

WEBSITE TERMS OF USE

Last Revised: January 4, 2025

Acceptance of Terms

These terms are entered into by and between you and Acacia Care LLC (“Acacia Care”, “us” or “we”). The following terms and conditions govern your access to and use of <https://acaciacare.com/> (“Website”), including any content, functionality and services offered. Please read this policy carefully. If you do not agree with its policies or practices regarding your information, you may choose not to use our Website. By accessing or using this Website, you agree to the terms of this policy. This policy may change over time, so your continued used of this Website after such changes are posted will be deemed acceptance of those changes.

Accessing the Website

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

By accessing this Website, you are agreeing to be additionally governed by the then-current Privacy Policy which is posted on the Website.

Intellectual Property

The Website and all of its contents are owned by Acacia Care, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

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Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use.

You may not use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website; use any device, software, or routine that interferes with the proper working of the Website; introduce any viruses, Trojan horses, or other material that is malicious or technologically harmful ; or otherwise attempt to interfere with the proper working of the Website.

Information about You and Your Visits to the Website

All information we collect about you from the Website is subject to our Privacy Policy also posted on the Website. By using the Website, you additionally consent to all terms of the Privacy Policy with respect to your personal information.

Links to Third-Party Websites

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

SMS Terms and Conditions

SMS For Consent Communication

The Phone Numbers obtained as part of the SMS consent process will not be shared with third parties for marketing purposes.

Types of SMS Communications: If you have consented to receive text messages from Acacia Care, LLC, you may receive text messages related to: Appointment reminders, meetings, and follow-up on cases. For Example: Hello Thank you for contacting Acacia Care, LLC, how can we help you? Reply Stop to opt-out at any time. Message and data rates may apply, for assistance, text Help" or visit our Privacy Policy and Terms of Service

Message Frequency: Our SMS message frequency will be from 20 to 1000 text messages daily across all users. Message frequency may vary. You may receive up to 50 SMS messages per week regarding your appointments or account status.

Potential Fees for SMS Messaging: Many carriers charge a fee for each message sent or received. This can vary depending on the carrier's pricing structure and whether the message is sent domestically or internationally.

Opt-In Method: Customer will Opt-In for SMS messaging from Acacia Care, LLC through intake forms on their website located at www.acaciacare.com, this agreement for SMS will not be shared with third parties for marketing purposes.

Opt-out: Customer will be able to opt out of SMS messaging from Acacia Care, LLC by replying STOP at any time to any received SMS message, once opted-out they will receive no further SMS communication. They can Opt back In at any time by replying START

Geographic Restrictions

The owner of the Website is based in the State of Arizona in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE

LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

Indemnification

You agree to defend, indemnify, and hold harmless Acacia Care, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Arizona, in each case located in the City of Phoenix and County of Maricopa. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by Acacia Care of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Acacia Care regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Changes to Terms of Use

We may update these terms of use from time to time. Any changes will be posted on our Website, and we encourage you to review this policy periodically.

Contact Us

This Website is operated by Acacia Care, LLC, 16845 N 29th Ave, Suite 418, Phoenix, AZ 85053.

If you have any questions about these terms of use, please contact us at:

Email: info@acaciacare.com

Phone: 1 (602) 237-5066