

# TERMS & CONDITIONS

**Website Legal Terms for [www.restoremyohealth.com](http://www.restoremyohealth.com)**

**Effective Date:** 12/05/2025

**Last Updated:** 12/05/2025

This Terms & Conditions Agreement ("Agreement") governs your access to and use of the website located at **[www.restoremyohealth.com](http://www.restoremyohealth.com)** (the "Site"), which is owned and operated by Restore MyoHealth LLC DBA Restore MyoHealth Myofunctional Therapy ("Company", "we", "us", or "our"). By using this Site, you agree to be legally bound by these Terms & Conditions. If you do not agree, do not use this Site.

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## I. ACCEPTANCE OF TERMS

This Terms & Conditions Agreement ("Agreement") governs your access to and use of the website located at **[www.restoremyohealth.com](http://www.restoremyohealth.com)** (the "Site"), which is owned and operated by Restore MyoHealth LLC DBA Restore MyoHealth Myofunctional Therapy ("Company", "we", "us", or "our").

By accessing or using the Site, you acknowledge that you have read, understood, and agree to be legally bound by these Terms & Conditions—as well as our Privacy Policy.

This Agreement also applies to any affiliated services, materials, or digital products offered by Restore MyoHealth LLC. Your continued use of the Site indicates your full acceptance of the terms herein.

If you do not agree with any part of this Agreement, please discontinue use of the Site immediately.

**Last Updated:** 12/05/2025

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## II. PRIVACY

Your use of this Site is also governed by our [Privacy Policy](#), which is hereby incorporated by reference. We encourage you to review it to understand how we collect, use, and safeguard your personal data.

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### III. USE OF THIS SITE

You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use this Site in accordance with this Agreement.

You agree **not** to:

- Use the Site for any unlawful, abusive, or malicious purpose
- Interfere with the Site's operation or security
- Transmit unsolicited commercial email or "spam"
- Misrepresent your identity or affiliation
- Post or distribute unlawful, defamatory, obscene, or harassing content

We reserve the right to suspend or terminate your access without notice if you violate these terms.

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### IV. INTELLECTUAL PROPERTY

All content on this Site—including text, graphics, videos, logos, designs, compilations, and layout—is the sole property of Restore MyoHealth LLC or its licensors and protected by U.S. and international copyright, trademark, and intellectual property laws.

You may **not** copy, reproduce, distribute, republish, upload, post, transmit, distribute, sell, license, or otherwise use or exploit any content on this Site without the Company's express prior written consent. Unauthorized use may result in civil or criminal liability.

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### V. USER SUBMISSIONS & FEEDBACK

If you submit, upload, post, or otherwise transmit any material, feedback, or suggestions to the Company (collectively "Submissions"), you grant the Company and its affiliates a worldwide, royalty-free, perpetual, irrevocable, sublicensable license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display such Submissions in any form and for any purpose, including commercial use.

You represent and warrant that:

- You own or have the necessary licenses, rights, and permissions to your Submission

- Your Submission does not infringe upon any third-party rights
- Your Submission is not unlawful, harmful, defamatory, harassing, or otherwise objectionable

The Company is not obligated to monitor or moderate user Submissions but reserves the right to remove any content that violates this Agreement or applicable law.

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## VI. ELECTRONIC COMMUNICATIONS

Visiting the Site or sending emails to [ann@restoremyohealth.com](mailto:ann@restoremyohealth.com) or to [restoremyohealth@gmail.com](mailto:restoremyohealth@gmail.com) constitutes electronic communications. You consent to receive such communications and agree that all agreements, notices, disclosures, and other communications provided electronically (via email or on the Site) satisfy any legal requirement that such communications be in writing.

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## VII. ACCOUNT RESPONSIBILITY

You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You may not assign or otherwise transfer your account to any other individual or entity. Restore MyoHealth LLC is not responsible for any unauthorized access resulting from the misuse or theft of your credentials. We reserve the right to suspend or terminate accounts at our sole discretion.

### VII-A. Purchase Terms, Refunds, and Payment Policies

#### 1. Payment Processing

All transactions are processed in USD via secure third-party payment processors. We do not store or have access to your full credit card information.

#### 2. Services

##### 2.A. Refund Window for Complete Assessments

Customers may initiate a refund request for Complete Assessments under the following conditions:

- The refund request is submitted at least **48 hours before the scheduled Complete Assessment booking date.**

## 2.B. Refund Window for Therapy Packages

Customers may initiate a refund request for Therapy Packages under the following conditions:

- The refund request is submitted **within 3 days** of Therapy Package purchase.

## 2.C. Non-Refundable Items

The following items are **not eligible for refund** under any circumstances:

- Therapy Packages once therapy has been **scheduled**
- Cost for treatment planning
- Supply Kit assembly and shipping
- Services already rendered (e.g., 1:1 therapy, assessments)

By **scheduling** your first Orofacial Myofunctional Therapy appointment, you acknowledge:

- You are **not entitled to a refund**, reversal, or chargeback.

Refer to our [Refund Policy](#) for complete details.

## 3. Chargebacks & Disputes

You agree not to initiate chargebacks without first contacting us to resolve the issue.

Unauthorized chargebacks may result in suspension of therapy. Refer to our [Refund Policy](#) for complete details.

## 4. Taxes

You are responsible for any applicable taxes or duties based on your region or country.

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## VIII. CHILDREN UNDER 16

Restore MyoHealth LLC does not knowingly collect personally identifiable information from individuals under the age of 16. If you are under 16, you may only use this Site with the permission of a parent or guardian.

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## IX. THIRD-PARTY LINKS & SERVICES

The Site may contain links to external third-party websites (“Linked Sites”). These are provided solely for your convenience, and Restore MyoHealth LLC bears no responsibility for the content, updates, or accuracy of such Linked Sites. The inclusion of any link does not imply endorsement or affiliation unless explicitly stated.

If you engage with any third-party services through the Site (e.g., plugins, widgets, or checkout tools), you acknowledge that such services are governed by their own respective terms and privacy policies. Restore MyoHealth LLC disclaims all liability for third-party practices.

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## **X. LICENSE & PROHIBITED USE**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms. As a condition of your use, you warrant not to:

- Violate any applicable laws
- Infringe upon the rights of others
- Use the Site in a manner that disables, damages, or impairs its availability
- Upload malicious code, viruses, or destructive content
- Attempt unauthorized access to any feature, data, or system connected to the Site

All content—including text, graphics, logos, images, downloads, and design—is the exclusive intellectual property of Restore MyoHealth LLC or its licensors.

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## **XI. COMMUNICATION SERVICES**

The Site may include areas such as forums, chat services, blogs, calendars, and other communication features (“Communication Services”) intended for user engagement. You agree to use these services only for content that is lawful and appropriate. You agree **not** to:

- Defame, harass, stalk, threaten, or otherwise violate legal rights
- Upload files with viruses, corrupted files, or pirated content
- Advertise or solicit for commercial purposes
- Post or disseminate obscene or infringing material

- Harvest or collect personal information about others without consent

Restore MyoHealth LLC retains the right (but not obligation) to monitor and remove content at its sole discretion, without prior notice.

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## **XII. ADDITIONAL USER CONTENT LICENSE**

By uploading, submitting, or otherwise providing any materials, comments, feedback, or suggestions (“Submissions”) to the Site or its affiliated services, you grant Restore MyoHealth LLC, its affiliates, and any authorized sublicensees an irrevocable, worldwide, royalty-free license to:

- Use, copy, display, perform, distribute, adapt, translate, and reformat your Submission
- Publish your name in connection with your Submission
- Create derivative works from it for use across digital platforms

You affirm that you either own or control all rights to such Submissions and that their use does not infringe upon the rights of any third party. Restore MyoHealth LLC is under no obligation to post or use any Submission and may remove any Submission at any time, for any reason.

No compensation shall be paid for the use of your Submission unless specifically agreed in writing.

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## **XIII. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Restore MyoHealth LLC, its officers, directors, employees, contractors, licensors, agents, and affiliates from and against any claims, losses, liabilities, costs, damages, or expenses (including reasonable attorney’s fees) arising out of:

- Your use or misuse of the Site or Services
  - Your breach of these Terms
  - Your violation of any third party's rights, including intellectual property or privacy rights
  - Any Submission you upload, post, or transmit
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## **XIV. DISPUTE RESOLUTION, BINDING ARBITRATION & CLASS ACTION WAIVER**

### **14.1. Arbitration Requirement**

To the fullest extent permitted by law, any dispute, claim, controversy, or legal disagreement of any kind arising out of or relating to these Terms, your access to or use of the Site, the purchase of any service from Restore MyoHealth LLC, or any interaction with our business (collectively, a “Dispute”) shall be resolved through final and binding arbitration, not in court.

### **14.2. Arbitration Process**

- Arbitration shall be conducted by the American Arbitration Association (“AAA”) or a comparable nationally recognized arbitration body in accordance with its Commercial Arbitration Rules.
- Unless otherwise agreed in writing, the arbitration shall take place in Clay County, MO, or remotely via video conference.
- The parties shall jointly select a single, neutral arbitrator with experience in commercial contracts. If agreement cannot be reached, the arbitration body shall appoint the arbitrator.
- The arbitrator shall have exclusive authority to resolve all disputes and to determine the enforceability of this clause. The arbitrator’s decision shall be final, binding, and enforceable in any court of competent jurisdiction.

### **14.3. Fees and Costs**

Each party shall bear its own arbitration costs, attorney’s fees, and related expenses, unless otherwise required by the arbitration rules or awarded by the arbitrator.

### **14.4. Small Claims Exception**

Nothing in this Agreement prevents either party from bringing an eligible claim in small claims court in the 7<sup>th</sup> Judicial Circuit Court of Clay County, MO so long as the matter remains within that court’s jurisdictional limits and is pursued individually.

### **14.5. Class Action Waiver**

You and the Company expressly agree that:

- Any Dispute shall be resolved on an individual basis only.

- Class actions, class arbitrations, private attorney general actions, and any other type of group proceeding are expressly waived.
- You waive any right to act as a representative or class member in any purported class or collective proceeding.

If any portion of this Class Action Waiver is found unenforceable, the entire Dispute Resolution section shall be deemed void.

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## **XV. COOKIE POLICY**

Restore MyoHealth LLC via [www.restoremyohealth.com](http://www.restoremyohealth.com) uses “cookies” to enhance your experience. Cookies are small text files stored on your device to help personalize content, remember preferences, and improve functionality. We may use:

- Session cookies, which expire when your browser is closed
- Persistent cookies, which remain on your device until manually deleted

Cookies help us:

- Recognize returning users
- Retrieve saved preferences or login data
- Provide personalized shopping or service features

You may adjust your browser settings to accept or decline cookies. Note that disabling cookies may affect the functionality and user experience of the Site.

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## **XVI. TERMINATION & ACCESS RESTRICTION**

We reserve the right, in our sole discretion, to suspend, terminate, or restrict your access to this Site or any portion thereof at any time, without notice.

We may do so for any reason, including but not limited to violation of these Terms, misuse of content, suspected fraudulent activity, or conduct we deem harmful to our interests or other users.

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## **XVII. LIABILITY DISCLAIMER**

To the fullest extent permitted by law:

- The Site and its contents are provided “as is” and without warranties of any kind
- Restore MyoHealth LLC disclaims all express or implied warranties, including fitness for a particular purpose, title, non-infringement, or merchantability
- Restore MyoHealth LLC shall not be liable for any indirect, incidental, special, punitive, or consequential damages arising from your use of the Site—even if it has been advised of such damages

Your sole and exclusive remedy for dissatisfaction with the Site is to discontinue use.

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## **XVIII. GOVERNING LAW**

To the fullest extent permitted by law, these Terms shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles.

You hereby consent to the exclusive jurisdiction and venue of the courts located in Clay County, MO for resolution of any disputes arising out of or relating to the use of this Site.

Use of this Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms.

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## **XIX. ENTIRE AGREEMENT**

Unless otherwise specified, these Terms constitute the entire agreement between you and Restore MyoHealth LLC with respect to the Site. They supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written.

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings and treated with the same authority as any other business document originally generated in writing.

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## **XX. CHANGES TO TERMS**

We reserve the right, at our sole discretion, to update or modify these Terms at any time. The most current version will supersede all previous versions.

We encourage you to review these Terms periodically. Continued use of the Site after changes become effective constitutes your acceptance of the revised Terms.

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## **XXI. INTERNATIONAL USERS & EXPORT COMPLIANCE**

The Services provided by Restore MyoHealth LLC are controlled and operated from the United States. If you access the Site from outside the U.S., you are responsible for complying with all applicable local laws.

You agree not to use the Site or its content in any country or manner prohibited by export laws, restrictions, or regulations. You certify that you are not located in, under the control of, or a national of any country subject to U.S. embargoes.

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## **XXII. TRACKING & AUTOMATED DATA**

Restore MyoHealth LLC may monitor user behavior to understand which areas, services, or content are most popular. This includes:

- Delivering tailored user experiences
- Offering personalized content and advertising
- Improving usability and navigation
- Optimizing service functionality

Tracking is conducted in accordance with our Privacy Policy and applicable laws.

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## **XXIII. RIGHT TO DELETION**

You may request deletion of your personal information under applicable laws. Upon receiving a verifiable request, Restore MyoHealth LLC will:

- Delete your data from our systems
- Direct service providers to delete your data

We may deny deletion requests if needed to:

- Complete a transaction or contractual obligation
  - Detect or prevent fraud
  - Comply with legal requirements
  - Maintain internal records
  - Debug or repair errors
  - Protect lawful expression
  - Conduct research (with consent)
  - Or otherwise use the data lawfully
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#### **XXIV. AUTOMATICALLY COLLECTED INFORMATION**

We may collect technical data including but not limited to:

- IP address, browser type, and device information
- Referring website address
- Access times, click activity, and pages visited

This data is used for analytics, diagnostics, fraud detection, and performance optimization.

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#### **XXV. CHANGES TO THIS POLICY**

Restore MyoHealth LLC reserves the right to revise this Policy at any time. Material changes may be communicated through:

- A notice on our homepage
- An email to your registered address
- Or an updated policy timestamp

Continued use of the Site after changes indicates your acceptance.

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## XXVI. FINAL LIABILITY NOTICE

The information, products, and services offered through this Site may include errors or inaccuracies. Changes are made regularly.

To the fullest extent allowed by law:

- All Site content is provided “AS IS” without warranty
- Restore MyoHealth LLC and/or suppliers disclaim all implied warranties, including merchantability and fitness for a particular purpose
- We make no guarantees regarding reliability, accuracy, or availability of the Site

In no event shall Restore MyoHealth LLC and/or its suppliers be liable for indirect, special, or consequential damages—such as loss of profits or data—even if advised of the possibility.

If you are dissatisfied with the Site, your sole and exclusive remedy is to discontinue use.

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## XXII. CONTACT INFORMATION

If you have questions or concerns regarding these Terms & Conditions, please contact us at:

**Email:** [restoremyohealth@gmail.com](mailto:restoremyohealth@gmail.com)

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