

Last Updated: April 1, 2025

Welcome to SleepEz. These Terms of Service ("Terms") govern your access to and use of the SleepEz website, mobile applications, products, and services (collectively, the "Services"). Please read these Terms carefully before using our Services.

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Services.

Note: These Terms of Service apply to your use of our website and general services. For terms specific to medical services, please refer to the patient agreements and consent forms provided during the registration process.

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1. Acceptance of Terms

By accessing or using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our [Privacy Policy](#), which is incorporated by reference.

If you are using our Services on behalf of a company, organization, or other entity, you represent and warrant that you have the authority to bind that entity to these Terms, and references to "you" and "your" in these Terms refer to both you and that entity.

2. Eligibility

You must be at least 18 years old to use our Services. If you are under 18, you may only use our Services with the involvement and consent of a parent or legal guardian.

Our Services are intended for users in the United States. If you are accessing our Services from outside the United States, you do so at your own risk and are responsible for compliance with local laws.

3. Account Registration and Security

To access certain features of our Services, you may need to create an account. When you register for an account, you agree to provide accurate, current, and complete information and to update this information to keep it accurate, current, and complete.

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

We reserve the right to disable any user account at any time, including if we believe that you have violated these Terms.

4. Services Description

SleepEz provides various sleep medicine services, including but not limited to:

- Sleep assessments and diagnostics
- Home sleep testing
- Telehealth consultations
- Treatment options for sleep disorders
- Remote monitoring of sleep therapy
- Educational resources about sleep health

We reserve the right to modify, suspend, or discontinue any part of our Services at any time without notice or liability.

Certain Services may be subject to additional terms and conditions, which will be presented to you at the time you use those Services.

5. Medical Disclaimer

The information provided through our Services is for general informational and educational purposes only and is not a substitute for professional medical advice, diagnosis, or treatment.

Always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on our website or through our Services.

If you think you may have a medical emergency, call your doctor or 911 immediately.

Our Services may include telehealth consultations with licensed healthcare providers. These consultations are subject to the limitations of telehealth and may not be appropriate for all medical conditions. Your healthcare provider will determine whether telehealth is appropriate for your specific situation.

6. Payment Terms

By purchasing our Services, you agree to pay all fees and charges associated with your account on a timely basis and according to the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.

You are responsible for providing accurate billing information, including your name, address, and payment method details. By submitting payment information, you authorize us to charge your payment method for all fees and charges associated with your account.

Prices for our Services may change at any time, and we do not provide price protection or refunds in the event of a price reduction or promotional offering.

Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all taxes associated with your purchase of our Services.

Refunds may be available for certain Services under specific circumstances, as outlined in our refund policy or as required by law.

7. Insurance and Third-Party Payers

Some of our Services may be eligible for coverage by insurance or other third-party payers. However, we do not guarantee coverage or reimbursement for any Services.

You are responsible for verifying your insurance coverage and understanding your benefits before using our Services. You authorize us to bill your insurance or other third-party payers on your behalf, if applicable.

If your insurance or third-party payer denies coverage or payment for any reason, you remain responsible for payment of all fees and charges associated with the Services you have received.

8. Intellectual Property Rights

Our Services and all content, features, and functionality thereof, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, data compilations, software, and the design, selection, and arrangement thereof (collectively, "Content"), are owned by SleepEz, our licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use our Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Content, except as follows:

- Your computer may temporarily store copies of the Content incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide social media features with certain Content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any Content.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of Content.

- Access or use for any commercial purposes any part of the Services or any Content.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of our Services in breach of the Terms, your right to use our Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. User Content

Our Services may allow you to post, submit, publish, display, or transmit content, such as reviews, comments, feedback, and other materials (collectively, "User Content").

By providing User Content, you grant us and our affiliates and service providers a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content in connection with providing and promoting our Services.

You represent and warrant that:

- You own or control all rights in and to the User Content you provide.
- All User Content you provide is accurate, complete, up-to-date, and not misleading.
- Your User Content does not violate these Terms, including the Prohibited Conduct section, and does not infringe, misappropriate, or violate any third party's rights.

We are not responsible or liable for any User Content. We reserve the right to remove any User Content at our discretion and without notice.

10. Prohibited Conduct

You agree not to use our Services:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate SleepEz, a SleepEz employee, another user, or any other person or entity.
- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of our Services, or which may harm SleepEz or users of our Services.
- To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of our Services, the server on which our Services are stored, or any server, computer, or database connected to our Services.
- To attack our Services via a denial-of-service attack or a distributed denial-of-service attack.
- To use our Services for any purpose that is unlawful or prohibited by these Terms.

11. Termination

We may terminate or suspend your access to all or part of our Services, including your account, without notice or liability, for any reason, including if we believe that you have violated these Terms.

Upon termination, your right to use our Services will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

12. Disclaimers

YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY LAW, SLEEPEZ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

SLEEPEZ DOES NOT WARRANT THAT OUR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

SLEEPEZ MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH OUR SERVICES OR THE CONTENT OF ANY WEBSITES LINKED TO OUR SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SLEEPEZ, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OUR SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, SUCH AS LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, DEATH, OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

14. Indemnification

You agree to defend, indemnify, and hold harmless SleepEz, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of our Services, including, but not limited to, your User Content, any use of our Services' content, services, and products

other than as expressly authorized in these Terms, or your use of any information obtained from our Services.

15. Governing Law and Dispute Resolution

These Terms and your use of our Services shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms or our Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the City of Los Angeles and County of Los Angeles. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At our sole discretion, we may require you to submit any disputes arising from these Terms or your use of our Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR OUR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. Changes to Terms

We may revise and update these Terms from time to time at our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of our Services thereafter.

Your continued use of our Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

17. Contact Us

If you have any questions about these Terms, please contact us at:

SleepEz Legal Department

123 Sleep Way

Restful City, CA 90000

Email: legal@sleepezcare.com

Phone: (555) 123-4567

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