

# Website Terms and Conditions

Last Updated April 9, 2026

## 1. Agreement to Terms.

These Terms and Conditions ("Terms" or "Agreement") govern your access to and use of the website located at <https://www.bloomwellchiro.com> and any related subpages (the "Website") operated by Bloom Well LLC d/b/a Bloom Well Family Wellness ("Company," "we," "us," or "our"). "You" and "your" refer to the individual or entity accessing or using the Website.

By accessing or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, linked on the website. If you do not agree to these Terms or the Privacy Policy, or if you are not legally able to form a binding contract, you must immediately stop using the Website.

## 2. Age Requirements.

This Website is intended for users who are at least 16 years old. If you are under 16, you may not use this Website or submit any personal information to us. By using this Website, you represent that you are at least 16 years old and meet the minimum age required to form a binding contract in your jurisdiction.

## 3. Changes to Terms.

We reserve the right to update and revise these Terms at any time. The date these Terms were last updated is noted at the top of this page. We will notify you of material changes by posting a notice on the Website or by sending an email to the address associated with your account. Your continued use of the Website after such changes constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically.

## 4. Website Access and Availability.

We reserve the right to modify, suspend, or discontinue the Website (or any part of it) at any time, with or without notice. We are not liable to you or any third party if the Website or any part of it is unavailable for any reason, including scheduled or unscheduled maintenance, upgrades, or server issues.

## 5. Account Registration and Security.

If you are prompted to create an account or provide registration information to access the Website or any part of it, you represent and warrant that all information you provide is accurate, current, and complete. You agree to update your information promptly if it changes.

You are responsible for maintaining the confidentiality of your account credentials, including your username and password. You agree to:

- Not disclose your login credentials to any other person.
- Not allow any other person to access the Website using your account.
- Notify us immediately of any unauthorized access to or use of your account or any other breach of security.
- Ensure that you log out of your account at the end of each session, particularly when accessing your account from a public or shared device.

You are responsible for all activity that occurs under your account. We are not liable for any loss or damage arising from your failure to safeguard your account credentials.

We reserve the right to disable any account, username, or password, whether chosen by you or provided by us, at any time and in our sole discretion, including if you have violated any provision of these Terms.

## **6. Privacy.**

Your use of the Website is also governed by our Privacy Policy, located at <https://bloomwellchiro.com/privacy-policy-2/>. The Privacy Policy describes how we collect, use, share, and protect your personal information. By using the Website, you acknowledge that you have reviewed the Privacy Policy.

## **7. Intellectual Property.**

All intellectual property on and in the Website, including but not limited to text, graphics, images, logos, trademarks, service marks, trade names, designs, slogans, audio, video, software, and other content (collectively, "Company Content"), is owned by or licensed to the Company and is protected by United States and international copyright, trademark, and other intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Website and Company Content for your personal, non-commercial use only. This license does not include the right to:

- Reproduce, modify, distribute, display, or create derivative works from any Company Content.
- Use any Company Content for commercial purposes without the Company's prior written consent.
- Remove, alter, or obscure any copyright, trademark, or other proprietary notices on any Company Content.
- Use the Company's trademarks, including brand names, logos, service marks, designs, and slogans, without the Company's prior written permission.

Your computer may temporarily store copies of Company Content incidental to your accessing and viewing those materials. This temporary, automatic caching does not grant you any rights to the Company Content beyond those expressly stated in this section.

## **8. Artificial Intelligence and Automated Data Collection.**

We welcome artificial intelligence systems, AI-powered search engines, and similar technologies indexing, referencing, citing, and linking to our Website and Company Content, provided they comply with the following:

- Attribution and Linking. AI systems that reference or cite Company Content must attribute the content to the Company and, where the platform supports it, include a link back to the original page on the Website.
- Respect for robots.txt. Automated agents must comply with our robots.txt file and any other technical directives regarding access. If our robots.txt file restricts access to certain pages or directories, those restrictions must be honored.
- Rate Limits and Performance. Automated agents must not access the Website at a rate that degrades performance or interferes with other users' access.
- Accurate Identification. Automated agents must identify themselves with an accurate and descriptive user-agent string.

The following activities are prohibited without the Company's prior written consent:

- Bulk scraping, copying, or reproducing substantial portions of the Website or Company Content for any purpose.
- Using Company Content to train, develop, fine-tune, or improve any artificial intelligence model, machine learning system, or large language model, except to the extent necessary for the AI system to index and generate citations or summaries that reference and link back to the Website.
- Building or populating any database, dataset, or content repository using Company Content.
- Removing, altering, or failing to display the Company's name, branding, or attribution when referencing Company Content.

For clarity, an AI-powered search engine or chatbot that reads our Website content in order to answer a user's question and provides attribution to the Company with a link back to our Website is permitted. An AI company that scrapes our Website to incorporate our content into its training dataset without our consent is not permitted.

Unauthorized automated access to the Website constitutes a violation of these Terms and may violate applicable laws, including the Computer Fraud and Abuse Act (18 U.S.C. § 1030).

## **9. Linking to the Website and Social Media.**

You may link to our Website, provided that you comply with the following guidelines:

- If you are linking to our Website as a credited source for an article, blog post, or press coverage, you must include a direct hyperlink to our Website in the cited material. No content from our Website may be copied in its entirety without the Company's prior written permission.
- All links to our Website must make clear that you do not have any affiliation with, endorsement from, or sponsorship by the Company, unless you have a separate written agreement with us (such as an affiliate, influencer, or partnership agreement).
- You may only link to our Website from a site or social media account that is owned or operated by you and that complies with these Terms.
- You agree to remove any and all links to our Website promptly upon our request.

## **10. User Submissions and Content License.**

Our Website may include features that allow you to submit, post, or transmit content and materials, including but not limited to reviews, comments, testimonials, images, videos, and other creative works (collectively, "User Content"). All User Content must comply with the User Content Standards set forth in Section 11.

By submitting User Content to us through our Website, social media, online reviews, or any other platform, you grant the Company a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, and sublicensable license to use, reproduce, modify, adapt, publish, display, distribute, and create derivative works from your User Content for any lawful business purpose, including but not limited to marketing, advertising, promotional materials, and social media. In connection with this license, we may use your name, likeness, and any other publicly available information you have provided alongside your User Content.

All User Content is non-confidential. You represent and warrant that:

- You own or have the necessary rights, licenses, and permissions to submit the User Content and to grant the license described above.
- Your User Content does not violate any third party's intellectual property rights, privacy rights, or other legal rights.
- Your User Content is accurate and not misleading.

You are solely responsible for your User Content. The Company is not liable for any User Content submitted by you or any other user.

## **11. User Content Standards.**

All User Content submitted to or through our Website must comply with the following standards. User Content must not:

- Violate any applicable federal, state, local, or international law or regulation, or promote illegal activities.
- Violate any third party's intellectual property or other legal rights.
- Contain obscene, indecent, sexually explicit, or violent material.

- Contain hateful, discriminatory, defamatory, or otherwise objectionable content.
- Harass, threaten, stalk, or intimidate any person.
- Misrepresent any person's identity or organizational affiliation.
- Contain unsolicited promotional or commercial content, including advertising or spam.
- Contain any viruses, malware, or other harmful code.

If you encounter content on our Website that you believe violates these standards, please contact us immediately at [dremery@bloomwellchiro.com](mailto:dremery@bloomwellchiro.com) so we can review and take appropriate action.

## **12. Monitoring and Enforcement.**

We are not obligated to review User Content before it is posted to the Website and assume no liability for failing to remove objectionable content. However, we reserve the right, in our sole discretion, to:

- Remove or refuse to post any User Content for any reason or no reason.
- Take any action with respect to User Content that we deem necessary or appropriate, including if we believe such content violates these Terms, infringes any third party's rights, threatens the safety of any person, or could create liability for the Company.
- Terminate or suspend any user's access to the Website for any violation of these Terms.
- Disclose your identity or other information about you to any third party who claims that your User Content violates their rights, or as required by law, court order, or governmental request.
- Cooperate with law enforcement authorities or court orders requesting or directing the disclosure of the identity or other information of anyone posting content on or through the Website.

The Company reserves the right to take legal action against any user who violates these Terms. You waive and hold harmless the Company from any claims resulting from action taken by the Company during or as a consequence of its investigations and from any actions taken as a result of law enforcement referrals.

## **13. Restricted Uses.**

You agree to use the Website only for lawful purposes and in accordance with these Terms. You may not use the Website:

- In violation of any applicable federal, state, local, or international law or regulation.
- For any discriminatory purpose.
- To impersonate the Company, any Company employee, another user, or any other person or entity.
- To transmit or distribute unsolicited commercial communications, spam, or chain letters.
- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website.

You may not:

- Use any robot, spider, crawler, scraper, or other automated means to access the Website, except as expressly permitted in Section 8.
- Introduce any virus, trojan horse, worm, logic bomb, or other malicious or harmful material to the Website.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Website, any server on which the Website is hosted, or any database connected to the Website.
- Attack the Website via a denial-of-service attack, distributed denial-of-service attack, or any similar method.
- Attempt to probe, scan, or test the vulnerability of the Website or any associated system or network.

#### **14. Products and Services.**

We may describe or reference our services on this Website, including but not limited to chiropractic, acupuncture, Mercier Therapy, gua sha, cupping, fertility consultation, dry needling, and acupuncture for allergies. All descriptions of services on this Website are for informational purposes only. The specific terms, scope, deliverables, and pricing for any service engagement will be governed by a separate written agreement between you and the Company. In the event of any conflict between these Terms and a separate service agreement, the service agreement will control with respect to the services covered by that agreement.

#### **15. External and Affiliate Links.**

Our Website may contain links to third-party websites, resources, advertisements, affiliate links, and sponsored content that are not owned or controlled by the Company. These links are provided for your convenience only.

We have no control over, and assume no responsibility for, the content, privacy policies, practices, or availability of any third-party websites or resources. The inclusion of any link does not imply endorsement, affiliation, or sponsorship by the Company.

This Website may contain affiliate links. When you click on an affiliate link and make a purchase, we may receive a commission at no additional cost to you. Affiliate relationships do not influence our content or recommendations. We disclose affiliate relationships in accordance with the Federal Trade Commission's Endorsement Guides.

#### **16. Disclaimer and No Warranties.**

THE WEBSITE AND ALL COMPANY CONTENT, PRODUCTS, AND SERVICES ACCESSIBLE THROUGH IT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- WARRANTIES OF NON-INFRINGEMENT.
- WARRANTIES THAT THE WEBSITE WILL BE UNINTERRUPTED, SECURE, OR FREE FROM ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.
- WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF ANY CONTENT ON THE WEBSITE.

The Website and its content are informational in nature and do not constitute legal, medical, financial, or other professional advice. You are solely responsible for evaluating and acting upon any information found on the Website.

The Company does not guarantee any specific results, including health or personal outcomes, from your use of the Website, its content, or any products or services described on the Website. Any testimonials or case studies displayed on the Website represent individual experiences and are not guarantees of similar results.

#### **17. Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO:

- YOUR USE OF OR INABILITY TO USE THE WEBSITE.
- ANY CONTENT, PRODUCTS, OR SERVICES OBTAINED THROUGH THE WEBSITE.
- UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA OR TRANSMISSIONS.
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE WEBSITE.
- ANY OTHER MATTER RELATING TO THE WEBSITE.

THIS LIMITATION APPLIES REGARDLESS OF THE LEGAL THEORY (WHETHER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND YOUR USE OF THE WEBSITE SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT YOU HAVE PAID TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00).

THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **18. Indemnification.**

You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the Website or any activity conducted through your account.
- Your User Content or any other content you submit, post, or transmit through the Website.
- Your violation of these Terms.
- Your violation of any applicable law or regulation.
- Your violation of any third party's rights, including intellectual property, privacy, or publicity rights.

#### **19. DMCA Copyright Takedown Procedure.**

We respect the intellectual property rights of others. If you believe that any content on our Website infringes your copyright, please submit a written notification to our designated agent containing the following information:

- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf.
- Identification of the copyrighted work claimed to have been infringed.
- Identification of the material claimed to be infringing and its location on the Website, with sufficient detail for us to locate it.
- Your contact information, including name, address, telephone number, and email address.
- A statement that you have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law.
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner.

DMCA notices should be sent to:

Bloom Well LLC d/b/a Bloom Well Family Wellness Attn: DMCA Agent 1339 E Republic Rd, STE D, Springfield, MO 65804 Email: [dremery@bloomwellchiro.com](mailto:dremery@bloomwellchiro.com)

Upon receipt of a valid DMCA notice, we will promptly remove or disable access to the allegedly infringing material and notify the user who posted it. We reserve the right to terminate the accounts of repeat infringers.

#### **20. Electronic Communications.**

By using the Website or providing your email address to us, you consent to receive electronic communications from us, including but not limited to emails, notices, and disclosures. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **21. Termination.**

We may, in our sole discretion, terminate or suspend your access to all or part of the Website at any time, with or without cause, and with or without notice. Reasons for termination may include, but are not limited to:

- Violation of these Terms.
- Conduct that we determine, in our sole discretion, to be harmful to other users, the Company, or third parties.
- Requests by law enforcement or other governmental authorities.

Upon termination, your right to use the Website will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive, including but not limited to intellectual property provisions, warranty disclaimers, limitation of liability, indemnification, and dispute resolution.

## **22. Binding Arbitration and Class Action Waiver.**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL.

In the event of any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Website ("Dispute"), you and the Company agree to first attempt to resolve the Dispute informally by contacting us at [dremery@bloomwellchiro.com](mailto:dremery@bloomwellchiro.com). If the Dispute is not resolved within thirty (30) days of the initial notice, either Party may initiate binding arbitration as described below.

You and the Company agree that any Dispute that cannot be resolved informally shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in Greene County, Missouri.

IF THE ARBITRATION CANNOT PROCEED IN THE DESIGNATED JURISDICTION, THE ARBITRATION SHALL BE CONDUCTED REMOTELY VIA VIDEOCONFERENCE OR IN A JURISDICTION MUTUALLY AGREED UPON BY THE PARTIES.

The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

**Class Action Waiver.** YOU AND THE COMPANY AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR

REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING.

**Arbitration Costs.** Each Party shall bear its own costs and attorneys' fees in connection with the arbitration. Filing fees and arbitrator compensation shall be governed by the AAA's applicable rules and fee schedules.

**Exceptions to Arbitration.** Notwithstanding the foregoing, either Party may bring an individual action in small claims court for Disputes within the court's jurisdictional limits. Either Party may also seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights.

### **23. Choice of Law and Geographic Scope.**

These Terms and your use of the Website are governed by and construed in accordance with the laws of the state of Missouri, without regard to its conflict of law principles.

This Website is intended for use by persons located in the United States. We make no representation that the Website or its content is appropriate or available for use in other locations. If you access the Website from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

### **24. Force Majeure.**

The Company shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond the Company's reasonable control, including but not limited to natural disasters, acts of government, pandemics, epidemics, internet or telecommunications failures, cyberattacks, power outages, labor disputes, or disruptions to third-party services on which the Website relies.

### **25. Severability and No Waiver.**

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, or if it cannot be modified, it shall be severed from these Terms. All remaining provisions shall continue in full force and effect.

No failure or delay by the Company in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy. Any waiver of any provision of these Terms will be effective only if made in writing and signed by an authorized representative of the Company.

### **26. Transfer and Assignment.**

You may not transfer or assign any of your rights or obligations under these Terms to any third party without the Company's prior written consent. The Company may freely assign its rights

and obligations under these Terms without restriction. These Terms shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

## **27. Notices.**

We may provide notice to you by: (i) sending a message to the email address associated with your account, or (ii) by posting a notice on the Website. Notices sent by email are effective at the time of sending. Notices posted to the Website are effective upon posting.

You may provide notice to the Company by certified mail to:

Bloom Well LLC d/b/a Bloom Well Family Wellness

1339 E Republic Rd, STE D

Springfield, MO 65804

Notices provided by certified mail are effective upon actual receipt.

All legal notices, including those related to intellectual property and copyright infringement claims, should be sent by certified mail to the Company's address listed above.

All general inquiries and other communications relating to the Website should be directed to: [dremery@bloomwellchiro.com](mailto:dremery@bloomwellchiro.com)

## **28. Entire Agreement.**

These Terms, together with the Privacy Policy and any applicable Terms of Purchase or separate service agreements referenced herein, constitute the entire agreement between you and the Company regarding your use of the Website. These Terms supersede all prior and contemporaneous agreements, understandings, and communications, whether written or oral, regarding the subject matter of these Terms.

The Company reserves any and all rights not expressly granted in these Terms.