



Terms & Conditions

Agreement to Terms

The terms of this condition constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and PDX Pints, LLC (“company,” “we,” “us,” or “our”) concerning access to and use of the pdxpoints.com website as well as any other media form, channel, mobile website or application related, linked, or otherwise connected to pdxpoints.com (“site”). This company is registered in Oregon, United States, and practice at 3518 S Corbett Ave, Portland, OR, 97239. The company’s EIN is 87-1453065. You agree that by accessing the site, you have read, understood, and agree to these Terms & Conditions (“terms”). IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, YOU ARE PROHIBITED FROM USING THE SITE AND MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on this site from time to time are expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms & Conditions from time to time. We will alert you about these changes by updating the “last updated” date, and you waive any right to receive notification of each change. Please ensure that you check the applicable terms every time you use this site so that you understand which terms apply. You will be deemed to have been made aware of and accepted the changes in any revised terms by your continued use of this site after the date such revised terms are posted.

The information provided on this site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access this site from other locations do so on their own initiative and are solely responsible for compliance with applicable local laws.

This site is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under 18 years of age) must have permission of, and be directly supervised by, their parent or guardian to use this site.

Intellectual Property Rights

Unless otherwise indicated, this site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the site (collectively, “content”) and the trademarks, service marks, and logos contained therein (t “marks”) are owned and controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The content and marks are provided on the site “AS IS” for your information and personal use only. Except as expressly provided in these Terms & Conditions, no part of this site and no content or marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use this site, you are granted a limited license to access and use this site and to download or print a copy of any portion of the content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the site, the content, and the marks.

User Representations

By using this site, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms & Conditions; (2) you are not under the age of 13; (3) you are not a minor in the jurisdiction where you reside, or if a minor, you have received parental permission to use this site; (4) you will not access this site through automated or non-human means,

whether through a bot, script, or otherwise; (5) you will not use this site for any illegal or unauthorized purpose; and (6) your use of this site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of this site (or any portion thereof).

Prohibited Activities

You may not access or use this site for any purpose other than that for which the site has been made available. This site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of this site, you agree not to:

- systematically retrieve data or other content from this site or to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- circumvent, disable, or otherwise interfere with security-related features of this site, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of this site and/or content contained therein.
- disparage, tarnish, or otherwise harm, in our opinion, us and/or this site
- use any information obtained from this site to harass, abuse, or harm another person
- make improper use of our support services or submit false reports of abuse or misconduct
- use this site in a manner inconsistent with any applicable laws or regulations
- engage in unauthorized framing of or linking to this site
- upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interfered with any party's uninterrupted use and enjoyment of this site, or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of this site.
- engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- delete the copyright or other proprietary rights notice from any content.
- attempt to impersonate another user or person or use the username or another user.
- upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels web bugs, cookies, or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms," or "pcms").
- interfere with, disrupt, or create an undue burden on this site or the networks or services connected to this site.
- harass, annoy, intimidate, or threaten any employees or agents of this company engaged in providing any portion of this site to you.
- attempt to bypass any measures of this site designed to prevent or restrict access to this site, or any portion of this site.
- copy or adapt this site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of this site.
- except as may be the result of standard research engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses this site, or using or launching any unauthorized script or other software.
- use a buying agent or purchasing agent to make purchases on this site.
- make any unauthorized user of this site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- use this site as part of any effort to compete with us or otherwise use this site and/or the content for any revenue-generating endeavor or commercial enterprise.
- use this site to advertise or to offer to sell goods and services.
- sell or otherwise transfer your profile.

User Generated Contributions

This site does not offer users the opportunity to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on this site, including but

not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively “contributions”). Contributions may be viewable by other users of this site and through third-party websites. As such, any contributions you transmit may be treated in accordance with the Site Privacy Policy. When you create or make available any contributions, you thereby represent and warrant that:

-the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

-you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, this site, and other users of this site to use your contributions in any manner contemplated by this site and these Terms & Conditions.

-you have the written consent, release, and/or permission of each and every identifiable person in your contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your contributions in any manner contemplated by this site and these Terms & Conditions.

-your contributions are not false, inaccurate, or misleading.

-your contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

-your contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).

-your contributions do not ridicule, mock, disparage, intimidate, or abuse anyone

-your contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.

-your contributions do not violate any applicable law, regulation, or rule.

-your contributions do not violate the privacy or publicity rights of any third party.

-your contributions do not violate any applicable law concerning child pornography, and do not violate any other regulation intended to protect the health and well-being of minors.

-your contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

-your contributions do not otherwise violate, or link to material that violates, any provision of these Terms & Conditions, or any applicable law or regulation.

Any use of this site in violation of the foregoing violates these Terms & Conditions and may result in, among other things, termination, or suspension of your rights to use this site.

Contribution License

You agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding this site, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your contributions. You retain full ownership of all your contributions and any intellectual property rights or other proprietary rights associated with your contributions. We are not liable for any statements or representations in your contributions provided by you in any area on this site. You are solely responsible for your contributions to this site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your contributions.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding this site (“submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to you. You hereby waive all moral rights to any such submissions, and you hereby warrant that any such submissions are original with you or that you have the right to submit such submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your submissions.

Site Management

We reserve the right, but not the obligation, to: (1) monitor the site for violations of these Terms & Conditions; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms & Conditions, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from this site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage this site in a manner designed to protect our rights and property and to facilitate the proper functioning of this site.

Privacy Policy

We care about data privacy and security. Please review our website Privacy Policy. By using this site, you agree to be bound by this Privacy Policy, which is incorporated into these Terms & Conditions. (As a patient at this clinic, your data is bound by HIPAA. The HIPAA Notice of Privacy Practices can be found on our Forms page.) This Privacy Policy refers to use of this website. Please be advised that this site is hosted in the United States. If you access this site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of this site you are transferring your data to the United States and you agree to have your data transferred to and processed in the United States. Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to use without the requisite and verifiable parental consent, we will delete that information from this site as quickly as is reasonably practical.

Term and Termination

These Terms & Conditions shall remain in full force and effect while you use this site. Without limiting any other provision of these terms of use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of this site (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. We may terminate your use or participation on the site (including your online store account) or delete content or information that you posted at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of a third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of this site at any time for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of this site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of this site.

We cannot guarantee that this site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to this site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify this site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use this site during any downtime or discontinuance of this site. Nothing in these Terms & Conditions will be construed to obligate us to maintain and support the site or to supply any corrections, updates, or releases in connection therewith.

Governing Law

These Terms & Conditions and your use of this site are governed by and construed in accordance with the laws of the State of Oregon applicable to agreements made and to be entirely performed within the State of Oregon, without regard to its conflict of law principles.

Dispute Resolution

Binding Arbitration

If the parties are unable to resolve disputes of matters related solely to the use of this website through informal negotiations, the dispute (except those disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. You understand that without this provision, you would have the right to sue in court and have a jury trial. (Disputes related to provision of medical services will also be resolved via arbitration, as stated in the Arbitration Agreement.) Arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA consumer Rules”), both of which are available at the AAA website: www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either party. The arbitrator must follow applicable law, and any award may be challenge if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Multnomah County, Oregon. Except as otherwise provided herein, the parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the away entered by the arbitrator.

If for any reason, a dispute proceeds in court rather than arbitration, the dispute shall be commenced or prosecuted in the state and federal courts located in Multnomah County, Oregon, and the parties hereby consent to and waive all defenses of lack of personal jurisdiction in such states and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use.

In no event shall any dispute brought by either party related in any way to this site be commenced more than one year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither party will elect to arbitrate any dispute falling within that portion of this provision found to be illegal or unenforceable and such dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the parties agree to submit to the personal jurisdiction of that court.

Restrictions

The parties agree that any arbitration shall be limited to the dispute between the parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceedings; (b) there is no right or authority for any dispute to be arbitrated in a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Arbitration

The parties agree that the following disputes are not subject to the above provisions concerning binding arbitration: (a) any disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a party; (b) any dispute related to or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither party will elect to arbitrate any dispute falling within that portion of this provision found to be illegal or unenforceable and such dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the parties agree to submit to the personal jurisdiction of that court.

Corrections

There may be information on this site that contains typographical errors, inaccuracies, or omissions, although every attempt is made to eliminate these. Such errors, inaccuracies, or omissions may include descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on this site at any time without prior notice.

Medical

The products available in this site’s online store are meant to be used in conjunction with a medical provider. In this case “medical provider” refers to a professional acupuncturist with knowledge of Chinese herbs and western herbalism. They are available for purchase after consultation with your medical provider. Consumers purchasing these products agree that they are working with a qualified medical provider. The products available in this site’s online store have not been evaluated by the Food and Drug Administration. These products are not intended to diagnose, treat, cure, or prevent any disease.

Testimonials

Testimonials or statements made by any person(s) within this site are not intended to substitute for patient-practitioner discussion, patient evaluation by practitioner, or as a guarantee of patient health outcomes. Examples of treatment outcomes on this site or product descriptions on this site are not intended to convey, guarantee, or warranty, either express or implied outcomes, promises, or benefits from treatment. Medical information or statements made on/within this site are not intended for use in or as a substitute for the diagnosis or treatment of any health or physical condition or as a substitute for the patient-practitioner relationship established via either in-person or telemedicine evaluation. Patient agreement to the risks and benefits of any treatment can only be made after consultation with a healthcare professional. Use of this site constitutes acknowledgement and acceptance of these limitations and disclaimers.

Disclaimer

This site is provided on an as-is and as-available basis. You agree that your use of this site and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with this site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to this site and we will assume no liability or responsibility for any: (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from this site, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site. We do not warrant, endorse, guarantee, or assume responsibility or any product or service advertised or offered by a third party through this site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

Limitations of Liability

In No event will we or our directors, employees, or agents be liable to you or to any third party for any direct, indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of this site, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the lesser of the amount paid, if any, by you to us during the six-month period prior to any cause of action arising or \$100 USD. Certain US state laws and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimer or limitations may not apply to you, and you may have additional rights.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorney's fees and expenses, made by any third party due or arising out of: (1) use of this site, (2) purchase of products from this site, (3) breach of these Terms & Conditions, (4) any breach of your representations and warranties set forth in these Terms & Conditions, (5) your violation of the rights of a third party, including but not limited to intellectual property rights, or (6) any overt harmful act toward any other user of this site with whom you connected via this site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

User Data

We will maintain certain data that you transmit to this site for the purpose of managing the performance of this site, as well as data relating to your use of this site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using this site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Electronic Communications, Transactions, and Signatures

Visiting this site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on this site, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via this site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

California Users and Residents

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N Market Blvd., Suite N 112, Sacramento, CA, 95834, or by phone at 800.952.5210.

Miscellaneous

These Terms & Conditions and any policies or operating rules posted by us on this site or in respect to this site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms & Conditions does not operate as a waiver of such right or provision. These Terms & Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms & Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms & Conditions and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms & Conditions or use of this site. You agree that these Terms & Conditions will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms & Conditions and the lack of signing by the parties hereto to execute these Terms & Conditions.

Contact Us

In order to resolve a complaint regarding this site or to receive further information, please contact us at pdxpoints@gmail.com.