacy laws may apply, HIPAA does not necessarily apply to an entity or person simply because there is health information involved. Poppy Wellness LLC is responsible for the safety of your “protected health information,” as defined under HIPAA. In addition, any medical or health information that you provide that is subject to specific protections under applicable state laws (collectively, with PHI, “Protected Information”), will be used and disclosed only in accordance with such applicable laws. However, any information that does not constitute Protected Information under applicable laws may be used or disclosed in any manner permitted under our Privacy Policy. Protected Information does not include information that has been de-identified in accordance with HIPAA.

**Registration: User Accounts, Passwords, and Security**
You agree to accurately maintain and update any information about yourself that you have provided to Poppy Wellness LLC. If you do not keep such information current, or fail to submit truthful, accurate and complete information, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your use of the Service. Poppy Wellness LLC explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section. YOU MAY NOT USE ANYONE ELSE’S ACCOUNT AT ANY TIME.

To help protect the privacy of data you transmit through the Service, where personally identifiable information is requested, we also use technology designed to encrypt the information that you input before it is sent to us using Secure Sockets Layer (SSL) technology or similar encryption technology. In addition, we take steps to protect the User data we collect against unauthorized access. However, you should keep in mind that the Service and our services are run on software, hardware, and networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control. In addition, persons with access to your computer, phone, or other mobile or other devices may be able to access the Service and information about you, including medical information, contained in the Service. It is your responsibility to affirmatively logout from your account when you are not actively using it. It is also your responsibility to secure and prevent unauthorized physical access to your computer, phone and other devices, and to protect the confidentiality of your username and password.

You must exercise caution, good sense, and sound judgment in using the Service. You are prohibited from violating, or attempting to violate, the security of the Service. Any such violations may result in criminal and/or civil penalties against you. Poppy Wellness LLC may investigate any alleged or suspected violations and if a criminal violation is suspected, Poppy Wellness LLC may cooperate with law enforcement agencies in their investigations.

**Digital Millennium Copyright Act Policy**
The Digital Millennium Copyright Act of 1998 (“DMCA“) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on this Website infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Web site, currently located at http://www.loc.gov/copyright. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to info@lotusmedspa.net.

**Use and Ownership of the Service**
Service and the information and Content available through the Service are protected by copyright laws throughout the world. Subject to your compliance with this Agreement, Poppy Wellness LLC grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your personal use. Unless otherwise specified by Poppy Wellness LLC in a separate license, your right to use any of the Service or the Content is subject to this Agreement and all rights in the Service and Content are reserved by Poppy Wellness LLC. You agree that Poppy Wellness LLC and its suppliers own all rights, title and interest in the Service (including but not limited to, any computer code, themes, objects, concepts, photographs, product descriptions, blog posts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, and documentation). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service. Poppy Wellness LLC stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Service are the trademarks of Poppy Wellness LLC and may not be used without permission, including in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Service are the property of their respective owners.

**License to Information Submitted via the Service**
Subject to any limitations on PHI described below, any information you transmit to Poppy Wellness LLC via the Service, whether by direct entry, submission, email or otherwise, including data, questions, comments, forum communications, or suggestions (collectively, “Submissions ”), will, to the extent permitted under applicable law, be treated as non-confidential and non-proprietary. Subject to any applicable account settings that you select, you grant Poppy Wellness LLC a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Submissions (in whole or in part) for the purposes of operating and providing the Service to you and to our other users. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Submissions has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you are responsible for all of Submissions that you provide to the Service. In addition to the foregoing, Poppy Wellness LLC shall have the right, in its sole discretion, to edit, duplicate, or alter the Submission in any manner for any purpose that Poppy Wellness LLC deems necessary or desirable, and you irrevocably waive any and all so-called moral rights you may have in the Submission. You further agree that you shall have no right of approval and no claim to compensation in connection with the Submission.

**Prohibited Use**
Any use or attempted use of the Service (i) for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, (iii) that could interfere with any other party’s use and enjoyment of the Service, (iv) to gain unauthorized access to any other accounts, computer systems, or networks connected to any server or systems through hacking, password mining or any other means, (v) to access systems, data, or information not intended by Poppy Wellness LLC to be made accessible to a user, (vi) to obtain any materials, or information through any means not intentionally made available by Lotus Med Spa, (vii) to reverse engineer, disassemble or decompile any section or technology on the Service, or (viii) for any use other than the business purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Service, you agree you will not: (a) upload or transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, or that may invade another’s right of privacy or publicity; (b) create a false identity or duplicative accounts for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Poppy Wellness LLC representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; (c) upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements); (d) upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, spyware or any other similar software or programs that may damage the operation of another’s computer or property of another; (e) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature; (f) use the Service’s communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text); (g) upload or transmit any unsolicited advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “phishing” or any other form of solicitation, commercial or otherwise; (h) violate any applicable local, state, national or international law; (i) upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party; (j) delete or revise any material posted by any other person or entity; (k) manipulate or otherwise display the Service by using framing, mirroring or similar navigational technology; (l) probe, scan, test the vulnerability of or breach the authentication measures of, the Service or any related networks or systems; (m) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any services or any contests, promotions or sweepstakes if you are not expressly authorized by such party to do so; (n) harvest or otherwise collect information about others, including email addresses; (o) use any robot, spider, scraper, or other automated or manual means to access the Service, or copy, download, distribute or reproduce any content or information on the Service; or (p) assist or permit any person in engaging in any of these activities.

Poppy Wellness LLC reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of a User’s access and/or account. Poppy Wellness LLC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Except as may be provided in the Privacy Policy or prohibited by applicable law, Poppy Wellness LLC reserves the right at all times to disclose any information as Lotus Med Spa deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Poppy Wellness LLC’s sole discretion.

**Right to Monitor**
Poppy Wellness LLC reserves the right to monitor general use of the Service at any time as it deems appropriate and to remove any materials that, in Poppy Wellness LLC sole discretion, may be illegal, may subject Poppy Wellness LLC to liability, may violate this Agreement, or are, in the sole discretion of Poppy Wellness LLC, inconsistent with Poppy Wellness LLC’s purpose for the Service.

**Third-Party Goods and Services**
Parties other than Poppy Wellness LLC, including Pharmacies, Medical Group and Providers (collectively, “Third-Parties”) provide services or sell products through the Service, and Poppy Wellness LLC may also make available to you for purchase certain services, devices, items or products manufactured, distributed or sold by Third-Parties (“Third-Party Goods and Services”). Your use of any Third-Party Goods and Services and any interactions with Third-Parties, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such use or interactions, are solely between you and such Third-Parties. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction involving Third-Parties or any Third-Party Goods and Services. You are solely responsible for, and shall exercise caution, discretion, common sense and judgment in, using the Service and disclosing personal information.

You agree that Poppy Wellness LLC shall not be responsible or liable for any loss or damage of any sort incurred as the result of your use of the Platform, any Third-Party Goods and Services or your interactions with any Third-Parties. In the event of any dispute between you and any Third-Party, any other User or any other entity or individual, you understand and agree that Poppy Wellness LLC is under no obligation to become involved in such dispute, and you hereby release and indemnify Poppy Wellness LLC, its affiliates and all of their respective contractors, directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys (collectively, “Poppy Wellness LLC parties”) from any and all claims, demands and/or damages (actual or consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes or the Service or the features and services therein. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

**Terms of Sale**
All products offered for sale by Poppy Wellness LLC are subject to availability and we reserve the right to impose quantity limits on any order or reject all or any part of an order without prior notice. In the event of an error, we reserve the right to correct the error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged. Prices for products are subject to change at any time, but changes will not affect any order for products you have already placed. You are responsible for any applicable sales, use, duty, customs or other governmental taxes, levies or fees (“Taxes”) due with respect to your purchase of products or services through our Service. We will collect applicable Taxes if we determine we have a duty to collect Taxes. We will present an estimate of Taxes we collect at checkout, except where we have clearly stated in writing that a price includes Taxes. The actual Taxes charged may be adjusted from the amount shown at checkout. Several factors may cause this, such as variances between processor programs and changes in tax rates. We are not required to, and do not, collect Taxes in all states. You may have a duty to directly report and pay Taxes if we do not collect such Taxes.

Only valid payment methods acceptable to us may be used to complete a purchase via the Service. You represent and warrant that you are authorized to use your designated payment method. You authorize us to charge your designated payment method for the total amount of your order (including any applicable taxes and shipping and handling charges). If any of the products in your order are unavailable, we will only charge the prices, Taxes and other applicable charges associated with the products that are included in the shipment. In connection with any purchase you make through the service, you may be asked to supply certain information relevant to the transaction, including, without limitation, your credit card number and expiration date, your billing address, your shipping address, your phone number and/or your email address. By submitting such information, you grant Poppy Wellness LLC without charge the irrevocable, unencumbered, universe-wide and perpetual right to provide such information to third parties (e.g., payment processing companies, buyers on the Service, sellers on the Service) for the purpose of facilitating the transaction.

All credit card, debit card and other monetary transactions on or through the Service occur through a physical stationary point of service device “POS”. You agree to pay any shipping and handling charges, if any, shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the changes applicable to you before you make your purchase. Any delivery dates or times shown as part of the checkout process are estimates only and are not guaranteed. Unless we state otherwise in writing via the Service, risk of loss or damage to a product passes to you upon delivery of the product to our designated carrier.

We reserve the right to remedy User issues and concerns on a case–by-case basis. We reserve the right, in our sole discretion, to resolve customer issues and concerns based on the facts and circumstances of each User.

**Termination**
Poppy Wellness LLC may terminate your use of the Service or any of our features or services at any time and for any reason without notice, including, for example, for conduct violating this Agreement, if our agreement with the Medical Groups or Pharmacies terminate or if we discontinue the Service. The provisions of this Agreement concerning Service security, prohibited activities, copyrights, trademarks, user submissions, disclaimers, limitation of liability, arbitration and resolution of Disputes, indemnity and jurisdictional issues shall survive any such termination or any other termination of this Agreement or your relationship with Poppy Wellness LLC. You agree that if your use of the Service is terminated pursuant to this Agreement, you will not attempt to use the Service under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold all Poppy Wellness LLC Parties harmless from any and all liability that any such Poppy Wellness LLC Parties may incur with respect thereto.

Except as otherwise provided in the Privacy Policy or as required by applicable law (including any obligation to provide access to health records), we have no obligation, whether before or after the termination of your use of the Service, to return or otherwise provide to you or any third party on your behalf any Content, any information you provide to us, any information your Providers provided to us about or relating to you, or any other information that we may have that relates to you.

**Disclaimers**
Content and other information contained on the Service is provided by Poppy Wellness LLC as a convenience. Users relying on Content or other information from the Service do so at their own risk.

THE SERVICE AND ANY INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SERVICE IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS. ANY ACCESS TO OR USE OF THE SERVICE IS VOLUNTARY AND AT THE SOLE RISK OF THE USER. THE Poppy Wellness LLC PARTIES AND EACH THIRD-PARTY OFFERING PRODUCTS OR SERVICES THROUGH THE SERVICE, INCLUDING THE MEDICAL GROUPS, THE PROVIDERS AND THE PHARMACIES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, SATISFACTORY QUALITY AND FITNESS FOR PARTICULAR PURPOSE WITH REGARD TO the SERVICE, AND WITH RESPECT TO ANY INFORMATION, CONTENT, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH the SERVICE OR THE PLATFORM. Lotus Med Spa DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR USEFULNESS OF THE SERVICE. Lotus Med Spa DOES NOT WARRANT THAT THE SERVICE WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, INTERFERENCES, IMPERFECTIONS, CORRUPTION, CYBER ATTACK, VIRUSES, MALWARE, OR ANY ADVERSE INCIDENT.

**Limitation of Liability**
TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE Poppy Wellness LLC PARTIES OR ANY THIRD-PARTY OFFERING PRODUCTS OR SERVICES THROUGH THE SERVICE, INCLUDING THE MEDICAL GROUPS, THE PROVIDERS AND THE PHARMACIES, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES, PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, OR WRONGFUL DEATH, LOSS OF DATA, LOST PROFITS, OR DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICE, INCLUDING ANY INFORMATION AND CONTENT MADE AVAILABLE THROUGH THE SERVICE OR ANY SERVICES PERFORMED BY ANY HEALTH CARE PROVIDERS THAT YOU CONNECT WITH VIA THE SERVICE (INCLUDING CLAIMS OF MEDICAL MALPRACTICE AGAINST THOSE HEALTH CARE PROVIDERS), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR MALPRACTICE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Lotus Med Spa HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Poppy Wellness LLC PARTIES SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED U.S. $1,00 .

ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE PLATFORM, SERVICE OR CONTENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM, SERVICE OR CONTENT IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE PLATFORM, SERVICE OR CONTENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT THAT WE MAY NOT DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

**Indemnification**
You agree to defend, indemnify, and hold the Poppy Wellness LLC Parties and any third-party offering products or services through the Service, including the Medical Groups, Providers and Pharmacies, harmless from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys’ fees and litigation expenses) relating to or arising from your use of the Service, your fraud, violation of law, or willful misconduct, any breach by you of these Terms and Conditions or your violation of any rights of any other person or entity. We reserve the right to control the defense of any claim by a third-party for which we are entitled to indemnification, and you agree to provide us with such cooperation as is reasonably requested by us.

**Notices**
Any notices to you from Poppy Wellness LLC regarding the Service or this Agreement may be made by email, a posted notice on the Service, or regular mail, in the sole discretion of Poppy Wellness LLC.

**Electronic Communications**
When you access or use the Service or send emails to us, the Medical Group or its Providers, you are communicating with us, the Medical Group and its Providers electronically. You consent to receive communications from us, the Medical Group and its Providers electronically. We will communicate with you via email or through the Service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms and Conditions.​

**Entire Agreement**
This Agreement and any other agreements Poppy Wellness LLC may post on the Service constitute the entire agreement between Poppy Wellness LLC and you in connection with your use of the Service and supersede any prior agreements between Poppy Wellness LLC and you regarding use of the Service, including prior versions of this Agreement.

**Binding Arbitration / Class Waiver**
YOU EXPRESSLY AGREE THAT ANY LEGAL CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN YOU AND Lotus Med Spa OR YOU AND ANY OF Poppy Wellness LLC PARTIES OR ANY MEDICAL GROUP OR PROVIDER ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY T Poppy Wellness LLC, THE PLATFORM, THE CONTENT OR THE SERVICE, OR ANY OTHER Poppy Wellness LLC GOODS, SERVICES OR ADVERTISING, INCLUDING CONTROVERSIES RELATING TO THE APPLICABILITY, ENFORCEABILITY OR VALIDITY OF ANY PROVISION OF THIS AGREEMENT (COLLECTIVELY “DISPUTES”), SHALL BE RESOLVED IN CONFIDENTIAL BINDING ARBITRATION CONDUCTED BEFORE ONE COMMERCIAL ARBITRATOR FROM THE AMERICAN ARBITRATION ASSOCIATION (“AAA”), RATHER THAN IN A COURT, AS DESCRIBED HEREIN. THE ARBITRATION WILL BE GOVERNED BY THE AAA’S COMMERCIAL ARBITRATION RULES AND, IF THE ARBITRATOR DEEMS THEM APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY “RULES AND PROCEDURES”). YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual.

Payment of arbitration costs will be governed by the AAA’s fee schedule, unless you are able to show that your portion will be prohibitive as compared to litigation costs, in which case Poppy Wellness LLC will pay as much of your arbitration costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to litigation costs. Poppy Wellness LLC also reserves the right in its sole and exclusive discretion to assume responsibility for all arbitration costs imposed by the AAA. Each party agrees to pay its own attorneys’ fees and expenses unless there is a governing statutory provision that requires the prevailing party to be paid attorneys’ fees and expenses.

**No Agency Relationship**
Neither this Agreement, nor any Content, materials or features of the Service create any partnership, joint venture, employment, or other agency relationship between you and Poppy Wellness LLC, the Medical Groups, the Providers or the Pharmacies. You may not enter into any contract on our behalf or bind us in any way.

**Assignment**
You may not assign any of your rights under this Agreement, and any such attempt will be null and void. Lotus Med Spa may, in its sole discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to this Agreement to any affiliate of Poppy Wellness LLC or to another third party in the event that some or all of the business of Poppy Wellness LLC is transferred to such other third party by way of merger, sale of its assets or otherwise.

**Third Party Beneficiaries**
Any use of third-party software provided in connection with the Service, or any third-party product or service accessed or used in connection with the Service, will be governed by the applicable third-party’s license or terms of use, and not by this Agreement. In addition to this Agreement, your use of the Service must comply with all applicable third-party terms of agreement.

Except for the foregoing or as otherwise specifically set forth in this Agreement, including with respect to the indemnification obligations contained herein in favor of the Poppy Wellness LLC parties, the Medical Groups, and the Providers and the agreement to arbitration, we hereby expressly agree that there is no intent by either party to create or establish third-party beneficiary status rights or their equivalent in any other referenced individual, subcontractor or third party, including the Medical Groups, Providers or Pharmacies, and, except as specifically set forth in this Agreement, that no third party shall have any right to enforce any right or enjoy any benefit that is created or established under this Agreement.

**Contacting Us**
If you have any questions or concerns about this Agreement, please contact us by email at info@lotusmedspa.net. We will attempt to respond to your questions or concerns promptly after we receive them.