

Terms of Use

Iron Gate Management Services,
LLC Terms of Use
Last Updated: June 23, 2026

These terms and conditions of use ("Terms of Use") govern your use of online interfaces and properties (e.g., websites and applications) that are owned and controlled by **Iron Gate Management Services, LLC** (hereafter "Iron Gate Management," "we," "us," and "our"), including the website (the "Website"), as well as the services ("Services") available to users through the Website or through any other means, including mobile phone applications. The terms "you" and "your" means you your dependent(s) or representative(s) if any, and any other person accessing your account on the Website or Services. Your acceptance of, and compliance with, these Terms of Use is a condition to the use of the Website and Services. By using the Website or Services, you acknowledge that you have read, understand, and expressly agree to all terms and conditions contained within the Terms of Use and Privacy Policy. If you do not agree to be bound by these terms, you are not authorized to access or use this Website or Services for any purpose; promptly exit the Website or Services.

UNLESS YOU PROVIDE A TIMELY NOTICE TO OPT-OUT, THIS AGREEMENT REQUIRES THAT YOU RESOLVE ANY DISPUTE WITH US THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS. THIS MEANS THAT YOU WAIVE ALL RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION. EXCEPTIONS AND INSTRUCTIONS FOR OPTING-OUT ARE DESCRIBED BELOW.

USER REPRESENTATIONS: To register on the Website, to enroll for the Services and/or use the Services, you represent and warrant that you are at least eighteen (18) years of age. You further represent and warrant that: (i) you have the legal ability and authority to agree to these Terms of Use and use the Website and Services; (ii) the information you provided during your registration is accurate and complete; (iii) you will comply with all applicable laws as they relate to the Website and/or Services; and (iv) you will not interfere with, disrupt, or replicate, or attempt to interfere with, disrupt, or replicate this Website and Services and its security measures and protocols. If any information you provided to us becomes inaccurate, incomplete, or otherwise false and/or misleading, you will immediately notify us. You are responsible for ensuring that any information you provide is complete, up to date, and accurate.

MODIFICATION OF TERMS: We reserve the right, at any time without prior notice and for any reason, without penalty or liability to you or any third party, to update, change, or replace the Terms of Use by posting updates and/or changes to our Website. Any changes to the Terms of Use are effective immediately upon posting. By continuing to access and use the Website or Services, you expressly agree to follow and be bound by all applicable updates and changes to the Terms of Use.

MODIFICATION OF WEBSITE AND SERVICES: We reserve complete and sole discretion with respect to the operation of the Website and the Services. We may withdraw, suspend, or otherwise discontinue any functionality or feature of the Website or the Services. We reserve the right to maintain, delete, or destroy all communications and user content posted or uploaded to the Services pursuant to applicable law and our internal record retention and/or destruction policies. Occasionally, we may perform maintenance on or upgrade the Website or Services or the underlying structure that enables use of the Website or Services. This may require us to temporarily suspend or limit your use of our Website or Services until such time the maintenance or upgrade is completed. We may perform the changes, maintenance, and upgrades without prior notice and for any reason. To the extent possible, we will endeavor to publish the time and date of such expected suspension or limitation of the Website or Services in advance. You agree that you are not entitled to claim any damages for such suspension or limitation during such maintenance, upgrade, or discontinuance.

LICENSE: Upon accepting the Terms of Use, you are granted a limited, non-assignable, non-sublicensable, non-exclusive license to use the Website or Services on a personal computer, mobile phone, or other electronic device for personal, non-commercial use through your individual account. You agree not to grant any third party the right to your personal use of our Website or Services.

USE OF SERVICES: You are required to provide us with your name, email address, and phone number upon registering for a user account. We will use your email address or phone number to send you important updates about the Website and Services, as well as notifications when information and documents are added that you need to be aware of (e.g., forms, updated terms, etc.). In some instances, but not all, registered users may be permitted to opt out of receiving certain emails.

Use of the Website and Services described herein are subject to our Privacy Policy. The Privacy Policy is hereby incorporated by reference into these Terms of Use.

Portions of the Website or Services are only available to users who have registered and created an account with an appropriate username and password ("Registered Users"). Each Registered User is responsible for controlling the privacy, dissemination, access to, and use of their username and password, and/or personal information necessary for verification, and promptly informing us of any need to deactivate a password or account. You also agree to promptly notify us of any unauthorized use of your username, password, or any other breach of security that you become aware of involving or relating to the Website or Services by emailing us at info@womenkindhealth.com. We explicitly disclaim liability for any and all losses and damages arising from your failure to comply with this section.

Neither the Website nor Services are intended to support or carry emergency calls to any law enforcement or healthcare provider or entity. In the event of a clinical emergency, dial 911 immediately.

PROFESSIONAL SERVICES: By requesting a clinical consultation with a provider through the Website, you are requesting to enter into a clinician-patient relationship with a licensed provider (“Provider”), who shall be solely responsible for the provision of professional clinical services. You will only receive clinical care once a bona fide clinician-patient relationship with a Provider is established by mutual acceptance. You acknowledge that the Provider will not assume responsibility for your ongoing medical care and will not act as your primary care provider.

Iron Gate Management facilitates your access to telehealth services. We operate independently from the Providers who render professional clinical services via the telehealth platform, and Iron Gate Management is not responsible for such Providers’ acts, omissions, or for the content of any communications made by them, whether through the telehealth platform or otherwise. We do not engage in the practice of any licensed profession. By accepting the Terms of Use and using the Website and Services, you acknowledge and agree that Iron Gate Management does not provide professional clinical services, is not a healthcare provider, does not employ or engage licensed healthcare providers for the purpose of furnishing professional clinical services, and that by using the Website and Service, you are not entering into a provider-patient relationship with Iron Gate Management.

If you engage in a clinical encounter with a Provider, we may collect a clinical encounter fee from you prior to the encounter. We will transmit the clinical encounter fee to your treating Provider. The clinical encounter fee is non-refundable upon your initiation of a provider-patient relationship with a Provider.

CLINICAL DISCLAIMERS: We make no representation or warranty as to the content or quality of any treatment decision, recommendation, or response from any Provider. Providers utilize the Website to connect with you. Providers do not render professional clinical services through, or on behalf of, Iron Gate Management. You and the Provider are solely responsible for all information and/or communication transmitted or sent during a telephone or web video consultation, secure email, questionnaire, or other communication, and the subsequent result. We do not make any representation that a telephone or web video consultation, secure email, questionnaire, or other communication is the appropriate type of communication and/or treatment format for your particular healthcare situation or needs. You acknowledge and agree that: (i) use of this Website is not a replacement for your existing relationship with your primary physician or other primary healthcare provider; (ii) you will contact your primary physician or other primary healthcare provider immediately should your condition change or your symptoms worsen; and (iii) if you require emergency care, you will contact your local emergency services immediately.

PRESCRIPTION PRODUCTS: Iron Gate Management does not guarantee the issuance of a prescription, order, or certification. It is up to the professional discretion of the Provider to evaluate, diagnose, and recommend the best treatment for you. If a Provider determines a prescription product is appropriate for you and issues a prescription, order, or certification, you will receive information about your options for filling the order.

CALLING, SMS AND EMAIL MESSAGES: You may have the option to receive telephone calls, text (SMS) and email messages from us. You acknowledge and agree that the text messages sent by us may be sent using an automatic telephone dialing system and that standard messaging and data rates apply and you are responsible for any associated fees, including charges from your carrier. Message frequency will vary, and you may receive multiple messages in a single day. By enrolling to receive such calls or messages, you consent to receive these communications from us or our affiliates concerning your use of the Website and Services. These communications may include, but are not limited to, transactional messages related to your use of the Website and Services. You may unsubscribe from these communications at any time by following the instructions set forth on the enrollment page. Alternatively, you may unsubscribe from SMS messages by texting "STOP" to the message received, or by contacting us at info@womenkindhealth.com.

You understand that while Iron Gate Management takes the privacy and the security of your health and other sensitive information very seriously, Iron Gate Management cannot guarantee that the transmission of information over the internet and mobile networks is fully secure. SMS messages and emails that you send to or receive from Iron Gate Management are not encrypted, which means that it is possible they may be intercepted by third parties. You should not text or email health or other sensitive information. If you choose to send or receive information about your health or any other sensitive information by text message or email, you do so at your own risk.

CONTENT OF COMMUNICATION: We do not endorse or take responsibility for the content of communications made using any portion of the Website. By using the Website, you agree that any content received or transmitted is entirely the responsibility of the individual from whom such content originated. You agree that you are solely responsible for the content you choose to upload onto the Website. You agree not to (i) access the Website or use the Services in any unlawful way or for any unlawful purpose; (ii) post or transmit (a) a message under a false name, or (b) any data, materials, content, or information (including, without limitation, advice, and recommendations) (collectively "Information") which is (1) libelous, defamatory, obscene, fraudulent, false, or contrary to the ownership or intellectual property rights of any other person, or (2) contains or promotes any virus, worm, Trojan horse, time bomb, malware, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Website or the Services, personal information, software, equipment, servers, or Information or facilitate or promote hacking or similar conduct; (iii) impersonate or misrepresent your identity or falsely state or misrepresent your affiliation with a person or entity; (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Website or the Services; (v) use robots or scripts with the Website; (vi) attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on, or received by this Website; (vii) incorrectly identify the sender of any message transmitted to the Website. You may not alter the attribution or origin of electronic mail, messages, or posting; (viii) harvest or collect protected health information about any other individual who uses the Website or the Services; (ix) infringe or facilitate infringement on

any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties. All information you provide to us or any third-party through the Website shall be true, accurate, current, and complete.

Any information displayed on the Website is for informational purposes only. No content shall be construed as a professional opinion, clinical advice, or relied upon to diagnose or treat any particular condition unless provided or communicated by a Provider.

PAYMENT: We may charge fees for your use of certain Services. Where applicable, you agree that we may charge your credit card or other payment mechanism on file for all amounts due and owing for the Services, including taxes and service fees, set up fees, subscription fees, or any other fee associated with use of your registered account. We may change prices at any time, including changing a free service to a paid service; provided, however, that we will provide you with prior notice and an opportunity to terminate your registered account. You agree that in the event we are unable to collect the fees owed for the Services through your account, we may take any steps we deem necessary to collect such fees from you, and that you will be responsible for all costs and expenses incurred by us in connection with such collection activity, including collection fees and court costs. You further agree that we reserve the right to discontinue or suspend the Services provided to you in the event of non-payment.

NOTICE OF FINANCIAL RESPONSIBILITY: You acknowledge that you are solely responsible for all applicable charges at the prices then in effect for the Services, including any fees charged by the Providers or organizations, including any third parties, that provide professional clinical services to you in connection with the Services. Iron Gate Management may collect payment on behalf of Providers or organizations that provide professional clinical services to you. Iron Gate Management and/or the Providers or organizations, have no obligation to provide Services and/or professional clinical services, as applicable, unless and until full payment has been received and/or verified. You agree that you will not submit a claim to any third-party payor for reimbursement of any professional clinical services. The Provider does not participate in any payor network; therefore, neither the Provider, nor Iron Gate Management on behalf of the Provider, will submit any claim for reimbursement from any commercial, federal or state payors in connection with the professional clinical services furnished to you. To the maximum extent permitted by law, if the professional clinical services rendered by a Provider become reimbursable by an applicable commercial, federal, or state payor, you acknowledge and agree that if you are denied coverage upon submission of a claim, you shall be responsible for any outstanding payment for the professional clinical services.

TERMINATION: Unless expressed otherwise in writing, we reserve the right to terminate, rescind, revoke, or modify your access to the Website or Services without notice at any time for any reason. Any violation by you of these Terms of Use will result in immediate termination. We shall not be liable to you or any third party for any such termination. You may opt out of the Website or Services at any time.

After termination, Iron Gate Management will have no further obligation to coordinate the Services, except to the extent a Provider is obligated to provide you access to your health records or is required to provide you with continuing care under applicable legal, ethical, and professional obligations to you. Applicable terms in the Terms of Use, including, but not limited to, the following provisions shall survive the expiration or termination: Indemnification, Limitation on Liability, Limitation on Time to File Claims.

INTELLECTUAL PROPERTY: All materials on the Website or Services, including the design, layout, and organization (collectively referred to as “Materials”), with the exception of data contained in user records, are owned and copyrighted by us or our affiliates and are protected by all applicable intellectual property laws. All rights and title to the Materials, trademarks and service marks herein remain with us or its licensors. You are authorized to view the Website or Services and Materials. All rights not expressly granted herein are reserved to us. You may not reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, circulate, or exploit for commercial gain any portion of the Website or Services or the Materials. You further agree that any information you provide or use on the Website or Services, and your use of the Website or the Services, will not infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties.

You further agree that you shall not, and shall not permit any individual or entity to (a) reverse engineer, disassemble, decompile, decode, or adapt the Website, Services, or Materials, or otherwise attempt to derive or gain access to the source code of the Website, in whole or in part; (b) bypass or breach any security device or protection used for or contained in the Website or Services; (c) use the Website or Services for purposes of: (i) benchmarking or competitive analysis of the Website; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to our commercial disadvantage; or (d) use the Website, Services, or Materials for any other purpose or application not expressly permitted by this Agreement.

COPYRIGHT NOTICES: Iron Gate Management reserves the right to remove any content or any other material or information available on or through our Services, at any time, for any reason. Iron Gate Management otherwise complies with the provisions of the Digital Millennium Copyright Act (“DMCA”) applicable to Internet service providers and responds to clear notices of alleged copyright infringement. If you have objections to copyrighted content or material made available on or through our Website or Services, you may submit a notification to Iron Gate Management, LLC, ATTN: Designated Copyright Agent, **8 The Green #19010, Dover, DE 19901, United States**, or info@irongatemanagementservicesllc.com

TRADEMARKS: Our name, and all related names, logos, product and service names, designs, and slogans are trademarks of Iron Gate Management or its affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

THIRD PARTY WEBSITES: We may provide external links to third party websites. These Terms of Use apply only to your relationship with us and the Website or Services, and do not describe the terms and conditions, privacy policies or other policies of third parties. Your use of third-party

websites is at your own risk and subject to the third party's terms and conditions. We disclaim any and all liability for any information set forth on linked sites.

NO ENDORSEMENT: Information provided on the Website is for your convenience only. We do not endorse the promotions, products, publications, or services of any third party. We do not warrant or validate the advertisements, promotions, communications, or other materials of any third party. Any views expressed by third parties on this Website or Services are solely the views of such third party, and we assume no responsibility or liability for the accuracy of any statement made by such third party.

GEOGRAPHIC RESTRICTION: We provide this Website for use only by persons located in certain locations of the United States. We make no claims that the Website and Services herein provided are accessible or appropriate outside of those locations within the United States. If you access the Website or Services from outside the United States, you do so at your own risk and you are responsible for compliance with local laws.

INDEMNIFICATION: You hereby agree to hold harmless, defend, and indemnify us, our principals, owners, officers, directors, managers, employees, contractors, agents, other affiliated companies, suppliers, successors, and assigns from all liabilities, claims, demands, and expenses, including attorney's fees, that arise from or are related to (a) your use or misuse of the Website or Services, (b) your breach of these Terms of Use, (c) the content or subject matter of any information you provide to us, and/or (d) any negligent or wrongful act or omission by you in the use or misuse of the Website or the Services, including without limitation, infringement of third party intellectual property rights. You agree to waive, to the fullest extent permitted by law, all laws that may limit the efficacy of such indemnifications or releases.

LIMITATION ON LIABILITY: IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS WEBSITE OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE NOT LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BASED ON USE OF THIS WEBSITE OR SERVICES, EXCEPT AS REQUIRED BY LAW.

Your acceptance of this limitation of liability is an essential term and would not grant you access to the Website(s) without your agreement to this essential term of these Terms of Use. ***If you are a California resident, you waive your rights with respect to California civil code section 1542, which indicates "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."*** Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in

such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES: By accessing or using the Services, sending us emails, or completing online forms, you acknowledge and agree that you are engaging in electronic communications with us. You consent to receive all communications from us electronically, including, but not limited to agreements, notices, disclosures, and other information, whether provided via email or through the Services. You agree that all such electronic communications satisfy any legal requirement that such communications be in writing.

YOU FURTHER AGREE TO THE USE OF ELECTRONIC SIGNATURES, ELECTRONIC CONTRACTS, ELECTRONIC ORDERS, AND ELECTRONIC RECORDS, AS WELL AS TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR THROUGH THE SERVICES. You expressly waive any rights or requirements under any applicable laws, regulations, rules, ordinances, or other legal provisions in any jurisdiction that require an original (non-electronic) signature, the delivery or retention of non-electronic records, or payments or the granting of credits by means other than electronic means.

DISCLAIMER: THE WEBSITE OR SERVICES ARE PROVIDED BY US ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED, FREE FROM ERROR, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

We will make reasonable efforts to keep the Website and Services content timely and accurate, but we make no guarantees, and disclaim any implied warranty or representation about accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose of the Website and Services. We assume no liability arising from or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website or Services.

IRON GATE MANAGEMENT HAS NO RESPONSIBILITY, AND HEREBY DISCLAIMS ANY LIABILITY FOR TELEHEALTH SERVICES OFFERED OR DELIVERED BY A PROVIDER. EACH PROVIDER MAY CHANGE OR DISCONTINUE THE TELEHEALTH SERVICES AT ANY TIME, IN ITS SOLE CLINICAL DISCRETION, AND IRON GATE MANAGEMENT HAS NO OBLIGATION TO PROVIDE NOTICE TO YOU BUT CAN HELP TO FACILITATE ACCESS TO ANOTHER PROVIDER UPON REQUEST.

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 TO 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 OFFERED THROUGH THE WEBSITE IS AT YOUR OWN RISK.

GOVERNING LAW: These Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware, as amended from time to time, without regard to principles of conflicts of law.

LIMITATION ON TIME TO FILE CLAIMS: ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF, OR RELATING TO, THESE TERMS OF USE OR THE WEBSITE OR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

AGREEMENT TO ARBITRATE, VENUE: YOU AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY THEREOF OR THE USE OF THE SERVICES (COLLECTIVELY, "DISPUTE(S)") WILL BE SETTLED BY BINDING ARBITRATION. This arbitration clause governs all disputes, except that each party retains the right: (i) to bring an individual action in small claims court, and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action").

Without limiting the foregoing, you may decline the above arbitration provisions, thereby retaining the right to litigate any other Dispute if you provide us with written notice of your election, by U.S. mail or express courier to the address contained in the "Notices" section below, within thirty (30) days following the date you first agree to these Terms of Use (such notice, an "Arbitration Opt-out Notice"). If you do not provide us with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute, except as expressly set forth above. The exclusive jurisdiction and venue of any IP Protection Action, or if you timely provide us with an Arbitration Opt-out Notice, any other claims, will be the state and federal courts located in the State of Delaware and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

UNLESS YOU TIMELY PROVIDE US WITH AN ARBITRATION OPT-OUT NOTICE, YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND WE OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING. MOREOVER, THE ARBITRATOR WILL HAVE NO AUTHORITY TO AWARD PUNITIVE,

EXEMPLARY, INDIRECT, SPECIAL DAMAGES OR ANY OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES, EXCEPT AS REQUIRED BY LAW.

Any arbitration occurring pursuant to this section will be administered by the American Health Lawyers Association ("AHLA") before a single arbitrator with the locale of all hearings requiring physical attendance of the parties to occur in Kent County, Delaware or as otherwise mutually agreed upon by the parties. Any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This section will survive any termination of these Terms of Use.

ARBITRATION FEES: The costs of any arbitration, as described in the previous section, including without limitation, the fees of the arbitrator (but excluding each party's attorney's fees) shall be paid by the claimant who initiates the arbitration.

SEVERABILITY: If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

WAIVER: No delay by us in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

NOTICES: We may provide notice to you by e-mail at the e-mail address you provided during registration, by a general notice on the Website or Services, or by written communication delivered by first class U.S. mail or express courier to your address on record in your account information. You may give notice to us at any time, in writing, delivered by first class U.S. mail or express courier to: Iron Gate Management, **8 The Green #19010 Dover, DE 19901, United States** info@irongatemanagementservicesllc.com