

Terms of Use Agreement

1. Definitions

The terms “us,” “we,” or “our” refer to LaRocca Medical Weight Loss, LLC, the owner of this Website.

The term “Service” refers to any services we provide.

The term “Client” refers to someone who has registered with our Website and requested services or who has registered with our Website and purchased services, courses, or products from us. Clients are governed by the Terms and Conditions set forth below.

2. Acceptance

Please read all of the following terms and conditions carefully. This Terms of Use Agreement (the “Agreement”) is a legal agreement between you and LaRocca Medical Weight Loss, LLC.

The Agreement states the terms and conditions under which you may access and use our services. By accessing and paying for services, you are indicating acceptance to be bound by this agreement. If you do not accept these terms and conditions, you must not access the Website.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and LaRocca Medical Weight Loss, LLC and supersedes all other agreements, representations, warranties and understanding with respect to our website, services, and the subject matter contained therein.

3. Eligibility

Our website and services are intended solely for Clients who are at least 18 years of age or older. Any registration by, use of or access to our website by anyone under such age, is unauthorized, unlicensed and in violation of these Terms and Conditions. By using our website and/or services, you represent and warrant that you are (18) years of age or older, and that you agree to abide by all the terms and conditions of this Agreement.

4. Our Relationship to You

This Agreement in no way creates any agency, partnership, or joint venture relationship between you and LaRocca Medical Weight Loss, LLC.

5. Our Intellectual Property

Our website may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our website or services does not constitute any right or license for you to use our service marks or trademarks, without the prior written permission of LaRocca Medical Weight Loss, LLC.

Our content, as found within our website and services, is protected under United States and foreign copyrights. The copying, redistribution, use or publication by you of any such Content, is strictly prohibited. Your use of our website and services does not grant you any ownership rights to our content.

6. Registration

LaRocca Medical Weight Loss, LLC has sole right and discretion to determine whether to accept a Client. If accepted as a Client, you agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password. You agree that LaRocca Medical Weight Loss, LLC cannot and will not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.

7. Medical Advice Disclaimer

The website is titled <https://www.doctorlarocca.com> and the e-mail address is Kristine@doctorlarocca.com as Kristine D. LaRocca, D.O., is an osteopathic physician. Her weight loss advice is not to substituted as medical advice unless you have established a patient-physician relationship through signing up for the 1-Year Comprehensive Weight Loss Program and having an initial visit with Dr. Kristine D. LaRocca. You should discuss all interventions with your physician.

You hereby acknowledge that nothing contained in our website will constitute medical and/or other professional advice and that no professional relationship of any kind is created between you and LaRocca Medical Weight Loss, LLC or our members.

8. Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

9. Links to Other Websites

We may, from time to time, provide links to third party websites. Inclusion of links for any website on our Website does not mean that we endorse, guarantee, warrant, or recommend the services, information, content and/or data of such third party websites. LaRocca Medical Weight Loss, LLC has no control over the legal documents and privacy practices of third party websites; as such, you access any such third party websites at your own risk. We recommend that you review the privacy policy and terms and conditions of those sites to fully understand what information is collected and how it is used.

10. Termination of User Privileges

User privileges with us are effective until terminated by you or us. Your rights under this Agreement will terminate without notice from us if you fail to comply with any term of these Terms and Conditions. On termination, you will stop using our website. You must delete or destroy any information or content (including all copies) obtained from our Website. Certain provisions of this Agreement, including but not limited to copyrights, indemnity, trademarks, limitation of liability, warranty and jurisdictional issues will survive the termination of this Agreement.

11. Limitation of Liability.

To the maximum extent permitted by applicable law, LaRocca Medical Weight Loss, LLC will not be held liable for any special, incidental, indirect, exemplary, or consequential damages whatsoever arising out of the use or inability to use the services or the provision or failure to provide technical or other support services, whether arising in tort, contract, or any other legal theory. In any case, Kristine DeBoda LaRocca's liability and your exclusive remedy for any claims arising out of or related to this agreement will be limited to the amount actually paid by you for services (if any) in the 12 months preceding the event or circumstances giving rise to such claims. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.

12. Severability

If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part will be severed from this Agreement, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

13. Governing law and jurisdiction

These Terms shall be governed by and construed in accordance with Delaware law and the parties hereby agree to submit to the exclusive jurisdiction of the Delaware courts.

I have read and agree with the Terms of Use Agreement above. ____ initial

Print Name

Signature

Date