

Member Agreement

Important! Before using this site, read these terms of use carefully and make sure you understand them. By using the Alternative Health Connection website (the "Site"), you are implicitly agreeing to the entirety of this Member Agreement. If you do not agree to all of the terms in this agreement or if you do not understand any part of them, contact the National Institute of Alternative Health Care before using this site. By clicking on the statement: "I agree to abide by the Terms of Use, Privacy Policy and the terms and conditions in the Member Agreement of the National Institute of Alternative Health Care" you the "Member" agree to be bound by the terms and conditions of this Agreement. If Member does not agree to be bound by the terms and conditions of this Agreement, Member is not permitted to use this Site.

The National Institute of Alternative Health Care, Inc. may revise and update this Agreement at any time. Any future use of the Site will mean you accept those changes.

This Member Agreement (the "Agreement") is effective and enforceable immediately upon acceptance by you, (the "Member"), and between NATIONAL INSTITUTE OF ALTERNATIVE HEALTH-CARE, INC., a California corporation ("NIAHC"), and The Alternative Health Connection.com.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

- (a) "Content" means all information, including textual, graphic, video and audio materials provided by Subscriber to NIAHC under this Agreement for publication on or access through the Services. "Content" does not include any materials or data provided by NIAHC or any third parties.
- (b) "Service Interface" means the presentation and arrangement of the Content and all associated elements, including but not limited to video and audio materials, coding and command sets, and online screen displays provided by NIAHC or developed by the parties under this Agreement.
- (c) "NIAHC Materials" means all utilities, tools and programs provided or developed by NIAHC under this Agreement that are used to facilitate creation, maintenance, storage and transmission of the Services.
- (d) "Unsolicited Bulk Communications" means all unsolicited advertisements or solicitations, commercial or otherwise.

2. Services. NIAHC is engaged in the business of developing an online environment and community dedicated to the development of professionals involved with the alternative health-care industry and subscriber is also involved in the alternative health-care industry. During the term of this Agreement, NIAHC shall provide the Site. In this regard, NIAHC will, during the term of this Agreement, store the Content on its servers and develop a Service Interface as NIAHC deems necessary that allows Internet users to access the Content. NIAHC reserves the right to refuse, modify, substitute or remove any of the Content at any time and for any reason whatsoever, without limitation and regardless of whether it conforms to any specifications herein.

3. Content.

- (a) Delivery of the Content to NIAHC. Unless otherwise specified herein, Member will deliver to NIAHC in electronic form (in jpg format) the Content for use in creating the Services. Member is solely responsible for obtaining all required licenses and permissions to provide and use the Content as contemplated herein.
- (b) Updates and Modifications. From time to time during the term of this Agreement, Member will be issued a password allowing any updates or additional Content in electronic form. Member will enter into a change order for any major upgrades. Subject to any "Additional Fees", Member will conform with NIAHC's guidelines and requirements when updating and supplementing Content and requesting modifications to the Service Interface.
- (c) Grant of License. Subject to the terms of this Agreement, Member grants NIAHC a non-exclusive, worldwide, fully paid-up, royalty free right and license to use, copy, encode, adapt, modify, alter, create derivative works from, store, archive, distribute, transmit, communicate, publicly display, and publish the Content, in whole or in part, through the Service Interface and other means in connection with any NIAHC product or service. Additionally, Subscriber agrees to allow NIAHC to use Subscriber likenesses and information in advertising and promotional materials as NIAHC may determine.

4. Fee. Member agrees to pay NIAHC the Fees ("Fees") set forth on the Online Order Form, as well as any additional fees ("Additional Fees") incurred in the consultation, design, updating, storage or transmission of the Services, including but not limited to reasonable expenses associated with procurement of software or materials necessitated by Subscriber's particular requirements. Fees will be billed upon receipt of valid order according to the terms of the order and Additional Fees will be billed within 30 days after such charges are incurred. Subscriber will pay all invoices in full within 30 days of receipt. If full payment of any Fees or Additional Fees is not made, Member may thereafter be charged up to the maximum legal interest on any unpaid balance. All Fees and Additional Fees are exclusive of sales, use, ad valorem, value added tax (VAT), personal property and other applicable taxes, which are the responsibility of Subscriber. Fees are subject to change upon 30 days prior written or online notice from NIAHC 12 months after the "Effective Date" (as defined herein).

5. Unsolicited Bulk Communications. Member warrants that it will not distribute Unsolicited Bulk Communications. NIAHC may immediately disable Services to prevent or discontinue the distribution of or response from Unsolicited Bulk Communications, or to prevent any other abuse of or damage to its systems. In such event, NIAHC will notify Member as soon as practical.

6. Term and Termination.

(a) Term. This Agreement will become effective upon approval by NIAHC in Scotts Valley, California, and will continue in force until terminated by NIAHC and/or if all fees due and payable by Member are not received in full within 30 days of order date.

(b) Other Events of Termination. Notwithstanding the foregoing, either party may terminate this Agreement immediately upon giving notice of termination to the other party upon the other party failing to cure a material breach hereof committed by it within 10 days after receiving written notice thereof.

(c) Obligations Upon Termination. Upon termination of this Agreement, Member shall, at its expense, deliver to NIAHC any NIAHC Materials that are in its possession or under its control. Sections 7, 8, 10, 11, 12 and 13 hereof shall survive any termination of Agreement.

7. Ownership. Unless otherwise indicated on the Order Form, the parties agree that, as between Member and NIAHC,

(i) the Service Interface, NIAHC Materials and any derivative works or improvements created under this Agreement that are based on the Content are the exclusive property of NIAHC, and

(ii) Content provided by the Member is the exclusive property of Member or third party licensors. During the term of this Agreement and thereafter, neither party will disclose or provide to any third party, or otherwise use the property of the other party, except as expressly provided in this Agreement or as necessary for the parties to perform their obligations or exercise or enforce their rights hereunder. Notwithstanding the foregoing, all Content submitted by Member to NIAHC for inclusion in any NIAHC health care provider directory, NIAHC's collection of health care provider information that is accessible on the World Wide Web and through various NIAHC Services, shall become the property of NIAHC. As a part of the Services, NIAHC may design a trademark or logo for Member. In such event, it is Subscriber's obligation to ensure that any such trademark or logo does not infringe the intellectual property rights of any third party. Member shall defend, indemnify and hold harmless NIAHC from and against any third party claims, actions, causes of action, liabilities, damages, costs, and expense, including attorney's fees, arising out of a breach of this obligation.

8. Representations and Warranties of Member. Member is solely responsible for any legal liability arising out of or relating to this Agreement. Member represents and warrants to NIAHC that it has full power and authority to provide and use the content as contemplated hereunder and that such provision and use of the Content does not and will not violate any copyrights, trade secrets or other proprietary rights of any third party or create any liability to any third party. Member further warrants and represents that the Content does not contain any matter that is defamatory or which may cause injury or result in damage to any third party and that the Content does not contain any matter which is false or deceptive. Member also represents and warrants that it will comply with all applicable laws, rules, and regulations regarding alternative health care, conduct, and advertising in its performance under this Agreement and that the subject matter of the Content and Services shall be limited to alternative health care services provided by Member. Member acknowledges that any breach of its representations or warranties herein is a material breach of this Agreement. Member shall defend, indemnify and hold harmless NIAHC from and against any and all third party claims, actions, causes of action, liabilities, damages, costs, and expenses, including attorney's fees, arising out of or related to any facts or alleged facts which, if true, would constitute a breach of such representations or warranties.

9. Relationship. The parties to this Agreement are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability on either party.

10. No Warranties. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY NIAHC OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR OF ERROR-FREE AND UNINTERRUPTED USE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. NIAHC MAKES NO ASSURANCE AS TO THE RESULTS OF ITS SERVICES.

11. Limitation on Liability.

(a) Force Majeure. Except for payment obligations, neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations or transportation or utilities stoppages or slowdowns. If any of these causes continues to prevent or delay performance for more than ninety (90) days, the affected party may terminate this Agreement, in whole or in part, effective immediately upon notice to the other party.

(b) No Consequential Damages. NIAHC WILL NOT BE LIABLE TO MEMBER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SUBSCRIBER OR ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.

12. Limited Remedy. In the event NIAHC fails to exercise due care in providing services hereunder, the exclusive remedy against NIAHC and NIAHC's sole liability, is, at NIAHC's option, the provision of corrective services or the repayment of the fee applicable to the relevant services.

13. Indemnity. Member shall indemnify, defend and hold NIAHC harmless from any and all claims, liability, costs, damages and expenses, including without limitation attorneys' fees, arising out of or relating to the services provided by NIAHC under this Agreement brought by any third party.

14. Enforcement. If any sums due to NIAHC are not paid when due, interest shall accrue thereon at the rate of 1.5% per month until paid in full. In any action to construe or enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs in addition to any damages or other remedy awarded.

15. Severability. In the event that any provision or covenant of this Agreement is held to be unenforceable or invalid, such provision or covenant shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of the remaining provisions and covenants of this Agreement shall not be affected thereby.

16. Governing Law. This Agreement has been executed in and shall be governed by the laws of the State of California. This Agreement shall be performed in Santa Cruz County, California. Venue for any and all controversies involving this Agreement shall be the County of Santa Cruz, State of California.

17. Guaranty. If Member is a corporation, the person executing this Agreement on behalf of Member hereby personally guaranties the performance of Member's obligations hereunder.

18. Amendment. No amendment or variation of the terms of this Agreement, with or without consideration, shall be valid unless made in writing and signed by all of the parties to this Agreement at the time of such amendment.

19. Further Instruments. The parties shall execute such further instruments and take such further action as may be necessary to carry out the purposes and intent of this Agreement.

20. Counterparts. This Agreement may be executed in one or more counter parts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement.

21. No Waiver. No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of its right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

22. Inurement. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, assigns and successors in interest.

23. Entire Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties, relating to the subject matter of this Agreement which are not fully expressed herein.

If you have any specific questions about our Terms of Use, Privacy Policy, the privacy practices of this website, or this Member Agreement, you can contact us by email at Althealthconnect.com or write to us at the following address:

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Scotts Valley, CA 95066