

# Terms and Conditions

## **Agreement between User and Yourbestself-ie.com**

Welcome to Yourbestself-ie.com. The Yourbestself-ie.com website (the "Site") is comprised of various web pages operated by The Regan Method LLC ("Regan Method"). Yourbestself-ie.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of Yourbestself-ie.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Yourbestself-ie.com is a Forum/Online Discussion Site for women seeking information, education and community support for plastic surgery. It contains three divisions: a Doctor Directory, a Member Community and a Patient Experience Library. They are described below.

No medical or surgical advice is provided on the Site. The provision of any and all information on the Site, whether from surgeons or otherwise, does not constitute the practice of medicine. Seek your own surgeon for advice and treatment of your own conditions.

Although the community, Site and Regan Method provide support, information and encouragement, none are licensed mental health counselors or in any way practicing psychology, counseling or therapy. You are encouraged to engage your own specialists for any mental health issues.

**Doctor Directory.** The Site and Regan Method make no representations or warranties for any purpose on any of the surgeons listed in the Directory. The listing of credentials is subject to your own review and confirmation. The site and Regan Method also make no representations about the states in which the surgeons are licensed to practice or whether communications between you and them constitute the practice of medicine. The Site and Regan Method encourage you to visit state medical board and department of health and board certification websites to validate the information and check on any discipline, certifications and the like. The Site and Regan Method make no endorsement of any surgeon and make no representation that any surgeon is qualified to perform any particular procedure.

If you find a surgeon through the Directory that you are interested in receiving services from, the Site and Regan Method are not involved in any way in scheduling consultations or services for you with the surgeon. You must do that through the surgeon's own practice. The surgeon is in no way hired by, contracted with, endorsed by or affiliated with the Regan Method or Site.

**Member Community.** You may post questions in the Member Community. Doctor's responses to questions are anonymous for a short period of time (24-48 hours), and then the surgeon's identity is made available to the members.

Surgeons may choose to answer your questions. Those answers are informational only. The posting of a question does not constitute a request for medical, surgical or psychological services, and the response does not constitute the practice of medicine, psychology or counseling. This is not a virtual consultation or telemedicine. Communicates do not create a physician/patient relationship under any state or federal law. No content (including images,

words or other material) is a substitute for medical advice, diagnosis or treatment by an appropriate, licensed health care provider. You waive all rights to hold any surgeon, the Site and the Regan Method accountable for any claims whatsoever resulting in any way from any response to anything you post or read in a Member Community. Anything you rely on provided via the Site is at your own risk.

Any representations or statements made by surgeons are their own and are not the views or opinions or advice of the Site or Regan Method.

Any breathwork, drug-free anxiety control and mind body techniques offered through the Site by the Regan Method should not be utilized without the consent of your primary physician.

The Site retains the right to control who can participate in the Member Community and in certain individual communities. You must be accepted by the Site. You may move through the stages in the community voluntarily. No member can, however, start his or her own community. You may be removed at any time, without notice, without reason, in the Site and Regan Method's sole discretion. The Regan Method has the sole right to decide who can and cannot participate. Any use of the Site other than as specifically authorized herein is strictly prohibited.

Should your rights be violated by someone other than the Site or the Regan Method, it is solely up to you to protect those rights.

You will have the opportunity to earn points based on criteria set in the Site's sole discretion. Points can be added or taken away in the Site's sole discretion and the Site may alter the criteria at any time, with or without notice or reason.

Postings may include nudity. Should you not want to see nudity, you should use the site in a way that limits your exposure.

**Patient Experience Library.** Like everything else on the Site, the information shared in the patient experience library is informational only. You have no expectation of privacy to anything you share in the Library. You waive all rights to hold the Site and the Regan Method accountable for any claims whatsoever resulting in any way from anything you read or share in the Patient Experience Library. The insight shared is not therapy or medical advice or a substitute for therapy or medical treatment with a trained professional. Insight shared is not applicable to every person, situation or dynamic, but is offered to support you to recognize what may be present or helpful in yours.

If you submit reviews, comments, questions, photographs or videos, you waive all right to privacy as to those submissions. It is solely your responsibility to remove any identifiable information. You have no right to confidentiality as to anything you submit on the Site.

Anything that you submit becomes usable by the Site and the Regan Method via non-exclusive license to use, distribute, publicly display and modify in the Site's and Regan Method's sole discretion and to allow third parties to assist in promoting the Site and Regan Method. You also grant the Site the permission to take down anything you post. You have no right to compensation or any in-kind benefit for anything that you submit. If you submit anything that could be a harm to self or other, we may disclose that to the proper authority.

The Site and Regan Method has no editorial control over any information posted by surgeons or members. Those statements cannot be construed as statements by the Site or Regan Method, which make no representation as to the accuracy of the statements.

Anything posted in the Library may be removed at any time for any or no reason. Do not rely on anything you read in the Library without validating it yourself. Any representations made in the Library by member or others are their own and are not the views or opinions or advice of the Site or Regan Method.

### **Privacy**

Although you will have a user ID and password to control who accesses your account, you have no expectation of privacy in your interactions on your use of Yourbestself-ie.com.

### **Electronic Communications**

Visiting Yourbestself-ie.com or sending emails to Regan Method constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing. As long as you maintain an account, you may not opt out of receive service or account-related emails.

### **Your Account**

If you use this site, you are responsible for maintaining the security of your account (user ID) and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Regan Method is not responsible for third party access to your account that results from theft or misappropriation of your account. Regan Method and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Links to Third Party Sites/Third Party Services**

Yourbestself-ie.com may contain links to other websites which will have a different URL than yourbstself-ie.com ("Linked Sites"). The Linked Sites are not under the control of Regan Method and Regan Method is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Regan Method is providing these links to you only as a convenience, and

the inclusion of any link does not imply endorsement by Regan Method of the site or any association with its operators.

The Site and Regan Method may sponsor “give aways,” including promotions for Botox and other fillers. You waive all liability and hold the Site, Regan Method and its participating surgeons and their employers or companies harmless for any reactions you may from anything given away during these promotions. The Site and Regan Method do not endorse any surgeon who participates in a promotion. Unless otherwise specified, you may use the promoted product or service at a provider of your choosing.

**License.** The Site and Regan Method grant you a limited, personal, revocable, non-assignable and non-exclusive license to use the Site. The Regan Method owns the text, photographs, videos, visual interfaces, design and all other components of the Site, including anything you submit.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use Yourbestself-ie.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Regan Method that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Regan Method or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Regan Method content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Regan Method and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Regan Method or our licensors except as expressly authorized by these Terms.

### **International Users**

The Service is controlled, operated and administered by Regan Method from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Regan Method Content accessed through Yourbestself-ie.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

**Indemnification**

You agree to indemnify, defend and hold harmless Regan Method, its officers, directors,

employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Regan Method reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Regan Method in asserting any available defenses.

### **Arbitration**

Any claim arising pursuant to your use of the Site has to be filed in arbitration within one (1) year of you first having knowledge of it. In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in Atlanta, Georgia.. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Regan Method agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE REGAN METHOD LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

THE REGAN METHOD LLC AND/OR ITS SUPPLIERS, INDEPENDENT SURGEONS, THEIR COMPANIES OR EMPLOYERS MAKE NO REPRESENTATIONS

ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE REGAN METHOD LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE REGAN METHOD LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE REGAN METHOD LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/Access Restriction**

Regan Method reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice or refund. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia and you hereby consent to the exclusive jurisdiction and venue of courts in Georgia in all disputes arising out of or relating to the use of the Site subject to the arbitration provisions above. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Regan Method as a result of this agreement or use of the Site. Regan Method's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Regan Method's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Regan Method with respect to such use. If any part of this agreement is

determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Regan Method with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Regan Method with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Regan Method reserves the right, in its sole discretion, to change the Site and Terms under which Yourbestself-ie.com is offered without notice other than by updating the site. The most current version of the Terms will supersede all previous versions. Periodically review the Terms to stay informed of our updates.

### **Contact Us**

Regan Method welcomes your questions or comments regarding the Terms:

The Regan Method LLC  
925B Peachtree St NE, #2150  
Atlanta, Georgia 30309

Email Address:

[Mary@yourbestself-ie.com](mailto:Mary@yourbestself-ie.com)

Telephone number:

4704713910

Effective as of August 15, 2023

Ann Bittinger Law