

FUNCTIONAL MEDICINE TRAINING INSTITUTE TERMS AND CONDITIONS

This agreement ("Agreement") is a legal agreement between you ("Participant") and Epoche Medical LLC ("Company") d/b/a "Functional Medicine Training Institute" (FMTI). Please read this Agreement carefully. This Agreement establishes the terms and conditions of your participation in Functional Medicine Training Institute through sessions focused on the application of functional medicine principles (each a "Session"). By registering, effective as of the date of such registration (the "Effective Date"), Participant agrees to be bound by the terms and conditions stated in this agreement. YOU WILL NOT BE ABLE TO REGISTER UNLESS YOU CONFIRM YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. AFTER YOU HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, INDICATE YOUR AGREEMENT BY CLICKING THE "I AGREE" ICON LOCATED AT THE END OF THIS DOCUMENT.

1. **Sessions.** Participant acknowledges and agrees that they have chosen to take part in the Functional Medicine Training Institute. The group sessions, which occur on a weekly basis, are offered in a group format and each session is scheduled for sixty (60) minutes.
2. **Participant Qualifications.** Participant shall maintain applicable professional training, have obtained certification or licensure to practice Participant's applicable professional health care discipline issued by the appropriate authority in the state, province, or country of Participant's clinical practice.
3. **Technology.** The participant understands and agrees that each session will be conducted through the use of videoconferencing technology. As a Participant in the Functional Medicine Training Institute, Participant is responsible to supply and maintain certain technological devices, internet access, and minimum connection speeds as instructed by Epoche Medical LLC and/or its contractors to fully and successfully participate in any session. Moreover, the Participant assumes full responsibility for comprehending the utilization of any required technology to engage in the Functional Medicine Training Institute. If the participant fails to fulfill their obligations as detailed in Section 4 and is unable to participate in a scheduled session, they will not receive a refund for the registration fee. Notwithstanding the foregoing, the Functional Medicine Training Institute will make reasonable efforts to assist the participant with troubleshooting problems. Additionally, Participant will have access to recorded sessions within a day's time.
4. **Confidentiality of Patient Information:** Participant in the Functional Medicine Training Institute and any of its sessions, shall not disclose or transmit any protected health information (PHI) to the group. In other words, no one involved in this activity shall engage in communication through email, videoconferencing, or any other method that goes against the rules set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any related state laws. These laws and regulations must be followed in their current form and any future amendments.
5. **Independent Medical Judgement.** At all times, Participant retains the sole and exclusive responsibility for all treatment and care decisions Participant makes in connection with the provision of health care items and services to Participant's patients. Nothing contained in this Agreement shall be construed to interfere with the professional

relationship between Participant and Participant's patients. Participant is solely responsible for determining whether and how to apply the knowledge and skills obtained or developed through Participant's participation in the Functional Medicine Training Institute to a given patient's or client's clinical care. At all times, the Participant maintains the sole and exclusive responsibility for all decisions regarding treatment and care decisions in relation to providing healthcare items and services to Participant's patients or clients. Nothing contained in this Agreement shall be construed to interfere with the professional relationship between Participant and Participant's patients. The participant is solely and entirely responsible for deciding when and how to use the knowledge and skills gained or developed through their involvement in the Functional Medicine Training Institute to the clinical care provided to a Participant's patient or client.

6. **No Requirement to Refer.** Participant acknowledges and agrees that the Functional Medicine Training Institute is not in any way designed or intended to cause, induce, or otherwise influence Participant's decision to refer Participant's patients to any other provider or supplier of health care items or services, including but not limited to any individual practitioner who provides mentorship services on behalf of Functional Medicine Training Institute. The participant acknowledges and agrees that the purpose of the Functional Medicine Training Institute is not to influence their decision to refer patients to other healthcare providers or Participants. This includes practitioners who offer mentorship services on behalf of the group.
7. **Use of Epoche Medical LLC's Intellectual Property.** Functional Medicine Collaboration and Mentorship Group retains all right, title and interest in its intellectual property, including any rights of ownership or as a licensee in any patents, copyrights, trademarks, trade secrets, or any other proprietary rights ("Intellectual Property"). No license or other right of any kind is granted to Participant. Participant may not use or reproduce the name, logo, slogan, artwork, graphics, designs or any identifying symbol or mark of Epoche Medical LLC.
8. **Term & Termination; Survival.** The term of this Agreement shall commence as of the Effective Date and shall continue for 6 months (120 days). Notwithstanding termination of this Agreement, each party shall carry out every provision of this Agreement that contemplates continuing performance by such party after termination or expiration. Termination shall not affect any liability or other obligation that accrues prior to termination. After termination, the parties shall retain all claims and remedies at law, in equity, or otherwise.
9. **Cancellations & Refunds.** Epoche Medical LLC may cancel or reschedule any Session at any time and for any reason, including if fewer than two (2) individuals register for any session. There is a no refund policy of Participant's registration fee if Participant misses a session.
10. **Indemnification.** Participant agrees to indemnify and hold harmless Functional Medicine Training Institute and its officers, directors, employees, faculty, parents, affiliates, agents, subsidiaries, successors-in-interest, consultants, contractors, information providers, licensors, and suppliers (the "Epoche Medical LLC Parties") from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including without limitation attorneys' fees) caused by or arising from any alleged or actual acts or omissions of Participant or Participant's employees, contractors, representatives, agents or affiliates. The indemnification provided hereunder shall specifically include, but not be limited to: (a) any claim made against any of the Functional Medicine Training Institute (Epoche Medical LLC) Parties arising from or with respect to Participant's use of any

information, knowledge, competencies, or skills obtained or developed through Participant's participation in the Functional Medicine Training Institute; and (b) any claim made against any of the Functional Medicine Training Institute Parties by any current or former patient or client of Participant (unless such claim is completely unrelated to Participant).

11. **Waiver, Release, and Limitation of Liability.** Participant hereby releases and forever waives any and all claims he or she may have against any of the Functional Medicine Training Institute Parties for losses or damages Participant may sustain in connection with Participant's participation in the Functional Medicine Training Institute. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL ANY OF THE FUNCTIONAL MEDICINE COLLABORATION AND MENTORSHIP GROUP PARTIES OR ANY THIRD PARTIES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, DAMAGES FOR PERSONAL INJURY, SICKNESS, DEATH, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, OR DAMAGES FOR LOSS OF PROFITS OR REVENUES THAT MAY RESULT FROM OR IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN THE FUNCTIONAL MEDICINE COLLABORATION AND MENTORSHIP GROUP, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR EVEN IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL FUNCTIONAL MEDICINE COLLABORATION AND MENTORSHIP GROUP'S AGGREGATE LIABILITY TO PARTICIPANT EXCEED THE FEES ACTUALLY PAID BY Participant TO FUNCTIONAL MEDICINE TRAINING INSTITUTE WITH REGARD TO PARTICIPANT'S PARTICIPATION IN THE FUNCTIONAL MEDICINE COLLABORATION AND MENTORSHIP GROUP. No claims, regardless of form, arising out of, or in any way connected to the Functional Medicine Training Institute and/or Participant's participation therein may be brought by Participant *more than one (1) year* after the cause of action has accrued or the Participant's participation in the Functional Medicine Training Institute has been completed or terminated, whichever is earlier.
12. **Sessions:** The Functional Medicine Training Institute sessions are conducted in an interactive case-based format. Each participant will have an opportunity to present a case for discussion. The format is meant to foster interactive, solution-based discussions. *Login to your Epoche Medical LLC Account and go to My Education to access the course and upload your case in the designated format.* The Functional Medicine Training Institute sessions provide the opportunity for Participants to present cases to their fellow participants and discuss strategies for patient care within the Functional and Integrative Medicine framework. While this program allows you to develop a deeper understanding of Functional Medicine, it is important to note that no materials containing HIPAA-sensitive information shall be shared in these sessions. We may also make some content, products and services available through our Site or by emailing messages to you through cooperative relationships with third-party providers. Such content, products and/or services is the property and intellectual property of Epoche Medical LLC. We may share additional content through our Functional Medicine Training Institute portal.
13. **Intellectual Property Rights:** Our Limited License to You. This Site and all the materials available on the Site are the property of Epoche Medical LLC and/or our affiliates or

licensors, and are protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal noncommercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by Epoche Medical LLC.

More specifically, unless explicitly authorized in these Terms of Service or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

14. **Your License to Epoche Medical LLC.** By posting or submitting any material (including, without limitation, comments, blog entries, social media postings, photos and videos) to Epoche Medical LLC via the Site, internet groups, social media venues, or to any of our staff via email, text or otherwise, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are **thirteen** years of age or older. In addition, when you submit, email, text or deliver or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate. You acknowledge and agree that any contributions originally created by you for Epoche Medical LLC shall be deemed a "work made for hire" when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to Epoche Medical LLC. Thus, Epoche Medical LLC shall be deemed the author and exclusive owner thereof and shall have the right to exploit any or all of the results and proceeds in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all languages, as Epoche Medical LLC determines. In the event that any of the results and proceeds of your submissions hereunder are not deemed a "work made for hire" under Section 101 of the Copyright Act, as amended, you hereby, without additional compensation, irrevocably assign, convey and transfer to Epoche Medical LLC all proprietary rights, including without limitation, all copyrights and trademarks throughout the universe, in perpetuity in every medium, whether now known or hereafter devised, to such material and any and all right, title and interest in and to all such proprietary rights in every medium, whether now known or hereafter devised, throughout the universe, in perpetuity. Any posted material which are reproductions of prior works by you shall be co-owned by Epoche Medical LLC.
15. **General.** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflicts of laws

provisions, and/or the United States, as applicable. Exclusive venue for any action hereunder will lie in the state and federal courts located in Broward County, Florida, and both parties hereby submit to the jurisdiction of such courts. If any provision of this Agreement is held invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent permitted by law. Participant agrees that this Agreement may be assigned by Functional Medicine Training Institute in Functional Medicine Training Institute's sole discretion. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. The failure of Functional Medicine Training Institute to seek redress for Participant's violation of or to insist upon Participant's strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. This Agreement sets forth the entire understanding and agreement between Functional Medicine Training Institute and Participant with respect to the subject matter hereof.

Registration to the Functional Medicine Training Institute is **nonrefundable**. There are no exceptions to this policy. If you need to cancel for any reason, please send an email to fmcmgroup@gmail.com

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Functional Medicine Training Institute

Participant's Name _____

Participant's Signature _____

Date _____