

Spry

Terms and Conditions

Last Updated: 10/16/2024

Welcome to **Spry** (formerly Victory Health Medical Group). These Terms and Conditions ("Terms") govern your use of our website, products, and services (collectively, the "Services") provided through **becomespry.com** (the "Site"). By accessing or using our Services, you agree to these Terms. If you do not agree with these Terms, please do not use our Services.

1. Eligibility

By using the Services, you confirm that you are at least 18 years old or the legal age of majority in your jurisdiction and that you have the legal capacity to agree to these Terms.

2. Account Registration

You may need to create an account to use certain features of the Site. You agree to provide accurate, current, and complete information during registration and to keep this information updated. You are responsible for safeguarding your account login details and are liable for all activities that occur under your account.

3. Services Provided

Spry provides telehealth services, health consultations, and access to weight loss and wellness products. All medical services provided are subject to review and approval by licensed medical providers. You acknowledge that any decisions made by our providers are based on medical judgment and are not guaranteed outcomes.

4. Payment and Pricing

All payments for our Services are processed through secure third-party platforms. Prices for products and services are displayed on the Site and may be subject to change. You agree to pay all charges and applicable taxes associated with your use of the Services.

If a partial payment is made (such as for medications), the balance will be charged after telehealth approval. Non-payment of outstanding balances may result in a suspension or termination of your account.

5. Cancellation and Refunds

You may cancel your subscription or order anytime prior to the shipment of products or consultation services. Refunds will be provided for cancellations made before the services are

rendered, except for non-refundable fees related to medical consultations. No refunds will be issued for partially completed services unless otherwise required by law.

6. User Obligations

You agree to use the Services for personal, non-commercial purposes only. You must not:

- Use the Site for any unlawful or prohibited activity.
- Provide false or misleading information.
- Resell, sublicense, or exploit any portion of the Site or Services without prior written consent.

7. Medical Disclaimer

The information provided by Spry, including consultations, is not intended as a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your healthcare provider with any questions regarding medical conditions or treatment options. Spry and its providers are not responsible for any medical decisions you make based on information obtained through the Services.

8. Privacy and Data Handling

Your privacy is important to us. Our Privacy Policy outlines how we collect, use, and protect your personal information. By using our Services, you consent to the practices described in our Privacy Policy.

9. Intellectual Property

All content, including text, graphics, logos, and software, is owned by Spry or our licensors and is protected under intellectual property laws. You may not use any of the content on the Site without prior written permission from Spry.

10. Limitations of Liability

To the maximum extent permitted by law, Spry will not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or use, arising out of or related to your use or inability to use the Services.

11. Indemnification

You agree to indemnify and hold harmless Spry and its affiliates, employees, and medical providers from any claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of your use of the Services or violation of these Terms.

12. Termination

We reserve the right to terminate or suspend your account at our discretion, with or without notice, for any breach of these Terms. Upon termination, your right to access the Services will cease immediately.

13. Governing Law

These Terms shall be governed and construed in accordance with the laws of the state of **[Insert Your State]**, without regard to its conflict of law provisions. Any disputes arising under these Terms will be resolved in the courts of **[Insert Your Jurisdiction]**.

14. Changes to Terms

We may update these Terms from time to time. Any changes will be posted on this page with an updated effective date. Continued use of the Services after such changes constitutes your acceptance of the new Terms.

15. Contact Us

If you have any questions or concerns about these Terms, please contact us at: **Spry**

Email: support@becomespry.com

Phone: 727-607-7272