

Terms of Service

Effective Date: 8/27/2025

1. Introduction

Welcome to EvalOne Pro, LLC (“Company,” “we,” “our,” or “us”). We are a **medical evaluation clinic** providing professional medical assessments. These Terms of Service (“Terms”) govern your use of our website, online services, scheduling system, and any other services we provide (collectively, the “Services”).

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

2. Eligibility

- You must be at least 18 years old to use our Services, unless accompanied by a parent or legal guardian.
- You agree that the information you provide to us is accurate, complete, and up to date.

3. Medical Disclaimer

- Our Services are provided for **medical evaluation purposes only** and do not replace ongoing care from your primary healthcare provider.
- Information provided through our Services should not be interpreted as a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of a qualified healthcare provider with any questions regarding a medical condition.
- In case of an emergency, call 911 or your local emergency number immediately.

4. Acceptable Use & Prohibited Activities

You agree to use our Services responsibly and lawfully. You may **not** use our Services to:

- Break any applicable laws or regulations.
- Post, transmit, or share violent, crude, or obscene content.
- Spread false or misleading information.

- Stalk, harass, or threaten other users, staff, or affiliates.
- Violate intellectual property or copyright laws.
- Attempt to tamper with, hack, or disrupt our website, servers, or systems.
- Send spam, chain letters, junk mail, or other unsolicited communications.
- Engage in scams, fraudulent activity, or attempts to defraud our Services or other users.

5. Enforcement of Terms

We reserve the right to take appropriate action if you violate these Terms, including but not limited to:

- Suspending or permanently terminating your access to our Services.
- Removing or blocking content that violates these Terms.
- Reporting violations to law enforcement or other authorities when required by law.
- Pursuing civil or criminal legal action when necessary.

Our decision to enforce these Terms is at our sole discretion and may occur without prior notice.

6. Account Termination & Suspension

- We may suspend or terminate your account or access to our Services at any time, with or without cause, and without prior notice.
- Reasons for termination or suspension may include (but are not limited to): violation of these Terms, fraudulent activity, illegal use of our Services, or conduct that may harm our reputation or other users.
- Upon termination, your right to access or use our Services will immediately cease.
- We are not liable to you or any third party for any consequences of suspension or termination, including loss of data or inability to access scheduled appointments.

7. Intellectual Property & Proprietary Rights

All content and materials provided through our Services, including but not limited to **designs, videos, images, names, logos, trademarks, trade dress, and patents** (collectively, “Proprietary Materials”), are the exclusive property of EvalOne Pro, LLC or its licensors.

- You are granted a limited, non-exclusive, non-transferable license to access and use our Services for personal and non-commercial purposes only.
- You may not copy, reproduce, distribute, modify, display, create derivative works of, or otherwise exploit our Proprietary Materials without our prior written consent.
- Unauthorized use of our Proprietary Materials may result in legal action, including claims for damages and injunctive relief.

8. Privacy

Your use of our Services is also governed by our **Privacy Policy**, which explains how we collect, use, and safeguard your information.

9. Appointments & Payments

- Appointments may be scheduled through our website or by contacting our office directly.
- Payment terms and cancellation policies will be disclosed prior to confirming your appointment.
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10. Limitation of Liability

To the fullest extent permitted by law, EvalOne Pro shall not be liable for any indirect, incidental, special, or consequential damages arising from or related to your use of our Services.

11. Changes to These Terms

We may update these Terms from time to time. Any changes will be posted on our website with the updated effective date. Your continued use of our Services constitutes acceptance of the revised Terms.

12. Governing Law & Dispute Resolution

- These Terms shall be governed by and construed in accordance with the laws of the **State of California and the State of Nevada**, without regard to conflict of law principles.
- In the event of any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Services, the parties agree to first attempt to resolve the matter through **good-faith informal negotiations**.
- If the parties are unable to resolve the dispute informally within **30 days**, either party may pursue available legal remedies in accordance with the governing law provisions above.
- Any legal action shall be brought in the state or federal courts located in **California or Nevada**, depending on where the Services were provided.
- Nothing in this clause prevents either party from seeking immediate injunctive relief in a court of competent jurisdiction if necessary to prevent irreparable harm.

13. Contact Us

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

EvalOne Pro, LLC

11629 Clark St., Suite, Arcadia, CA 91006

(626) 471-1290

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