

Terms of Use for OsteoEcho.com

Effective Date: September 2, 2025

These Terms of Use ("Terms") govern your access to and use of the website located at www.osteoecho.com (the "Site"), operated by OsteoStrong Village at Pine ("we," "us," or "our"). The Site provides information about bone health services, including the Echolight REMS System bone scans, OsteoStrong exercise programs, and related supplements. By accessing or using the Site, you agree to be bound by these Terms. If you do not agree, you must not access or use the Site.

These Terms are designed to ensure compliance with applicable laws, including but not limited to U.S. federal and state regulations on consumer protection, data privacy, health information, and e-commerce. We recommend consulting with legal counsel to confirm full compliance in your jurisdiction, as these Terms serve as a general framework.

1. Acceptance of Terms

By using the Site, you represent that you are at least 18 years old or the age of majority in your jurisdiction and have the legal capacity to enter into these Terms. If you are using the Site on behalf of an entity, you represent that you are authorized to bind that entity to these Terms.

We may update these Terms from time to time. Continued use of the Site after any changes constitutes your acceptance of the revised Terms. We will notify you of material changes by posting the updated Terms on the Site with a new effective date.

2. Use of the Site

2.1 Permitted Use

You may use the Site for lawful purposes only, such as browsing information about our bone health services, scheduling appointments for Echolight scans or OsteoStrong sessions, purchasing supplements, and contacting us for inquiries. The Site is intended for users in the United States, particularly in the Wexford, PA, and Pittsburgh metropolitan area, where our physical services are available.

2.2 Prohibited Use

You agree not to:

- Use the Site in any way that violates federal, state, or local laws, including health and safety regulations.
- Copy, modify, distribute, or reproduce any content from the Site without our prior written consent.

- Engage in automated data collection (e.g., scraping, bots) or interfere with the Site's functionality.
- Transmit viruses, malware, or any harmful code.
- Impersonate any person or entity, or provide false information.
- Use the Site to harass, defame, or infringe on the rights of others.
- Attempt to gain unauthorized access to any part of the Site or our systems.

We reserve the right to suspend or terminate your access to the Site at any time for violations of these Terms, without notice or liability.

3. Services and Purchases

3.1 Bone Health Services

The Site describes services such as Echolight REMS bone scans (priced at \$225 for members and \$270 for non-members) and OsteoStrong exercise programs (starting at \$170 per month, with a 2-week trial for \$129). These services are provided at our physical location in Wexford, PA. All bookings are subject to availability and our separate service agreements, which may include waivers, health questionnaires, and cancellation policies (e.g., 30-day notice for subscriptions).

Results from scans are provided for informational purposes and are not a substitute for professional medical advice. We comply with HIPAA and other health privacy laws where applicable.

3.2 Supplement Sales

We offer AlgaeCal® and OsteoStrong® supplements for purchase through the Site. All sales are final unless otherwise stated in our return policy. Pricing is as displayed, exclusive of taxes and shipping fees. We process payments securely via third-party providers and do not store your payment information.

By purchasing, you agree to our shipping terms, which include delivery within the U.S. only. We are not responsible for delays due to carriers or customs. Supplements are not intended to diagnose, treat, cure, or prevent any disease, in compliance with FDA regulations under the Dietary Supplement Health and Education Act (DSHEA).

4. User Accounts and Submissions

If the Site requires or allows user accounts (e.g., for booking or purchases), you must provide accurate information and maintain the security of your account. You are responsible for all activities under your account.

Any submissions you make to the Site (e.g., reviews, inquiries, or feedback) grant us a non-exclusive, royalty-free, perpetual license to use, modify, and display them for business purposes. We may remove or edit submissions at our discretion to ensure compliance with laws or these Terms.

5. Intellectual Property

All content on the Site, including text, images, videos (e.g., explanatory videos on Echolight and OsteoStrong), logos, and trademarks, is owned by us or our licensors and protected by U.S. copyright, trademark, and other intellectual property laws. You may not use any content for commercial purposes without our express written permission.

The terms "OsteoStrong," "Echolight," and related marks are trademarks of their respective owners. Unauthorized use may violate trademark laws.

6. Medical and Health Disclaimers

The information on the Site, including descriptions of bone scans, exercise programs, and supplements, is for general educational purposes only and does not constitute medical advice, diagnosis, or treatment. We are not a healthcare provider, and our services are complementary to, not a replacement for, professional medical care.

Consult your physician before starting any program or using supplements, especially if you have pre-existing conditions. We make no warranties about the accuracy or effectiveness of the information provided, and results may vary.

In compliance with FTC guidelines, any testimonials or reviews are individual experiences and not guarantees of outcomes.

7. Disclaimer of Warranties and Limitation of Liability

The Site and its content are provided "as is" without warranties of any kind, express or implied, including accuracy, reliability, or fitness for a particular purpose.

To the fullest extent permitted by law, we disclaim all liability for any damages arising from your use of the Site, including direct, indirect, incidental, consequential, or punitive damages. Our total liability shall not exceed the amount you paid us in the past 12 months.

This limitation applies even if we have been advised of the possibility of such damages and complies with applicable consumer protection laws.

8. Indemnification

You agree to indemnify, defend, and hold us harmless from any claims, losses, or expenses (including attorneys' fees) arising from your violation of these Terms, misuse of the Site, or infringement of third-party rights.

9. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Pennsylvania, without regard to conflict of laws principles. Any disputes shall be resolved exclusively in the state or federal courts located in Allegheny County, PA.

We encourage informal resolution first; contact us at the details below before pursuing legal action.

10. Miscellaneous

- **Severability:** If any provision is held invalid, the remainder remains in effect.
- **Waiver:** No waiver of any term is effective unless in writing.
- **Entire Agreement:** These Terms constitute the full agreement between you and us.
- **Force Majeure:** We are not liable for delays due to events beyond our control (e.g., natural disasters).

11. Contact Information

For questions about these Terms or the Site, contact us at: OsteoStrong Village at Pine Email: villageatpine@osteostrong.me Address: Wexford, PA 2000 Village Run Road, Suite 207, Wexford PA 15090.

These Terms ensure the Site operates in compliance with key legal standards, including data protection (e.g., via a separate Privacy Policy), health disclaimers, and e-commerce rules. We advise periodic review and updates to maintain ongoing compliance.