

Updated:04/18/17

## **PRIVACY POLICY**

OffFees and zYouSoft.com (also referred to herein as “**us**,” “**we**” and “**our**”) values your privacy. This Privacy Policy (“**Policy**”) outlines how OffFees will manage personal information provided to or collected by us. This Privacy Policy also explains our commitment to you, the user of our App, with respect to our use and disclosure of non-personal app usage data.

As used in this policy, personal information and personally identifying information is information that identifies you as a specific individual (“**Personal Information**”).

By accessing or using the OffFees App (“**App**”), you are accepting and agreeing to the practices described in this Privacy Policy.

**Personal Information** means information that alone or when in combination with other information may be used to readily identify, contact, or locate you, and can include your:

- Name,
- Address,
- Email address,
- Phone number,
- Social security number, and
- Insurance-issued ID numbers.

Personal Information also includes identifiable health information collected about you. We do not consider Personal Information to include information that has been anonymized so that it does not allow a third-party to easily identify a specific individual.

This Privacy Policy does not reflect the privacy practices of the health care facilities and business practices (“**Practices**”) that use our App, and as such OffFees is not responsible for the Practices’ privacy policies or practices.

### **1. INFORMATION WE COLLECT**

#### Information Submitted by the User

To use the OffFees App and related services users may be required to provide certain limited personal information.

OffFees may collect the following personal information from members:

- Name,

- Email address,
- Street address,
- Other contact information.

You may provide additional Personal Information when you use the App. This information may include demographic information and information about your interests and preferences. This type of information will be treated as Personal Information under this Privacy Policy.

## **2. HOW WE USE COLLECTED INFORMATION**

OffFees may collect and use personal information for the following purposes:

- App improvement,
- To tailor periodic emails concerning offers and updates,
- We may use app users email address to send service related information and updates,
- A user's email address may also be used to respond to inquiries, questions, and other requests.

## **3. PROTECTED HEALTH INFORMATION PRACTICES**

When we maintain or process protected health information (“**PHI**”), we will fully comply with the Health Information Portability and Accountability Act of 1996 (“**HIPAA**”). This includes protecting your PHI.

By using our App, you are acknowledging that you understand and agree that our practices with respect to PHI are governed by HIPAA and any amendments and regulations promulgated therefrom. If you are a Provider, you further agree to our Business Associate Agreement, available here and incorporated by reference into this Policy, unless you or your organization have agreed to a different business associate agreement with OffFees that applies to your use of the App and that is in full compliance with HIPAA.

By using our App, you are further acknowledging that you understand that using a mobile phone or mobile device to store, access or transmit PHI is inherently more risky than storing, accessing or transmitting such information by other methods. You agree to take adequate precautions in keeping PHI safe, such as locking your mobile phone or device when not in use and enabling a method for deleting all information on your mobile phone or device should you lose your mobile phone or device. Your use of our App indicates your understanding of the risks involved with using a mobile phone or device to store, access and transmit PHI, and you agree to defend, hold harmless and indemnify us should you lose your mobile phone or device, or if your mobile device hacked or stolen, or if your PHI is made available to a third-party without your knowledge or consent because of your mobile phone or device's technology.

**BY USING OUR APP IN ANY CAPACITY YOU ARE EXPLICITLY AGREEING TO USE THE APP ONLY AS PERMITTED BY HIPAA, INCLUDING HOW YOU STORE AND SHARE PHI, ALONG WITH ANY OTHER APPLICABLE DATA PRIVACY LAWS.**

#### **Individuals' Consent for Data Collection and Use.**

Practices further warrant that they have obtained the proper consents, authorizations, and releases from individuals fully required by applicable law before posting any health-related information to, on or through the App or before initiating any payment transactions

#### **4. HOW WE PROTECT YOUR INFORMATION**

OffFees maintains appropriate data collection, storage, and processing practices. This includes security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, transaction information and data stored on our App.

#### **5. DATA RETENTION (FINANANCIAL INFORMATION)**

All Personal Information will be stored in secure databases so that you may easily access it for future purchases and continuous services. We use commercially reasonable methods for data storage that are in compliance with industry standards to secure the information we collect from and about you.

Given the inherent risks to data, OffFees does not implicitly or explicitly warrant the security of any information shared with us.

#### **6. SHARING YOUR PERSONAL INFORMATION**

We do not and will not sell, trade, or rent users' Personal Information to third-parties. However, we may share generic aggregated demographic information not linked to any Personal Information with our business partners, trusted affiliates and advertisers.

We may use third-party service providers to help us operate our business and the App or administer activities on our behalf, such as sending out newsletters or surveys. We may share your Personal Information with these third-parties for those limited purposes if you have given us your permission to do so.

#### **7. LEGAL DISCLAIMER**

We reserve the right to disclose your Personal Information as required by law and when we believe that disclosure is necessary to protect our rights and to comply with a judicial proceeding, court order or legal process served on us.

## **8. PUSH NOTIFICATION**

Push notifications may be offered on a voluntary basis as part of our App. Users may opt out of push notifications on their device. Users failing to opt out of push notifications are giving us their consent to the push notifications and understand that these push notifications may contain PHI. Contact for us for additional information on how to opt out of push notifications by emailing us at **admin@OffFees**.

## **9. CHOICE/OPT-OUT**

We provide you the opportunity to 'opt-out' of having your Personal Information used for certain purposes when we ask for this information. For example, if you purchase a product/service but do not wish to receive any additional marketing material from us, you can indicate your preference on our order form.

If you no longer wish to receive our newsletter and promotional communications, you may opt-out of receiving them by following the instructions included in each newsletter or communication or by emailing us at **admin@OffFees**.

You will be notified when your Personal Information is collected by any third-party that is not our agent/service provider, so you can make an informed choice as to whether or not to share your information with that party.

## **10. EXTERNALLY LINKED THIRD-PARTY APP**

Users may find advertising or other content on our App linked to external third-party apps and services. We do not control the content or links that appear on these apps and are not responsible for the practices employed by app linked to or from our app. Browsing and interaction on any other app, including app that have a link to our App, is subject to that app's terms and policies.

## **11. SOCIAL MEDIA SERVICES**

When registering an account with OffFees through a third-party social media or social networking service, we will use the information you have provided to our App through a social media platform to create your account.

The information accessible by our registration platform can be restricted by using the privacy settings of the social medial platform being used.

## **11. ADVERTISING**

Ads appearing on our App may be delivered to users of our App by advertising partners who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile non personal identification information about you or others who use your computer. This information allows ad networks to deliver targeted advertisements. This privacy policy does not cover the use of cookies by any advertisers.

## **12. GOOGLE ADSENSE**

Some ads may be served by Google. Google uses cookies to enable it to serve ads to users. These cookies do not use personally identifiable information and do not track personal information about you, such as your name, email address, physical address, etc.

You may opt out of the use of these cookies by visiting the Google ad and content network privacy policy at [http://www.google.com/privacy\\_ads.html](http://www.google.com/privacy_ads.html).

## **13. COMPLIANCE WITH CHILDREN'S ONLINE PRIVACY PROTECTION ACT**

Protecting the privacy of the very young is especially important. For that reason, OffFees never collects or maintains information from those we know are under 13, and no part of our App is structured to attract anyone under 13.

## **14. CALIFORNIA ONLINE PRIVACY PROTECTION ACT**

CalOPPA is the first state law in the nation to require commercial app and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates an app collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its app stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy.

To comply with CalOPPA we agree to the following:

- Users can visit our App anonymously.
- Once this Privacy Policy is created, we will add a link to it on our homepage, or as a minimum on the first significant page after entering our App.
- Our Privacy Policy link includes the word 'Privacy,' and can be easily found on the page specified above.
- Users will be notified of any privacy policy change on our Privacy Policy page.
- Users can change their personal information by emailing us.

## **15. CHANGES TO THIS PRIVACY POLICY**

OffFees may update this Policy at any time. When we do, we will post a notification on the main page of our App, revise the updated date at the bottom of this page and send you an email. We encourage users of our App to frequently check this page for any changes to stay informed about how we are helping to protect the Personal Information we collect. You acknowledge and agree that it is your responsibility to review this Policy periodically and become aware of modifications.

## **16. ACCEPTANCE OF TERMS**

By using this App, you signify your acceptance of this Policy. If you do not agree to this Policy, do not use our App. Your continued use of the App following the posting of changes to this Policy will be deemed your acceptance of those changes.

## **17. OPTING OUT**

You may "opt out" of marketing communications.

When you sign up for an account with OffFees, you may receive marketing communications from us and our affiliates. If you do not want to receive communications you may opt-out by un-checking the "Add me to the mailing list" box on the registration page.

Current members or subscribers may opt-out by selecting the "Unsubscribe" link at the bottom of the email and follow the opt-out instructions. You may also go to your account info page, select "Change Email Preferences" and de-select the appropriate box(es).

## **18. LEGAL DISCLAIMER**

Without limiting this Policy, we do reserve the right to disclose your Personal Information as may be required by law or judicial process, or if we reasonably believe a disclosure is necessary to protect our rights (with the exception of HIPAA protected information when in the context of HIPAA applying to said information, which shall be disclosed only pursuant to the regulations of the federal law). These types of requirements may include requirements in connection with any judicial proceeding, or any court order or legal process served on OffFees, which owns and operates the Service.

## **CONTACTING US**

**If you have any questions about this Privacy Policy, the practices of this App, or your dealings with this App, you may contact us at: [admin@OffFees.com](mailto:admin@OffFees.com).**

Updated: 04/18/17

## PROVIDER'S TERMS OF USE AND AGREEMENT FOR SERVICES

Please read these Terms of Use and Agreement for Services ("**Terms**") carefully before using our OffFees App ("**App**") and before becoming a Provider for our Service. You are strongly encouraged to read and understand our Privacy Policy and HIPAA Business Associate Policy as well before using our App or becoming a Provider.

Your access to and use of the App is conditioned upon your acceptance of and compliance with these Terms. By accessing or using the App, you agree to be bound by these Terms. **If you disagree with any part of the Terms, or our Privacy Policy or HIPAA Business Associate Policy, then you may not access the App and must immediately cease using the App.**

### Definitions.

**"Agreement"** means the agreement by the Health service provider and Owner for the Health service provider to be a Practice pursuant to the Terms contained herein.

**"Costs"** means the amount of money we retain any time a Member buys a Special Offer, and is used by us to cover our costs of providing the Service.t

**"Health service provider"** means an entity that provides health-related services.

**"Initial Term"** means the initial three (3) year agreement entered between a Health service provider and Owner should the Health service provider decided to become a Practice.

**"Member"** means a visitor and user of our App that is not a Practice.

**"Practice"** or **"you"** means business care providers participating in the App Service.

**"Protected Health Information"** or **"PHI"** means all individually identifiable health information, including, but not limited to, demographic information and information related to an individual's physical or mental health, the provision of health care to the individual, or the individual's payment for the provision of health care.

**"Renewal Term"** means the optional (1) year renewal terms to this Agreement.

**"Service"** means the services we provide users of the App including Special Offers and the ability to schedule business appointments.

**"Special Code"** means the code Practices provide their patients that allow their patients to use our Service.

**"Special Offer"** means any offer made by a Practice to a Member and may include deals on products or services.

**"Us," "we" or "our"** means the provider of the App and Memberships, zYouSoft.com.

### 1. NATURE OF SERVICE

The App provides a platform for Members to find Special Offers from the business practice they use. Members are aware of Special Offers by logging into our App by

using the Special Code given to them by their Practice. These are informational services which allow for these special offers to be displayed by Practices and found by Members. Our platform also provides benefits for Members and Practices including scheduling assistance. We do not assume any contractual or other legal relationship with any user of our App. We also do not guarantee the types of Special Offers Practices provide. Often the value of the Special Offers exceed the regular cost of the service or product.

## **2. TERMINATION**

We may terminate or suspend access to our App immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach these Terms. All provisions of the Terms shall survive termination or suspension, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **3. LINKS TO THIRD-PARTY SITES**

In the course of using our App you may see or receive links to third-party services or other third-party sites through links or frames in the App. The App does not endorse any goods or services, and nothing in the App shall be construed as an offer to sell anything or enter into any business relationship with a third-party.

You are cautioned to read such websites' policies, including policies regarding sales, returns, warranties and privacy, before using such sites, in order to be aware of the terms and conditions of your use of such sites or apps. Be sure to carefully evaluate and investigate such sites on your own to your satisfaction.

The App shall not be responsible for any inaccuracies misrepresentations; product or App liability; offensive, infringing, libelous or illegal materials or any liabilities resulting from the terms and conditions of other sites or apps.

## **4. SCREENING USERS**

We do not screen its users or verify information communicated through the Service. We do not assume responsibility for the conduct of such users, including the information posted by users.

## **4. PRACTICE MEMBERSHIP AGREEMENT TERMS**

To become a Practice, you, the lawful agent on behalf of Practice, agree that you have read, fully understand, and agree to these Terms, including the following provisions that apply specifically for Practices. You further affirm and warrant that you are 18 years of age or older and that you are a lawfully licensed and trained Health service provider or authorized to act on behalf of a lawfully licensed and trained Health service provider.

**There is no cost to becoming a Practice, and you will only be charged if a Member purchases a Special Offer through our App.**

**Be advised that we do not engage in fee-splitting, and we will never take payment from a Practice or Member solely as payment for the cost of business services provided.** Instead, our Costs are based on the service we provide Members and Practices, including access to our App and the full use of the Services we provide, including the ability to schedule business appointments and view business practice's Special Offers.

### **A. Contact Information**

One Service we provide Members is making available through our App the ability to find the contact information for their Practice. You agree to keep your contact information up-to-date with us, including your hours of availability and hours for scheduling appointments. You further agree to make available your Special Code to any interested patient you have.

### ***B. Special Offers***

Another Service we provide Members is the ability to view and buy Special Offers made available by Practices. As a Practice, you agree to provide Special Offers that are more valuable than the product or service would be without the purchase of the Special Offer. The Provider is strictly responsible for determining the value of the Special Offer and determining the nature of the Special Offer.

Providers are required to honor the purchase of Special Offers for one (1) full calendar year. If the Special Offer is for a product, Providers are required to keep in stock enough of the product so that the Member can go in person at any time during the Provider's normal business hours to pick up the product. If the product is not available at the time, all reasonable efforts must be made by the Provider to get additional products in stock as soon as possible. It is at the Provider's discretion whether to honor the Special Offer after the end of the one year.

### ***C. Fees***

We will only charge a Practice the Cost for the use of our App when a Member purchases a Special Offer. When a Member does purchase a Special Offer, the amount of purchase will be immediately transferred to the Practice. Of the total amount, we will retain 17.00% of that purchase. The amount we retain is for our Costs and cover the benefit of using our App. **We do not and will not engage in fee-splitting with Practices. In no way and at no time are our Costs linked or associated with the quantity or type of business care a Provider provides a Member. We will not now or in the future accept payment for the specific business services a Provider provides a Member.**

Your income will be deposited into your designated bank account in **3 to 10** days depending on your bank.

We reserve the right to increase or decrease the amount we take to cover our Costs at any time. In the event we increase or decrease the amount we take, you will be notified via the app.

### ***D. Term/Renewal***

The initial term of this Agreement shall be for the term of **three (3) consecutive calendar years** (the "Initial Term") commencing on the date the Practice indicates to us they wish to become a Practice.

At the expiration of the Initial Term, this Agreement will automatically renew for **successive one (1) year periods** (each a "Renewal Term" and collectively with the

Initial Term the “Term”) unless Provider provides us or we provide Provider with notice of its intent not to renew this Agreement at least **ninety (90) calendar days** prior to the expiration of the then current term. Notice must be given to us in writing, sent by United States Certified Mail or any other mail service that provides tracking, to: **zYouSoft.com, 13790 Rosecroft Way, San Diego, CA 92130.**

***E. Value of Services***

Practice must make available Special Offers to Members that is higher in value than the regular price of the offer. Any dispute regarding the Value of Service between Practice and Member shall be resolved solely by Practice and in the discretion of Practice within the confines of any applicable Terms herein.

***F. Scheduling***

Practice agrees to accommodate as much as possible Member scheduling and to keep up-to-date with their availability and services provided.

***G. Quality of Service***

Practice agrees to provide top quality services to Members at all times, and to remain current with all acceptable methods of practice. Any dispute regarding the Quality of Service between Practice and Member must be resolved solely by Practice and in the discretion of Practice within the confines of any applicable Terms herein.

***H. Cancellation or Modification of Offers***

Practice may not change or cancel Special Offers without notifying in writing by email or certified mail every Member that signed up for the discount or special offer at least thirty (30) calendar days in advance. Practice may not remove or change a Special Offer that a Member already purchased. Practice may negotiate in good faith with a Member directly without our assistance or intervention for any changes. Practice must reimburse Members by cash, service, or product, for cancelled Special Offers that Members already signed up for. If Member does not accept a service or product, then Practice must refund in cash the cash value. In the event a Special Offer is cancelled or changed by a Practice, Practice will not be entitled to a refund of our Costs.

***I. Substitute Parties and Cessation of Services***

Practice agrees to provide reasonable notice in writing to us and Members in the event Practice will close or will be managed by another provider. Substitute providers warrant that they will honor the offers extended by their predecessors, and this Agreement and the Terms, Privacy Policy and HIPAA Business Associate Policy shall be binding on all substitute providers.

***J. HIPAA and Privacy***

Practice must agree to comply fully with HIPAA as well as our Privacy Policy and our HIPAA Business Associate Agreement at all times during the Initial Term and each Renewal Term. This includes remaining current and up-to-date with any changes to HIPAA, and ensuring all employees and agents of Practice are trained in and compliant with HIPAA. In the event Practice is unable to comply with any of these requirements, Practice must notify us immediately and cease using our App.

In the event any PHI is disclosed or released in violation of HIPAA by Practice as it relates to these Terms, our Privacy Policy or our HIPAA Business Associate Agreement, as it relates a Member or otherwise, Practice must notify us immediately in writing by contacting us at **zYouSoft.Com, 13790 Rosecroft Way, San Diego, CA 92130**, and by email at **admin@OffFees.com**.

## **5. GOVERNING LAW**

These Terms shall be governed and construed in accordance with the laws of the United States of America and the **State of California**, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms, our Privacy Policy and our HIPAA Business Associate Agreement constitute the entire agreement between us and Practice regarding our App, and supersede and replace any prior agreements we might have with Practice regarding our App.

## **6. CHANGES**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is deemed material, we will try to provide at least thirty (30) calendar days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our App after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the App.

## **7. PROHIBITED USE**

By using the App, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the App any of the following:

- Content that is libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, violent, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- Content that is illegal or unlawful that would constitute, encourage or provide instructions for a criminal offense, or otherwise create liability or violate any local, state, national or international law;
- Content that may infringe or violate any patent, trademark, trade secret, copyright, right of privacy, right of publicity or other intellectual property right or other right of any party;
- Unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or user content designed to deceive or trick the user of the App;
- Private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; and
- Viruses, corrupted data or other harmful, disruptive or destructive files or code, script or other software designed to automate any functionality.

## **8. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF

PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE OFFFEES APP (INCLUDING, BUT NOT LIMITED TO, THE APPLICATION), HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIBUSINESS OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE APP. **FURTHERMORE, WE ARE IN NO WAY LIABLE FOR ANY DAMAGES CAUSED BY OR STEMMING FROM YOUR INTERACTION OR NON-INTERACTION WITH ANY MEMBER.**

#### **9. INDEMNIFICATION**

You agree, at your sole expense, to defend, indemnify and hold us, our independent contractors, OffFees App providers and consultants, and their respective directors, employees and agents, harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) caused by, arising out of, resulting from, attributable to or in any way incibusiness to: (i) your conduct; (ii) your violation of the Terms or your violation of the rights of any third-party; or (iii) any user content.

#### **10. INTELLECTUAL PROPERTY**

By using the App, you warrant that you have legal right to content submitted to our App. If your submission violates the intellectual property rights of another, we assume no responsibility for any liability. If you believe that any material made available via the App infringes upon any copyright that you own or control, or that any link made available via the App directs users to material that infringes upon any copyright that you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

#### **11. DMCA NOTICE**

In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, we will respond to claims of copyright infringement committed using this website that are reported to our Designated Copyright Agent, identified in the sample notice below.

If you are a copyright owner or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it our Designated Copyright Agent. Upon receipt of the Notice as described below, we will take whatever action, in its sole

discretion, it deems appropriate, including removal of the challenged material from the Site. DMCA Notice of Alleged Infringement ("Notice").

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.

2. Identify (i) the material that you claim is 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, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found, and (ii) the reference or link, to the material or activity that you claim to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link, including at a minimum, if applicable, the URL of the link shown on the Site where such reference or link may be found.

3. Provide your mailing address, telephone number, and, if available, email address.

4. Include both of the following statements in the body of the Notice:

"I hereby state that I have a good-faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to our Designated Copyright Agent:

**ADDRESS OF COPYRIGHT AGENT:**

**Samir Safar, 13790 Rosecroft Way, San Diego, CA 92130  
admin@OffFees.com**

**12. DISPUTES**

Should a dispute arise between you and a Member relating to the Services, or between you and us, you agree to try in good faith to resolve the dispute by and between you and the Member or you and us for thirty (30) calendar days before taking any form of legal action.

**13. QUESTIONS**

If you have any questions about these Terms, including how to become a Practice, please contact us at **admin@OffFees.com**.

