

Terms of Use, Updated October 14, 2023

These terms and conditions govern your use of this website. By using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of hereof you must not use Redhoffmanmd.com (the "website").

License to Use Website

Unless otherwise stated, Red Hoffman, MD and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all of these intellectual property rights are reserved.

You may view, download and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You may not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution].

Acceptable use

You will not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You will not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You will not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website.

You will not use this website to transmit or send unsolicited commercial communications.

You will not use this website for any purposes related to marketing without express written consent.

User Content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Red Hoffman, MD a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Red Hoffman, MD or a third party (in each case under any applicable law).

You will not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Red Hoffman, MD reserves the right to edit or remove any material submitted to this website, or stored on our servers, or hosted or published by this website.

Disclaimer

Redhoffmanmd.com includes information and instruction relating to health, fitness, diet, exercise and other related topics. Some of the products and services available through or mentioned on the website relate to such topics. You acknowledge and agree that the following warnings and disclaimers shall apply to all such information, instruction, products and services.

All information on this website is intended for entertainment and educational purposes only. It is not a replacement or substitute for professional medical advice and/or treatment. Consult with your own doctor for information and advice on your specific medical condition or questions

The website, including all content thereon, is not meant to be a substitute for medical advice from your doctor or health care provider and we make no warranties, express or implied, as to the completeness, accuracy, or appropriateness for any purpose of any information or content contained herein. We make no guarantee that the information herein is the most recent or accurate on any particular subject. You are encouraged to consult with your health care provider with any questions or concerns you may have regarding any health condition that you may have before starting any health plan or treatment. You should never disregard medical advice or delay seeking it because of a statement you have read on the website.

No Warranties

This website is provided "as is" without any representations or warranties, express or implied. Red Hoffman, MD makes no representations or warranties in relation to this website or the information and materials provided herein.

Without prejudice to the generality of the foregoing paragraph, Red Hoffman, MD does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any matter you should consult an appropriate professional.

The links on this website to external content were tested at the time they were posted. However, some websites remove stories or disable links, and we cannot guarantee their availability. Similarly, Redhoffmanmd.com provides these links as an educational service, but does not guarantee the accuracy of the information in them.

Limitations of Liability

Red Hoffman, MD will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website. By using this website you agree to hold Red Hoffman, MD, its contributors, affiliates and employees harmless from any claims arising from its use or from any of the content contained herein.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other Parties

You agree that you will not bring any claim against Red Hoffman, MD's officers or employees in respect of any losses you suffer in connection with the website.

You agree that the limitations of warranties and liability set out in this website disclaimer will protect Red Hoffman, MD's officers, employees, agents, subsidiaries, successors, assigns and subcontractors.

Unenforceable Provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Breaches of these Terms and Conditions

Without prejudice to Red Hoffman, MD's other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Red Hoffman, MD may revise these terms and conditions from time-to-time and without notifying you or obtaining your consent. Revised terms and conditions will apply to the use of this website

from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Red Hoffman, MD may transfer, sub-contract or otherwise deal with its rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire Agreement

These terms and conditions constitute the entire agreement between you and Red Hoffman, MD in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and Jurisdiction

These terms and conditions will be governed by and construed in accordance with the State of North Carolina, and any disputes relating to these terms and conditions will be subject to the exclusive binding jurisdiction of the courts thereof.