Thank you for choosing MyPainTracker! Please read these Terms and Conditions of Use Agreement (the “Agreement”) carefully. You must accept the Agreement in order to use this mobile device app.

MyPainTracker provides you this mobile device application (the “App”). As used in in this Agreement, “you” or “users” refers to individuals using the App in connection with their own activities. By using the App and/or by clicking the “I Agree” button, you unconditionally agree to follow and be bound by this Agreement. If you do not agree to be bound and comply with all the terms of this Agreement, you may not use our App.

INTENDED USERS

This App is available only to users who are at least 18 years old. Please note that we will not knowingly collect Personal Information from any person under 18 years of age. If you are using the App for the benefit of a child, please do not provide information relating to such child unless you are the child’s parents or guardians or have obtained their consent. You may not provide access to or use the App for the benefit of third parties or make commercial use of the App, but you may use the App for your personal use subject to this Agreement. By accessing and using the App, you represent and warrant that (a) any and all information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) your use of the App will comply with and does not violate any applicable law, regulation, order or guideline and (d) you consent to receiving messages and promotional material offering in-App purchases.

MODIFICATIONS OF THIS AGREEMENT

We reserve the right to update or modify this Agreement, at any time and for any reason, without penalty or liability to you or any third party. By continuing to use the App after any such changes, you unconditionally agree to follow and be bound by this Agreement as changed. For these reasons, we encourage you to periodically review this Agreement.

DISCLAIMERS

Your use of any aspect of the App is at your own risk. You must consult with healthcare providers and make your medical decisions based on their advice. We cannot and do not accept any liability in respect of any activities that you may undertake through using the App.

If you use and/or access the App on or from an iOS device which you or someone else jail broke, we shall not be responsible for the security of your data, including your Personal Information, and you shall bear all responsibility for any breach, illegal access, loss and/or corruption of such data.

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REQUIREMENTS FOR USE

In order to use the App, you must have compatible mobile devices, access to the Internet and data services, and certain necessary software. Fees and charges may apply to your use the Internet or mobile services. You agree that you are responsible for meeting these requirements and for your use of the Internet, any associated fees, charges or expenses.

NO MEDICAL ADVICE

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information is shared with an unintended party. We may, but have no obligation to, monitor, review or edit any Content. You are solely responsible for any Content that you share. Please be thoughtful about how you use the App and what you share. Remember that shared information may be used and re-shared by others so please be mindful of who you chose to share the Content with. We have no responsibility for your choice to share material on this App.

We are not responsible for the Content nor do we endorse any information contained in the Content. You agree that if anyone brings a claim against this App related to any content that you shared, then, to the extent permitted under local law, you will indemnify and hold us harmless from and against all damages, losses and expenses of any kind (including reasonable attorney fees and costs) arising out of such claim.

ACCOUNTS

You may register to use the App by providing your name and e-mail and other information requested in the registration. We may change the method of registration at our discretion. We might refuse to allow any user to open an account for any reason at our sole discretion. You agree to supply accurate and complete information to us when creating your account and when using the App, as well as to update such information promptly after any change. You will be responsible for any inaccuracies in the information you provide to us, or for your failure to keep such information up-to-date.

Do not share your account or login information with any third party, nor let any third party access your account. You are fully and solely responsible for maintaining the confidentiality of the login information for your account and for the security of your mobile device and all activity on your account, even if such activities were not committed by you. We may terminate your account if you let someone use your account inappropriately or if you or anyone using your account violates this Agreement. We will not be liable for any losses or damage arising from unauthorized use of the App, and you agree to indemnify and hold us harmless for any improper or illegal use of the App, and any charges and taxes incurred.

We may for any reason, in our sole discretion and without notifying you, terminate your account.

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LIMITATIONS ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL WE, OUR AFFILIATES, OR ANY OF OUR OR THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY PERSONAL INJURY, INCLUDING DEATH, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE APP, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR DEVICE FAILURE OR MALFUNCTION, EVEN IF A REPRESENTATIVE OF OURS HAS BEEN
ADvised of or should have known of the possibility of such damages. In no event will we be liable for any damages in excess of one hundred dollars ($100). In addition to the foregoing, we assume no responsibility for any error, omission, interruption, deletion, defect, and delay in operation or transmission or communications line failure. We are not responsible for any problems or technical malfunction of any telephone or cellular phone network or lines, software, failure of or any e-mail due to technical problems, including any injury or damage to users or to any person’s mobile device related to or resulting from participation or use of the App. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law. Any claims arising in connection with your use of the App must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.

INDEMNITY
You agree to defend, indemnify, and hold us harmless including our officers, directors, employees, agents, subcontractors, licensors and suppliers, any of our affiliated companies or organizations, and any successors, assigns or licensees, from and against any claims, actions or demands, damages, losses, liabilities, judgments, settlements, costs or expenses (including attorneys’ fees and costs) arising directly or indirectly from or relating to a) the breach of this Agreement by you or anyone using your mobile device, password or login information; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the App; (c) your violation of any law or regulation; or (d) any other matter for which you are responsible under this Agreement or under law. You agree that your use of the App shall be in compliance with all applicable laws, regulations and guidelines.

TERMINATION
This Agreement is effective until terminated by either you or us. You may terminate this Agreement at any time, provided that you discontinue any further use of the App. If you violate this Agreement, our permission to you to use the App automatically terminates. We may, in our sole discretion, terminate this Agreement and your access to any or all of the App, at any time and for any reason, without penalty or liability to you or any third party. In the event of your breach of this Agreement, these actions are in addition to and not in lieu or limitation of any other right or remedy that may be available to us. Upon any termination of the Agreement by either you or us, you must promptly uninstall the App on all of your devices. The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Disclaimers, Ownership, Limitations on Liability, Indemnity, Choice of Law and Forum, Entire Agreement and Severability.

CHOICE OF LAW AND FORUM
This Agreement constitutes the entire agreement between you pertaining to the subject matter hereof. Anything contained in or delivered through the App that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement. This Agreement may not be modified, in whole or in part, except as described elsewhere in this Agreement. This Agreement is subject to the laws of the state of California, without regard to choice or conflicts of law principles.

SEVERABILITY
If any of the provisions of this Agreement are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such invalidity or enforceability shall not in any manner affect or render invalid or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining
provisions of this Agreement and the application of the provision shall be enforced to the extent permitted by law.

CONTACT US

If you have any questions concerning the App or the Agreement, please contact us. If you are a California resident, you may have the Agreement mailed to you electronically by sending a letter to [insert contact info]. In addition, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in order to resolve a complaint regarding use of the App.

Thank you for reading our terms! We hope you enjoy our App!