

# Cancer Nutrition Care TERMS OF SERVICE & USE

Revised 25 November 2020

## **Our Commitment to Excellence & Patient Satisfaction**

Cancer Nutrition Care (CNC) is the trade name of The Center for Integrative Nutrition & Culinary Care, LLC, a Boston-based company incorporated in the State of Delaware, USA. CNC is committed to ensuring your experience is a good one. We are an evidence-based oncology nutrition and culinary solutions business where patient, client, clinician, and caregiver satisfaction is our top priority. If at any time you wish to ask any questions of us or wish to contact us for any reason, please contact our senior management via the following email address: [admin@cancernutritioncare.com](mailto:admin@cancernutritioncare.com).

The following Terms of Service & Use apply when you, the patient, caregiver, family member or other user, collectively referred to hereafter as the “client”, uses CNC products, services, the CNC website, screenings and reviews, mobile applications, intake forms, or other services, products or works directly with a CNC dietitian, or other staff, all of which are collectively referred to as “services”.

PLEASE READ OUR TERMS OF SERVICE & USE CAREFULLY TO FULLY UNDERSTAND CANCER NUTRITION CARE’S (CNC) POLICIES AND PRACTICES. OUR TERMS APPLY TO ALL CLIENTS, PATIENTS, CAREGIVERS AND OTHER USERS OF CNC SERVICES. IF YOU DO NOT AGREE WITH OUR POLICIES AND PRACTICES, PLEASE CONTACT US AND, IN THE MEANTIME, REFRAIN FROM USING OUR SERVICES. BY ACCESSING AND USING CNC CONTENT OR SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY AND ABIDE BY THESE TERMS OF SERVICE & USE. YOU ALSO REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND LOCATED IN THE UNITED STATES OF AMERICA (USA) OR CANADA. IF YOU LIVE OUTSIDE OF THE USA OR CANADA, AND WISH TO USE OUR SERVICES, YOU AGREE TO ABIDE BY THESE SAME TERMS AND ALL RELEVANT USA LAWS. BY USING OUR PRODUCTS, SERVICES, OR WEB APPLICATIONS, YOU ACKNOWLEDGE YOU’VE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF SERVICE & USE. THANK YOU!

## **Medical Disclaimer**

CANCER NUTRITION CARE IS A NUTRITION COUNSELING AND CULINARY SERVICES COMPANY, NOT A MEDICAL ORGANIZATION. YOU SHOULD NOT CONSIDER CNC SERVICES OR ANY CNC DOCUMENTATION AS MEDICAL ADVICE OF ANY KIND. CNC SERVICES ARE NOT SOLELY INTENDED TO TREAT ANY ILLNESS, DISEASE, OR ADVERSE MEDICAL CONDITION OR MANAGE A CHRONIC DISEASE OR CONDITION. CNC CONSISTS OF LICENSED AND BOARD-CERTIFIED ONCOLOGY DIETITIANS BUT DOES NOT INCLUDE MEDICAL DOCTORS OR OTHER MEDICAL PROFESSIONALS AND IS NOT A LICENSED MEDICAL CARE PROVIDER. **PLEASE NOTE: YOU SHOULD NOT CHANGE YOUR TREATMENT OR CARE PLAN, MEDICATION OR THERAPY BASED ON INFORMATION YOU RECEIVED THROUGH OUR SERVICES OR FROM ONE OF OUR DIETITIANS WITHOUT CONSULTATION WITH YOUR PERSONAL PHYSICIAN AND MEDICAL TEAM FIRST.** IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR HEALTH ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PRACTITIONER REGARDING YOUR MEDICAL CONDITION OR THE USE OF ANY MEDICATIONS OR SUPPLEMENTS. CNC DIETITIANS DO NOT PROVIDE EMERGENCY SERVICES OR CRITICAL CARE SERVICES.

**IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 OR GO TO THE NEAREST HOSPITAL EMERGENCY ROOM IMMEDIATELY.**

# GENERAL TERMS OF SERVICE & USE

## Privacy Policy

CNC respects the privacy of all our users. Please refer to our separate *Privacy Policy* which explains how we collect, use, and disclose information that relates to your privacy. When you access or use CNC services, you're agreeing to our *Privacy Policy*.

## Communications in Electronic Form

You agree to receive communications from CNC in an electronic form via the email address you have submitted. You also agree to be sent notices, disclosures, and other communications that CNC may provide to satisfy any legal requirements. CNC may also use your email address to send you other messages, including information about the company and/or special offers. You may opt out of such email by changing your account settings or sending an email to [admin@cancernutritioncare.com](mailto:admin@cancernutritioncare.com).

## General Disclaimer

By using CNC services, including our free website screenings and reviews, and other content, you expressly agree that such use is at your sole risk. Some information presented on the CNC website, including portions of free screenings and reviews, and some elements of paid services, are made available for general information purposes only. In cases where we leverage 3<sup>rd</sup> party information or findings, we do not warrant the accuracy, completeness, or usefulness of this information. Any reliance placed on such information is strictly at your own risk. CNC provides information about health and wellness and certain health conditions, however, nothing in any of our services or free screenings or reviews should be construed as providing any kind of medical advice or recommendation and should not be relied on as the sole basis for any clinical decision or action. Patients, clients, caregivers or others should not use any information or conclusions from CNC services for diagnosing a health problem or disease. CNC makes no representation that services and content provided are applicable to, or appropriate for use in, locations outside of the United States or Canada. CNC and its Affiliates specifically disclaim all warranties, whether expressed or implied, including but not limited to warranties of title, merchantability or health and fitness for a particular purpose. No oral advice or written information given by CNC will create a warranty.

## Limitation of Liability.

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL CNC OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR USE OF OR INABILITY TO USE CNC SERVICES, INCLUDING, BUT NOT LIMITED TO, RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM CNC OR USE OF ANY INFORMATION OR TOOLS/SERVICES FROM CNC'S THIRD PARTY SUPPLIERS LIKE PRACTICE BETTER. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY IN ANY ACTION, WHETHER IN CONTRACT, TORT OR ANY OTHER CLAIM. If, notwithstanding the other provisions of these Terms, CNC is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of CNC products or services, CNC AND ITS AFFILIATE'S liability will in no event exceed the amount of fees paid during the preceding 12-month period. In consideration of participation in any and all of CNC services, patients, clients, caregivers and all other users hereby accept all risk to their health, including injury or death that may result from such participation.

## Confidentiality

You agree not to reveal or disclose any confidential information of the company (CNC), which includes information, materials, product specifics and other content provided in connection with CNC products and services, for any purpose, without the express written consent of CNC. Non-Confidential information is subject to any applicable terms and conditions set forth in our Privacy Policy.

## **Intellectual Property Ownership**

CNC is free to use any insights, ideas, concepts, know-how or techniques that comes from working with clients or is expressed or contained in any non-confidential communication for any purpose including, but not limited to, developing, manufacturing and marketing products and services. All title to and rights related to CNC products and services, including any and all technology, web applications, software, content, including ownership rights to patents (registrations, renewals, and pending applications), copyrights, trademarks, trade secrets, third party hardware, other technology, and derivatives of and all goodwill associated with the foregoing is the exclusive property of The Center for Integrative Nutrition & Culinary Care, LLC, d/b/a/ Cancer Nutrition Care.

## **Trademarks & Logo**

Trademarks, service marks, graphics and logos are the trademarks of their respective owners. You acknowledge and agree that all text, graphics, photographs, trademarks, logos, visual interfaces, artwork, computer code and all other related content related to CNC products and services are owned by CNC or third parties and are protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Any reproduction, publication, further distribution or public exhibition of CNC materials, in whole or in part, is strictly prohibited.

Except as expressly provided in these Terms, no content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, distributed or transmitted in any way including for publication or distribution by or for any commercial enterprise, without the express prior written consent of Cancer Nutrition Care (CNC).

## **Copyright Complaints**

CNC respects the intellectual property rights of others and requests that all users of CNC products and services do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act and the Copyright Modernization Act of the Canadian Copyright Act, CNC has adopted and implemented a policy that provides for the termination, in appropriate circumstances, of those who are repeat copyright infringers. CNC may terminate access for those found repeatedly to provide or post protected third-party content or other materials without the necessary rights and permissions.

If you are a copyright owner or agent and believe, in good faith, that any materials provided on the CNC website or within CNC products or services infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C. 512) and the Copyright Modernization Act by sending an email to [admin@cancernutritioncare.com](mailto:admin@cancernutritioncare.com).

## **Third Party Technology & Links**

Any third-party technology or services provided, made available, linked to, or otherwise accessible through the CNC website or services ("Third Party Technology") is provided solely as a convenience to you and not under our control. CNC does not endorse, recommend, or otherwise make any representations or warranties with respect to any Third-Party Technology. The Company does not have any responsibility or liability to you for any Third-Party Technology which you access and you use it at your own risk.

You agree to comply with any and all terms and conditions applicable to the use of Third-Party Technology and otherwise ensure that you have obtained all rights, licenses, and clearances that may be necessary to use such Third-Party Technology. We encourage you to review the terms of service/use and privacy policies applicable to such Third-Party Technology.

## **Indemnity**

You agree to defend, indemnify, and hold CNC, its officers, directors, partners, employees, contractors, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of CNC services.

## **Governing Law**

You agree that all matters relating to your access to or use of CNC services, including all disputes, will be governed by the laws of the United States of America and by the laws of the State of Delaware without regard to its conflicts of law provisions. You agree to the personal jurisdiction and venue in the State and Federal courts of Delaware, USA and waive any objection to such jurisdiction or venue.

## **Severability**

The provisions of these Terms are severable. The invalidity, in whole or in part, of any provision of these Terms will not affect the validity or enforceability of any other of its provisions. If any of the provisions of these Terms are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions will be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms so that they can and will remain in full force and effect.

## **Policy Updates & Changes**

We reserve the right to modify these terms at any time and at our sole discretion, without notice. When the CNC *Terms of Service & Use* are changed, modified, and/or amended, the revised Terms will be posted on our website and elsewhere as necessary or required. Modifications will be effective immediately. You should visit the CNC web page periodically to review the Terms so you are current. You accept any such modifications of CNC Terms by continued use of CNC products and/or services.

## **Contact Us**

If you would like to contact us regarding any questions, concerns, compliance matters, or comments about this policy or any of CNC's terms, conditions, or other corporate policies, please feel free to reach out to us through the "Contact Us" link on our website. You can also email us at [admin@cancernutritioncare.com](mailto:admin@cancernutritioncare.com) or send a letter to 16 Pine Street, Suite 220, Dover, MA 02030.

Please email or mail us if you would like to update your personal information, delete your account, or change any preferences. Please note that some information may remain in our records after deletion of your account, including any information or records we are legally obligated to retain.

## **SPECIFIC TERMS OF SERVICE & USE**

### **Term & Termination.**

The term of this Agreement will begin upon successful registration for or use of any CNC service which includes both free screening services and reviews as well as paid consultations and any other product or services which may be added to the CNC portfolio over time. The term will continue indefinitely unless terminated by either party as permitted herein. CNC can suspend or terminate your access to any and all of our services if you (a) breach any term of this Agreement, or (b) engage in any conduct that CNC determines, in its sole discretion, may have an adverse effect on the company, its partners, or others. Upon termination, you will no longer have access to CNC services or CNC Oncology Dietitians, our website or mobile applications or content.

## **Registration**

You are required to register for CNC consultations and provide certain information about yourself to help facilitate our work. All information collected in connection with our services are subject to our *Privacy Policy*. By working with us and using our services, both paid services and free screening services and reviews, you consent to all actions taken by us with respect to your information in compliance with the CNC *Privacy Policy*. These may include being contacted via email, mail or by telephone or video call. You will receive a user account for certain CNC services and are responsible for the accuracy, quality, and integrity of all information and data you provide. You also agree to comply with all applicable local, state, and federal laws when using our services. Failure to comply with these registration terms constitutes a breach which may result in termination of our services to you and your account. You agree to never use a false name, e-mail address, phone number, address, or otherwise enter information with the intent to impersonate another person.

## **Informed Consent**

You understand that CNC provides a variety nutrition screenings and reviews, one-on-one counseling with Registered Dietitian's that are Board Certified in Oncology Nutrition, medical nutrition therapy, and other related products and services. Some services begin with an assessment of your nutritional status, habits, and needs. After completing any assessments, you and your Oncology Dietitian will discuss your results and how best to proceed by developing a personalized plan and course of action, with specific goals.

You represent that you have obtained the approval from a certified healthcare professional to receive CNC services. CNC clients and patients represent that they are in good health before starting our services which may include changes to diet or some level of physical activity, among other things. Some CNC services require your active engagement and participation. You agree that, despite both our best efforts and your personal efforts, results may vary for a variety of reasons and your ultimate goals may not be met. CNC cannot guarantee that you will achieve your health goals but we will try our best to help you achieve these goals!

In order for nutrition counseling and nutrition therapy methods to be successful, clients may have to attend regular sessions and also work on making changes in their lifestyle habits. Being direct, honest and forthright during these sessions is crucial. Some of the dietitian sessions may be conducted via telephone or video conference consistent with our *Privacy Policy*. By accessing any of our services, or working with a CNC Oncology Dietitian, you expressly agree to the following:

- (1) That you have read and understand all information in this document and CNC's *Privacy Policy* and CNC's *Payment Policy* documents which includes information on nutrition counseling, payments, insurance, no-show and cancellation fees, and other terms & conditions.
- (2) That you agree to use the CNC tele-health/tele-nutrition platform which includes tools developed by our partners Practice Better and Zoom knowing our dietitians are located in any number of states across the U.S. including, but not limited to, Illinois, Michigan, New Jersey, and Florida.
- (3) That you understand that email is not a secure means of communication and that you will NOT hold CNC or CNC Oncology Dietitians liable for any breach of confidentiality that may result from the use of email. CNC does use encrypted emails for more secure email communications.
- (4) That you understand that CNC Oncology Dietitians will keep notes as a record of on-going work and work sessions, in a secure database, and that these notes (and any related documents) may include interventions, treatment plans or other elements and/or considerations that are critical to providing high quality nutrition counseling and therapy work.
- (5) That you authorize the release of any medical information necessary for our work or, if relevant, so that CNC can create a SuperBill invoice or process insurance claims on your behalf.
- (6) That you also authorize the payment of medical benefits to CNC for services provided.

## **Responsibilities & Cancellation Terms**

Our relationship with clients is a partnership and both parties understand that there are specific responsibilities in this working relationship. CNC Oncology Dietitian's will provide medical nutrition therapy and counseling to you. All information shared will be kept in strict confidence unless stated otherwise. CNC Dietitian's will "meet you where you are", in your journey, and always provide evidence-based, honest, professional inputs and expertise when providing recommendations and, also, will acknowledge and celebrate your progress along the way!

As the client, you agree to be on time for appointments and honor the payment amount as listed on the CNC website and any payment schedule, if applicable. If you arrive late, your session might be shortened to accommodate others who have appointments following yours. We cannot offer any refunds if you arrive late, you will be charged the full amount for that session. Please notify your dietitian if you need to cancel or reschedule your appointment. If you miss a scheduled appointment or have not provided a 48-hour cancellation notice, you may be charged a \$50.00 fee. There are exceptions to this and we will try and accommodate all clients by first understanding the situation.

## **Payment Policy**

CNC product and service fees are displayed on the CNC website and are required to be paid in U.S. dollars. All product and service fees are exclusive of any tax, levy, or similar governmental charges that may be assessed. You are responsible for any applicable taxes. Payments are due immediately following your service session unless other financial arrangements are made in advance. We only accept credit cards at this time and ask clients, patients, family members and caregivers to enter their credit card information when booking an appointment. Your card will not be charged as part of the booking process. If you don't have a credit card or wish to pay another way, please contact us at [admin@cancernutritioncare.com](mailto:admin@cancernutritioncare.com) to make other arrangements. Once your session is complete, your credit card will be charged and a receipt emailed to you.

If you have a health insurance policy, your provider may cover our services. We can provide you with a "superbill", following your session, to submit to your insurance company. A "superbill" is an invoice/receipt that contains the information required by Medicare, Medicaid, and private insurance companies. Please keep in mind that our services may not be covered by your particular insurance plan or Medicare/Medicaid. Being referred to CNC by another physician does not guarantee that your insurance will cover our services. Please remember that you are fully responsible for all charges incurred at CNC. We strongly encourage you to contact your insurance company to confirm if they will cover services related to nutrition counseling and Medical Nutrition Therapy.

CNC does not issue refunds for any of our products or services. Please contact us if you feel a refund is justified, we can discuss this with you. Clients are financially responsible for all services and/or packages they agree to purchase. Clients also agree that if they are purchasing a package or bundle of services they may be required to pay for the package in full and may not qualify for a refund if they miss a session during the course of the program or fail to use all package elements.

## **Health Insurance**

CNC cannot guarantee that our products or services will be reimbursed by your insurance carrier. All clients maintain that they understand the scope and limitations of their insurance coverage and agree to pay all fees not covered by their insurance plans. We can provide an invoice summary or "Super Bill" that is formatted in a way acceptable to insurance companies. Clients are responsible for verifying their benefits with their insurance carriers and submitting insurance claims. CNC does not accept insurance at this time and is not set up to submit insurance claims on behalf of clients. If a CNC service or claim is not paid by an insurance company then the client is responsible for any and all balances. Please note that not all diagnoses and services are covered by insurance and that a physician referral is often required for coverage.

## Credit Card Information

CNC uses Square to process credit card transactions which is our standard method of collecting fees. If you use Square to make a payment, we will receive and store your credit card information. If you provide your credit card information, we will store this information for the duration of the service until your credit card is charged and the requested product or service transaction has been finalized. Please note that for some programs or services or for other structural reasons related to our Practice Better back-office system, your credit card information may remain in the secure Practice Better database. If you do not want your credit card information stored in our database, please contact us.

## Restrictions

Your permission to use CNC services is conditioned upon your agreement that you will not, under any circumstances: (1) be abusive, threatening, harassing, obscene, defamatory, or libelous, (2) use CNC services for any unlawful purpose or for the promotion of illegal activities, (3) attempt or harass, abuse or harm and of the CNC staff or others participating in CNC services, (4) use another user's account without permission, (5) provide false or inaccurate information when registering, (6) interfere or attempt to interfere with the proper functioning of the CNC website and back-office services, (7) racially, sexually, religiously, or otherwise engage in any objectionable and offensive activities and (8) make any automated use of CNC services, or take any action that puts an unreasonable or disproportionately large load on our servers or network infrastructure.

## CNC Products & Services

CNC reserves the right to withdraw or amend CNC products, services or materials for any reason and at any time, in our sole discretion. We will not be liable if, for any reason, all or any part of CNC services are unavailable at any time or for any period. We may restrict access to some parts of our services or all products and services, to all users, for maintenance, updates or other purposes. We will make every reasonable effort to maintain functionality and minimize downtime however we cannot guarantee this or that our content is complete, or up-to-date, at any specific point in time.

## HIPAA Notice

This notice summarizes how medical information about you may be used and disclosed by Cancer Nutrition Care (CNC) and how you can get access to this information. **Please review carefully.**

All clients have a right to receive either an electronic copy or paper copy of any nutrition related records we have. Please keep in mind all clients have secure access to their records via our Practice Better back-office system. However, if you would like an electronic or paper copy of your records, for any reason, please send an email to [admin@cancernutritioncare.com](mailto:admin@cancernutritioncare.com) and provide the following:

- (1) if you would like an electronic copy or paper copy.
- (2) your full legal name (the one you registered with).
- (3) your email and phone number in the event we need to confirm your identity.
- (4) your mailing address (only if requesting a paper version).

Requests may take up to 10 business days. If you require expedited service, please contact us.

### *Other Requests You Can Make*

- > You can ask us to correct health information about you that you think is incorrect or incomplete.
- > You can ask us to contact you in a specific way (for example, at home via phone) or to send mail to a different address.
- > You can ask us not to use or share certain health information related to treatments, payments, or other things. We are not required to agree to all requests, especially if it would affect your care.
- > If you pay for a service or other health care item(s) out-of-pocket, you can ask us not to share that information with your health insurer. We will agree with this unless a law requires it.

### *Sharing Information*

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, let us know. Tell us what you want us to do, and we will follow your instructions.

- Share information with your family, close friends, or others involved in your care?
- Share information in a disaster relief situation?
- Include your information in a hospital directory?
- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

### *CNC Uses and Disclosures*

We may use or share your health information in the following ways.

> We can use your health information and share it with other professionals who are treating you or with the CNC Tumor Review Board that does collaborate reviews of specific cases.

> We can use and share your health information to run our practice, improve your care, and contact you when necessary via email or phone.

> We can use and share your health information to bill you and, if relevant, get payment from health plans or other entities associated with you.

> We can share health information about you for certain situations such as those that deal with public health and safety issues which might include:

- Helping with product recalls
- Reporting adverse reactions to medications or supplements
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

### *Legal Requirements*

> We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if they want to see that we're complying with federal privacy law.

> We can share health information about you in response to a court or administrative order, or in response to a subpoena.

### *Our Responsibilities*

> We are required by law to maintain the privacy and security of your protected health information.

> We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.

> We must follow the duties and privacy practices described in this notice and give you a copy of it.

> We will not use or share your information other than as described here unless you tell us we can, in writing. Please note that you may change your mind at any time regarding any of these responsibilities or other HIPAA terms. Let us know in writing if you do change your mind so we can take the appropriate next steps.

### *Filing a Complaint to CNC*

If you feel your rights have been violated, you can submit a complaint by contacting us directly through our website, emailing us at [admin@cancernutritioncare.com](mailto:admin@cancernutritioncare.com), or writing to us at:

Cancer Nutrition Care  
HIPPA Coordinator  
16 Pine Street, Suite 220  
Dover, MA 02030



*Filing a Complaint to HHS*

If you feel your rights have been violated, you can also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to:  
200 Independence Avenue, S.W.,  
Washington, D.C. 20201  
877-696-6775.