

Custom Health Concepts, LLC
Terms & Conditions
Effective November 29, 2023

Who We Are and What We Do

This website is owned and operated by Custom Health Concepts, LLC dba VBC Partner (“VBC Partner,” “we,” or “us”). This website connects visitors with service providers offering expert consultation services (the “Services”).

Binding Agreement

These terms and conditions (the “Terms”) govern your use of our website and the Services as offered by us. By accessing or using the website of our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. Furthermore, you attest that you have the authority to bind the company that you work for, or on behalf of, to these Terms.

Your Ability to Engage in Our Services

In order to use our website and/or receive our Services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement on behalf of yourself and your employer. You are not allowed to use this website and/or receive Services if doing so is prohibited in your country or under any law or regulation applicable to you, or you do not have the authority to bind your employer to these Terms.

Avoiding Conflict of Interest

In order to use our website and/or receive our Services, you must disclose the company with which you are employed. If you are a consultant working on behalf of a client, you must also disclose that company’s identity. We reserve the right to decline a booking and refund payment if we determine that a potential or actual conflict of interest would arise by accepting your booking and providing you with the Services.

Booking and Payment Terms

When accessing the Services you agree that: (i) you are responsible for reading the description of Services before making a commitment to book and pay; (ii) you enter into a legally binding contract to purchase our time-limited consulting services when you complete the booking and payment process.

The prices we charge for using our Services are listed on the website. We reserve the right to change our prices for Services displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

The fee for the Services and any other charges you may incur in connection with your use of the Services, such as taxes and possible transaction fees, will be charged to your payment method.

Cancellation Policy

You may cancel your booking up to 48 hours prior to your scheduled consultation session and receive a full refund, less a 5% processing fee. If you cancel within 48 hours of your scheduled session you will receive a 50% refund. We reserve the right to change our cancellation policy at any time.

Service Rating

Upon completion of the provision of our Services, we will send an email to the email address entered at the time of booking, requesting your rating of our services. You will be asked to rate your experience on a spectrum, such as a 5-star system ranging from 1 star for “Extremely Dissatisfied” to 5 stars for “Extremely Satisfied.” We reserve the right to change our rating system at any time.

Refund Policy

If we decide to decline your booking based on our assessment of any potential conflict of interest, we will issue a full refund.

We want you to be fully satisfied with our Services. If you rate our Services at less than the maximum rating, we will provide a prorated refund based on your rating. For example, if you pay for one 30-minute consultation session at \$200 and we ask you to rate our services on a 5-star scale, your refund possibilities are outlined below:

<i>5 stars: Extremely satisfied</i>	<i>0% refund (\$0)</i>
<i>4 stars: Satisfied</i>	<i>25% refund (\$50)</i>
<i>3 stars: Neutral</i>	<i>50% refund (\$75)</i>
<i>2 stars: Not satisfied</i>	<i>75% refund (\$100)</i>
<i>1 star: Extremely dissatisfied</i>	<i>100% refund (\$200)</i>

If you do not respond to our rating request within 5 business days, we will assume the maximum rating and you will not be entitled to a refund.

Retention of Right to Change Our Service Offering

We may, without prior notice, change the Services, stop providing the services or any features of the Services we offer, or create limits for the Services. We may permanently or temporarily terminate or suspend access to the Services without notice and liability for any reason, or for no reason, provided that any such revision or cancellation will not impact the scope of existing bookings.

Your Use of the Information We Provide During Our Consultation Service

The guidance, advice, explanations and information provided during our consultations are only general and high-level explanations, information and ideas. You will not rely on the Services and

Deliverables as legal advice. Any decision that you make, or actions that you take, based on the Services and Deliverables are at your discretion and judgment.

Ownership of VBC Partner's intellectual property, copyrights and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all intellectual property rights related thereto, are the exclusive property of VBC Partner. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

VBC Partner may be asked to create an original work product on your behalf during one or more consultation sessions. VBC Partner retains ownership of any such work product. You have unlimited right to use the work product internally at your company. In order to publish or distribute VBC Partner's work product and the names of VBC Partner's consultants outside of your company, you must request and obtain permission from VBC Partner.

Information You Provide to VBC Partner

You recognize and agree that by transmitting any content (including, but not limited to documents, worksheets, presentation files, etc.) through any means to VBC Partner, you warrant the accuracy of the information and confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. This information in both original and edited form may be retained on a VBC Partner computer. No proof of destruction will be provided.

Protection of Protected Health Information, Personal Health Information

You agree that you will not transmit or share any protected health information (as such term is defined within HIPAA "PHI") with VBC Partner.

Right to suspend or cancel user account

We may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account at any time.

Indemnification

You agree to indemnify defend and hold VBC Partner (including its owners, officers, directors, employees, and agents), harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third party due to, or arising out of, or in connection with your use of the website or any of the Services offered on the website.

Disclaimers

THE WEBSITE AND THE SERVICES ARE PROVIDED SOLELY ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. VBC PARTNER AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL EXPRESSED AND IMPLIED WARRANTIES AND CONDITIONS WITH REGARD TO THE WEBSITE AND THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY, WHETHER ORAL OR WRITTEN.

VBC PARTNER AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE HELD RESPONSIBLE FOR ANY ACTION TAKEN BY YOU OR OTHERS THAT IS BASED ON THE SERVICES AND MAKE NO REPRESENTATIONS OR WARRANTIES THAT (I) THE USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, (II) THAT THE CONTENT IS ACCURATE, COMPLETE, RELIABLE OR CURRENT, (III) THAT THE WEBSITE AND THE CONTENT OR ANY RELATED EMAILS OR ATTACHMENTS FROM VBC PARTNER ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR (IV) THAT THERE WILL BE NO DELAY, FAILURE OR CORRUPTION OF DATA TRANSMITTED THROUGH THE WEBSITE IN NO EVENT SHALL VBC PARTNER BE LIABLE FOR ANY DAMAGES OR HARM CAUSED FROM OR BY YOUR USE OF THE SERVICES, WEBSITE OR ANY RELATED CONTENT IF SUCH USE VIOLATES THESE TERMS.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall VBC Partner be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, VBC Partner assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

IN NO EVENT SHALL THE TOTAL LIABILITY OF VBC PARTNER AND ITS OWNERS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS AND SERVICE PROVIDERS ARISING IN CONNECTION WITH OR UNDER THESE TERMS EXCEED THE FEE PAID FOR THE SERVICES DELIVERED. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THESE TERMS OR THE PERFORMANCE OR NON-PERFORMANCE OF THE WEBSITE OR SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OR BE FOREVER BARRED.

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms.

If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional emails and content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Washington state in the United States of America, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Seattle, Washington. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Customer support details & contact info

If you require support please send an email and a description of your question or issue to info@vbcpartner.com.