

Who does this apply to?

This GYANT Legal Disclaimer and Terms of Use applies to individuals who use our free service available via the GYANT app, Facebook Messenger, Alexa, and other platforms. When you use GYANT under these circumstances, you verify that you've read and agreed to our Legal Disclaimer and Terms of Use and our Privacy Policy.

This Legal Disclaimer and Terms of Use does not apply to individuals or entities that use the services we provide as a business associate of a covered entity in accordance with the Health Insurance Portability and Accountability Act and amendments thereto and implementing regulations (collectively "HIPAA"). Individuals or entities who use the services we provide as a HIPAA business associate should review GYANT's HIPAA Legal Disclaimer, Terms of Use and Privacy Policy.

GYANT Legal Disclaimer

GYANT is intended for informational purposes only and does not provide medical or any other health care advice, diagnosis or treatment. Always seek the advice of your health care provider with any questions you may have regarding a medical condition or health care regimen.

Do not use GYANT in the event of an emergency or for emergency care!

GYANT.com, Inc. makes no representation and assumes no responsibility for the accuracy of information contained on or available through use of this application.

When you use GYANT, you verify that you've read and agree to our [Privacy Policy](#).

Terms of Use

What is this document?

These Terms of Use (or "TOU") are an agreement between you and GYANT.com, Inc. ("GYANT"). There are rules you agree to follow when using our mobile applications and website(s) (the "Apps"), including when you ask questions and when you view or input content on or into the Apps. The GYANT [Privacy Policy](#) is officially part of these TOU even though it's a separate document.

Why should I read it?

When you sign up for or use GYANT, you verify that you've read and agree to our Terms of Use.

Definitions

To clarify what this document means, certain words with capital letters will be defined. Here are the definitions for this agreement:

- "GYANT" or the "Apps" means <http://www.GYANT.com> and related web sites and GYANT's mobile applications, including GYANT on Facebook (<https://www.facebook.com/theGYANT>) and GYANT on Facebook Messenger and any other Apps we release.
- "Company," "we," "us," or "our" means GYANT.com Inc., a Delaware corporation, and any other companies that are subsidiaries and affiliates of GYANT.com, Inc. When used in the context of the company name, "GYANT" may also refer to GYANT.com, Inc.
- "Content" means text, graphics, videos, images and any other material entered, processed, contained on or accessed through the Apps.
- "Services" means services provided through the Apps.

Introduction

GYANT is not for medical care

GYANT connects you with trusted health information, answers, and tips, and even virtual consultations, all designed to help you feel good and live a happier, healthier life.

On GYANT no formal medical diagnosis, treatment, or prescriptions are allowed.

ALL INFORMATION PROVIDED ON GYANT OR IN CONNECTION WITH ANY COMMUNICATIONS SUPPORTED BY GYANT IS INTENDED TO BE FOR GENERAL INFORMATIONAL PURPOSES ONLY, AND IS IN NO WAY INTENDED TO CREATE A PHYSICIAN - PATIENT RELATIONSHIP AS DEFINED BY STATE AND FEDERAL LAW; GYANT IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL DIAGNOSIS OR TREATMENT; AND RELIANCE ON ANY INFORMATION PROVIDED BY GYANT IS SOLELY AT YOUR OWN RISK.

These Terms of Use are an agreement

Generally, this agreement governs your use of the Apps. Other terms may apply to your use of a specific features or parts of our Apps. If there is a conflict between these TOU and terms posted for a specific feature or part, the latter terms apply to your use of that feature or part. These Terms of Use require the use of arbitration to resolve disputes and also limit the remedies available to you in the event of a dispute.

We may update this agreement

These Terms of Use may change. Because your use of GYANT means you agree to these Terms of Use, if we revise and update these Terms of Use, your continued use of GYANT will mean that you accept those changes. You choose whether or not you use GYANT. If you do not agree to all of these Terms of Use, please do not use GYANT.

What We Do and What We Don't Do

We do support your health decisions

GYANT is designed to support the health decisions and choices that you make. These decisions and choices are yours, and we believe that you are the best decision maker about your health and that these decisions should be made in connection with the advice you receive within a formal doctor-patient relationship. Always use common sense when making health decisions. GYANT cannot make decisions for you. We can help you find good health information and, where available and appropriate, connect you with doctors for care.

We don't practice medicine

On GYANT you can ask and find informational questions and related educational answers. GYANT is not a place for the practice of medicine, but GYANT can be a resource for reliable, relevant general health information. We hope these services will be of value to you. Please use them responsibly.

We don't create doctor-patient relationships

The use of GYANT does not create a doctor-patient relationship. GYANT contains Content, and may help you identify services or may offer services. Everything on GYANT, including Content accessed or Services provided through GYANT, is for your information, and should be used for informational purposes only. This means that Content and Services are not a substitute for medical advice, diagnosis, treatment, or care from your physician.

We are not your doctor

Whenever we use the words "your physician" or "your doctor" or "healthcare provider" or similar words on GYANT, including in these Terms of Use, we mean your personal doctor with whom you have of an actual, mutually acknowledged, doctor-patient relationship (or the same kind of formal, real-world relationship between you and your personal professional healthcare provider). GYANT is not "your" doctor, physician, or healthcare provider.

We don't provide personal diagnosis, treatment or prescriptions

Interactions with GYANT do not constitute the practice of medicine and consultations cannot be used for providing a formal medical diagnosis, for a physical examination, for obtaining prescriptions, or for treatment. Do not use GYANT or Content or Services to diagnose or treat a medical condition. Communicate with your doctor directly if you are looking for a personal medical evaluation, diagnosis, or prescription.

We are not for use in emergencies

Never use GYANT or Content or Services in a potential or actual medical emergency.

Always consult your doctor

Consult your doctor or your healthcare provider if you have any questions about a symptom or a medical condition, and before starting or stopping any treatment directed by your physician or your healthcare provider, or before taking any drug or changing your diet.

SEEK THE ADVICE OF YOUR DOCTOR OR YOUR OTHER QUALIFIED HEALTHCARE PROVIDER WHENEVER YOU HAVE A PERSONAL QUESTION ABOUT A MEDICAL CONDITION OR SYMPTOM.

NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE, OR DELAY SEEKING MEDICAL ADVICE OR TREATMENT, BECAUSE OF SOMETHING YOU READ OR LEARN ON GYANT.

CALL 911 (OR YOUR LOCAL EMERGENCY SERVICE) OR YOUR DOCTOR IMMEDIATELY IF YOU BELIEVE YOU MAY OR DO HAVE A MEDICAL EMERGENCY.

We will send you notices and information

When you register, you agree that GYANT may communicate with you, including by sending information, correspondence, and notices to you. These communications may be sent via email, SMS (text message), push notification, phone, or otherwise using contact information associated with your account, including information provided when you register or update information in your Account Settings. We have a No-Spam policy, and you can opt out of communications and control your communications preferences. We do not sell or distribute the email addresses or other contact information of our users. For more about how we share your personal information with you, see the terms related to our Content and Services (below) and our [Privacy Policy](#).

Content and Services

GYANT is a free service that may offer paid services

It's free to ask health questions and receive health answers and tips on GYANT. GYANT may also provide premium, optional Services and Content that can be accessed for a fee. ("Premium Services" and "Premium Content", respectively). We will never ask you for your payment information unless you indicate that you would like to use a paid service.

Your use must be legal

Your use of GYANT and any Content and Services must comply with all applicable federal and state laws, regulations, and ordinances.

GYANT is for personal use

GYANT is a service for individuals to use to support their personal health decisions. You may use GYANT for personal, but not for commercial, purposes in accordance with all applicable federal, state and local laws. Organizations, companies, and businesses may not become registered users or use our Apps as entities or through individual users. The Content is licensed only for the personal, household, and educational use of a single individual. No commercial use or commercial redistribution of any Content is permitted. Any hyperlink or other re-display of the information on another website must display the Content full-screen and not within a "frame" on the linked or other site, unless expressly pre-approved and permitted by GYANT in writing. By using GYANT, you agree not to harvest, scrape or otherwise collect any information about our Services for any reason.

GYANT must be used responsibly

You agree to use the Apps and any Service responsibly, and in a manner that is not: unlawful, threatening, harassing, abusive, defamatory, slanderous, libelous, harmful to minors, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive. You also agree not to intentionally overuse any Service, or use any Service for medically inappropriate purposes.

GYANT may not be used for illegal purposes.

The Content and Services may not be used for any illegal purpose. You may not access our networks, computers, or the Content and Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any Content or Services, other accounts, computer systems, or networks connected with GYANT, the Content, or Services. You may not use any automated means (such as a scraper) to access GYANT, the Content, or Services for any purpose. Such unauthorized access includes, but is not limited to, using another person's login credentials to access GYANT. Any attempt by any individual or entity to solicit login information of any other user or to access any such account is an express and direct violation of these Terms of Use and of applicable law, including relevant privacy and security laws and laws prohibiting unfair or unethical business practices.

GYANT does not make recommendations or endorsements.

We do not recommend or endorse any specific Content, Services, tests, doctors, products, procedures, opinions, or other information that may be mentioned on GYANT. GYANT is designed to be used with common sense, and in connection with the advice of your doctor or healthcare provider. Reliance on GYANT Content or Services is solely at your own risk. We cannot guarantee that the Content and Services will help you achieve any specific goals or results. Content regarding dietary supplements or other treatments or regimens has not been evaluated by the Food and Drug Administration and is not intended to diagnose, treat, cure, or prevent any disease.

We are not responsible for anything outside of GYANT

Links to other apps, web sites or information, software, data, or other content, online or offline ("External Content and Services"), such External Content and Services and related information are outside of our control. We do not control, endorse, verify the truth or accuracy of, or review content outside of GYANT and we are not responsible for such content. The information, software, data, or other contents (including opinions, claims, comments) contained in linked references are those of the companies or individuals responsible for such External Content and Services and cannot be attributed to GYANT. We do not warrant, nor are we in any way responsible for, information, software, data, privacy policies, related or pertaining to External Content and Services.

You are responsible for your use of our Mobile Features

The platforms available via the Apps (the "GYANT Platforms") offer features and services available to you via your mobile phone or other mobile device. These features and services may include the ability to upload content to the GYANT Platforms, receive messages from the GYANT Platforms, download applications to your mobile phone or access GYANT Platforms features (collectively, the "Mobile Features"). Standard messaging, data and other fees may be charged by your carrier. Your carrier may prohibit or restrict certain Mobile Features, and certain Mobile Features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. As applicable,

instructions regarding how to opt-out of Mobile Features will be disclosed in connection with Mobile Features. The instructions will typically require you to text a keyword (such as "STOP," "CANCEL," "UNSUBSCRIBE," etc.) to the applicable shortcode for the Mobile Feature, or to change your profile settings inside the Apps. You agree to notify GYANT of any changes to your mobile number and update your account(s) on the GYANT Platforms to reflect this change.

You agree that we may send you limited personal information by email, SMS and mobile telephone notification

When you use action-oriented features on GYANT, you agree that GYANT may send you automatically via e-mail, mobile telephone or other contact information provided by you in your account settings, content including but not limited to, reminders relating to health checklists. As a result, the content in those reminders may contain health information including content related to conditions, treatments, and medications. You understand and agree that by using these features, you are opting into receiving your own protected health information by email, SMS or mobile telephone notification, which is not secure. You also understand and agree that by receiving such health information by e-mail, SMS or mobile telephone notification, you will be charged by your wireless or internet provider and that such e-mails, SMS or mobile telephone notification may be generated by an automated dialing system. You control the utility, and the privacy, of the reminders you receive. You can unsubscribe or opt-out from receiving reminders via email, SMS or mobile telephone notification, or any of them. If you prefer not to receive personal information by email or mobile notification, you agree to update your account notification settings.

Mandatory removal of Content and Services

If you violate any of these Terms of Use, your permission to use the Content and Services automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

Use of Your Information

We respect the privacy of your personal information

We only use data you share with GYANT as set forth in the GYANT [Privacy Policy](#), and applicable law. If you create, transmit, or display health and wellness or other information while using GYANT, you agree to do so with information that you own or have the right to use.

We cannot control external communications (including email, SMS, and notifications)

Email, and short message service (SMS), text message communications and mobile push notifications from the Apps are not encrypted. You can opt out of receiving email, SMS/text messages, and mobile push notifications. Although unlikely, it is possible for these communications to be intercepted or accessed without your authorization, and by using the Apps, you release GYANT from any liability arising from or related to any such interception or unauthorized access.

How is location information used?

We request permission for the collection of precise location from your device per the permission system used by your mobile operating system. If you initially permit the collection of this information, you can later disable it by changing the location settings on your mobile device, however this will limit your ability to use certain features of our Services. If you permit our Apps to access location services, we may also collect your device location when the app is running in the foreground or background. Disabling our app's

collection of precise location from your device will not limit our ability to derive approximate location from your IP address. We use location information to help provide you with more relevant, personalized services.

Children's privacy

We are committed to protecting the privacy of children. GYANT is not intended or designed for children under the age of 13. Registered adult users of GYANT may use GYANT for the benefit of children for whom they are a legal parent, guardian or personal representative in accordance with state and federal laws.

International Users

Consent to terms and policies

We make no representation that all products, Content or Services described on or available through the Apps, are appropriate or available for use in locations outside the United States or all locations within the United States. Registered Users and Visitors access our Content and Services on their own initiative and are responsible for compliance with local laws. We make no claim that Content or Services are appropriate or may be downloaded outside of the United States. Personal information ("Information") that is submitted to GYANT will be collected, processed, stored, disclosed and disposed of in accordance with applicable U.S. law and our [Privacy Policy](#).

If you are a non-U.S. user, you acknowledge and agree that GYANT may collect and use your Information and disclose it to other entities outside your resident jurisdiction. In addition, such Information may be stored on servers located outside your resident jurisdiction. U.S. law may not provide the degree of protection for Information that is available in other countries. By providing us with your Information, you acknowledge that you consent to the transfer of such Information outside your resident jurisdiction as detailed in these Terms and our [Privacy Policy](#).

If you do not consent to such transfer, you may not use our Content or Services. The product information provided on GYANT is intended for residents of the United States, and may have different product labeling and disclosure requirements in different countries.

Foreign languages

Where GYANT content or services (including these Terms of Use) are translated into languages other than English, all such translations are for the convenience of our users only, and GYANT is not responsible or liable in the event of any inaccuracy in such translation. In the event of a conflict between the English-language version of these Terms of Service, or any other content on GYANT, and a version that has been translated into another language, the English-language version shall control and apply.

You understand that content, including but not limited to questions and answers, may not have the same meaning in translation, and that treatments (including but not limited to medication names) and other information may differ from country to country and in different languages and may not be available in all places.

Intellectual Property Rights

GYANT owns or has rights to the Content and Services

When you use the Apps, you do so under a license from us. Your license to use GYANT is personal, revocable, nonassignable, and nonexclusive. This means that you may not use the Apps for any commercial purpose, that we can take away your right to use the Apps, that you cannot give this license away to someone else, and that other users can use our Content and Services. All right, title and interest in and to the Apps and the Content, together with all intellectual property rights embodied therein (including without all engagement, rating, and ranking systems and methodologies on the Apps) are the property of GYANT or our affiliates, excluding your rights under law to any information or Content related to virtual consults on GYANT Prime or Concierge. Rights retained by other parties in the Content are their respective rights.

You agree not to infringe our Copyrights, Trademarks, Trade Secrets, Patents or other intellectual property rights

You agree not to engage in any activity that would constitute copyright infringement with respect to the Content. You may not reproduce, create derivative works of, distribute, publicly perform or publicly display the Content or any portion thereof without our prior written consent. You may, however, use the Apps as they are designed and intended to be used, including using App features which allow you to re-post Content or portions of Content, including those which permit you to distribute Content through other third party applications and mediums (such as Facebook or Twitter), so long as you do not modify that Content or the functionality of those features in any way. This right to re-post Content does not create for you or grant to you any additional rights in such Content. Additionally, you may not use any metatags or any other "hidden text" utilizing the name "GYANT" without our prior written permission.

You agree not to access, attempt to access, or use our data without our permission.

You agree not to access, attempt to access, request access not authorized by the Apps or use any any App Content or data without our Permission. This means that you agree not to transmit, download, upload, post, sell, rent, license, transfer, disclose, mirror, frame, reverse engineer, decompile, disassemble, or use any aspect of the Apps or any Content, in whole or in part, in any form or by any means.

Contact us if you believe materials on our Apps infringe your copyright

If you believe any materials accessible on or from GYANT infringe your valid and enforceable copyright, you may request removal of (or access to) those materials (or access thereto) from us by contacting us and providing us with relevant information pursuant to your request.

Submissions

You agree to abide by our Submission Guidelines

You agree that you will not upload or transmit any communications or content of any type that infringes or violates any rights of any party. The personal information you submit to GYANT is governed by the [Privacy Policy](#), the terms of which shall govern in the event of any inconsistency with this Agreement. If

you use GYANT's Services, you agree to our Submission Terms and Policies and agree that your submissions will comply with the rules outlined there.

You give us rights in what you submit

With the exception of any personal data or information you submit (which shall be maintained in accordance with our Privacy Policy) and other information governed by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the rules and regulations promulgated thereunder (as amended to date, "HIPAA"), if you make any submissions (by email or otherwise) on, to or through GYANT, including but not limited to data, questions, comments, suggestions, business information, ideas, concepts or inventions, you make such submission without any restrictions or expectation of compensation or of confidentiality, and you agree that your submissions may be used without restriction for any purpose whatsoever, and you automatically grant-or warrant that the owner of such content or intellectual property has expressly granted GYANT the complete right to freely use such submissions in any way, commercial or otherwise, and for any purpose whatsoever, including the right to use, reproduce, modify, adapt, publish, transmit, translate, create derivative works from, publicly perform or display (in any media or form now known or hereafter developed), or otherwise communicate to the public, in the form of a royalty-free, perpetual, irrevocable, worldwide nonexclusive license.

GYANT may sublicense its rights. Such submissions will be treated as non-confidential and nonproprietary and will become the property of GYANT, and GYANT shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to GYANT for any purpose whatsoever, including, without limitation, developing and marketing products using such information. GYANT does not accept unsolicited recruiter or similar submissions and does not pay fees for any such parties without a current contract on file, and you agree that any submissions of candidates by a recruiter or other third party without a valid and signed recruiting agreement in place with GYANT prior to such submission will not be subject to any recruiter or similar fees.

Don't submit anything to us if you don't want to give us rights to it. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them on, through, or to GYANT, by email or otherwise.

GYANT submissions terms and policies

On GYANT only informational questions submitted for educational purposes are allowed. No personal health questions are permitted - questions may describe a general situation, illustration, illness or symptoms but please do not provide facts that give questions the impression of being unique to a single patient.

IN CONSIDERATION FOR PERMISSION TO USE GYANT YOU AGREE TO ABIDE BY ALL APPLICABLE TERMS OF USE WHEN POSTING AND NOT TO DO ANY OF THE FOLLOWING, WHICH CAN RESULT IN YOUR IMMEDIATE ACCOUNT CANCELLATION:

- Only adults may use GYANT. Minors may not create their own profiles on GYANT and GYANT does not permit any use by persons under 13 years of age.
- Do not use GYANT for any purpose in violation of local, state, federal, or international laws.
- Do not post material that infringes on the copyrights or other intellectual property rights of others or on the privacy or publicity rights of others; do not post impersonating another person or entity.
- Do not post material that is unlawful, misleading, obscene, derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by us in our sole discretion.

- Do not use the Apps excessively or inappropriately or in ways that the Apps were not designed for or that are not legitimate.
- Do not engage in any other conduct that restricts or inhibits any other person from using or enjoying GYANT, or which, in the judgment of GYANT, exposes us or any of our users, partners or suppliers to any liability or detriment of any type.

Only submit what you have a right to submit

If you make any submission to GYANT, you agree that you will not send or transmit to GYANT any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to GYANT by email or otherwise, you agree such submission is non-confidential for all purposes. You agree to only post or upload Media (like photos) that you have taken yourself or that you have all rights to post or transmit and license, and which do not violate copyright, trademark, privacy or any other rights of any other person. By uploading any media on GYANT, you are representing and warranting to us that you have permission from all persons appearing in your media for you to use the media in this way, and to grant the rights described in these Terms of Use. Never post a picture with someone else unless you have their explicit permission.

Be a responsible and sensitive community member

It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit, medically inappropriate, or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions our Privacy Policy or any other GYANT policy.

Don't upload any viruses or software

You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this Web site.

You grant us a right when you upload or submit media or content

By uploading any media, like a photo, (a) you grant to us a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media; and (b) you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes GYANT to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media; and (c) you agree to indemnify GYANT and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these terms.

Termination & Changes to this Agreement

All of our users are required to honor this Agreement

Your permission to use the Content and Services ends immediately if you violate any of the terms of this Agreement. We may place limits on, modify, or terminate your right to access and use GYANT and the Services and/or Content at any time. This suspension or termination may delete information, files, and other previously available Content.

We may update these Terms of Use

When we make changes, we will revise the "last modified" date at the top of this document. We encourage you to review these Terms of Use periodically. Your continued use of GYANT constitutes your agreement to the changed Terms of Use.

Indemnification & Exclusions and Limitations

Exclusion of Warranties

THE APPS AND THE CONTENT AND SERVICES ARE PROVIDED "AS IS." NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY EXPRESS WARRANTIES, AND WE AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY WARRANTY THAT CONTENT OR SERVICES SATISFY GOVERNMENT REGULATIONS INCLUDING THOSE REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS. GYANT AND THE CONTENT AND SERVICES WERE DEVELOPED FOR USE IN THE UNITED STATES, AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION CONCERNING GYANT AND THE CONTENT OR SERVICES WHEN USED IN ANY OTHER COUNTRY.

Limitation of liability of GYANT

We cannot and do not assume any responsibility or liability for the use or misuse, by you or any third party, of any Content or other information submitted, transmitted, or received via our Apps. NEITHER US OR ANY OF OUR LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN ONE HUNDRED DOLLARS (\$100).

GYANT, its licensors, its suppliers, or any third parties mentioned on GYANT are not liable for any personal injury, including death, attributable to or caused by your use or misuse of GYANT or Content (including user supplied Content). Any claims arising in connection with your use of GYANT or any Content must be brought within one (1) year of the first date of the event giving rise to such action. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions. The limitations of liability in this section do not apply to breaches of intellectual property provisions by you or your indemnification obligations relating hereunder.

Use at your own risk

The Apps and the Content are provided on as "as is" basis. NEITHER WE NOR ANY OF OUR LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY KNOWS OR SHOULD KNOW THAT OTHER DAMAGES ARE POSSIBLE, OR THAT DIRECT DAMAGES ARE NOT A SATISFACTORY REMEDY. THE LIMITATIONS IN THIS SECTION APPLY TO YOU ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION. WE DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

Specifically, and without limiting the foregoing, We, our licensors, and our suppliers, make no representations or warranties about: (i) the accuracy, reliability, completeness, currentness, or timeliness of the Content provided on or through the use of GYANT, whether by GYANT or any other party; or (ii) the satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with GYANT. Any location data accessed via the Apps may be inaccurate or incomplete and any use of such data is at your own risk.

Remedies

IF YOU ARE DISSATISFIED WITH ANY OF THE CONTENT OR MATERIALS ON GYANT, OR ANY SERVICES OR INFORMATION AVAILABLE THROUGH GYANT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING OUR SITE. THIS LIMITATION APPLIES EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

Arbitration

By using the Apps, you agree to be bound by our Arbitration Agreement. This agreement applies to all users.

General Terms

This Agreement, and the other agreements referenced in it (like our Privacy Policy), is the entire agreement between you and us relating to GYANT. This Agreement replaces any prior agreements unless such prior or subsequent agreement explicitly provides otherwise and specifically references this agreement.

We reserve the right to modify or discontinue our Content and Services with or without notice to you, and you agree that we are not liable to you or any third party should we modify or discontinue any services, and that your only recourse is to cease using the Services. Continued use of Services following any such changes will indicate your acknowledgement of such changes and satisfaction with the Services as modified.

If we provide you with a translation of the English language version of this agreement, the English language version of this agreement will control if there is any conflict.

If we choose not to enforce any provision of this Agreement, we retain the right to enforce it in the future. This means that the failure to enforce any provision of this Agreement does not constitute a waiver of that provision. If any provision in this Agreement is found to be unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

This agreement is governed by California law, excluding California's choice-of-law rules. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS AGREEMENT IS THE COUNTY OF SAN FRANCISCO, CALIFORNIA. YOU AND US CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS. Nothing in this agreement limits either party's ability to seek equitable relief.

Contacting us

You may reach us by contacting our support team via email or you may write to us at our most current address.

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