



WEBSITE TERMS AND CONDITIONS

Website Access and Usage Terms and Conditions

YOUR CLICKING “I AGREE” WHEN CONTACTING US VIA THIS WEBSITE (THE “SITE”), YOUR USE OF THIS SITE AND/OR ANY PRODUCTS OR SERVICES PROVIDED VIA THE SITE CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS PROVIDED BELOW (THE “TERMS”). YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL CONTRACTING AGE AND HAVE LEGAL CAPACITY TO CONTRACT.

PLEASE CAREFULLY READ THESE TERMS BEFORE USING THE SITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS REQUIRE YOU TO GRANT US CERTAIN WAIVERS, CONSENTS, RIGHTS AND LICENSES AND LIMIT OUR LIABILITY AND OBLIGATIONS TO YOU.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SITE OR ANY OF THE CONTENT OR SERVICES PROVIDED VIA THE SITE WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, RATHER THAN IN COURT, AND YOU HEREBY WAIVE THE RIGHT AND AGREE NOT TO JOIN IN ANY CLASS ACTION INVOLVING THE SITE OR ANY OF SUCH CONTENT OR SERVICES.

These Terms constitute a binding legal agreement between you and Asymmetric Health, PLLC and/or its affiliates, (collectively, “Asymmetric Health” “we” or “us”). We may modify the Terms as well as discontinue, withdraw, replace or change any content, products or services offered via the Site and may modify these Terms at any time, and your continued access and use of the Site thereafter constitutes your acceptance of such changes. **IF YOU DO NOT AGREE WITH THE TERMS, YOU ARE NOT AUTHORIZED TO USE THIS SITE AND MUST TERMINATE YOUR ACCESS AND USE OF THE SITE IMMEDIATELY.**

You acknowledge and agree that these Terms are supported by good and valuable consideration that includes, without limitation, your use of the Site and the electronic acceptance of these Terms has the same force and effect as if you physically signed the Terms.

I. USE OF SITE

The Site offers information regarding Asymmetric Health and its products and services (collectively, the “Asymmetric Health Products and Services”). Asymmetric Health may remove, modify or otherwise discontinue providing any content at any time with or without cause and with or without notice, without any liability. Information obtained via the Site is for your personal use only and may not be further reproduced, published, transmitted or disseminated without Asymmetric Health’s prior written consent. As a condition of your use of the Site, you represent, warrant and covenant to Asymmetric Health that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site.

By way of example, and not as a limitation, you agree that when using the Site and when submitting any information or content to the Site, you will not:

- Use a robot, spider or other automated device, process or means to access the Site, or defame, abuse, harass, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Send viruses, corrupted files, or any other similar software or programs that may damage the operation of the Site or third-party systems.
- Send false or misleading information.
- Send messages that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary authorizations.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material that is provided to or by you via the Site.
- Restrict or inhibit any other user from using and enjoying the Site.



- Harvest or otherwise collect information about others, including contact information such as e-mail addresses, for the purpose of building “contact” or “lead” lists.
- Violate any applicable laws or regulations.

Asymmetric Health shall have no obligation to monitor the usage of the Site. However, Asymmetric Health reserves the right to review any communications or submissions directed to the Site and to remove any of same in its sole discretion. Asymmetric Health reserves the right to terminate your access to the Site at any time without notice for any reason whatsoever. Asymmetric Health further reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in its sole discretion.

Materials presented on the Site are subject to limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations.

You may not use the Site or its content to send unsolicited e-mail to any recipient that has not specifically made its e-mail available for such purposes. The forwarding or propagation of chain letters of any type (including charity requests or petitions for signatures) is prohibited. “Mailbombing” (i.e., flooding the site with large or numerous e-mail messages) is prohibited.

II. LINKS TO THIRD-PARTY SITES; FRAMING OF THIRD-PARTY SITES

The Site may contain links to other third-party websites (“Linked Sites”) or frames of other third-party website screens (“Framed Sites”). The Linked Sites and Framed Sites are subject to their own separate terms and conditions of use and are not under Asymmetric Health’s control, and Asymmetric Health is not responsible for their contents, including without limitation, any link contained in a Linked Site or Framed Site, or any changes or updates to a Linked Site or Framed Site. Asymmetric Health is not responsible for webcasting or any other form of transmission received from any Linked Site or Framed Site, or with respect to any personal or payment information you provide to any such Linked Site or Framed Site in connection with purchasing any Asymmetric Health Products and Services or otherwise. Any such links or frames are provided only as a convenience, and the inclusion of any link does not imply endorsement by Asymmetric Health of the Linked Site or Framed Site or any association with or its operators.

III. INFORMATION PROVIDED TO THE SITE

By registering, posting, uploading, inputting utilizing the patient portal, or otherwise submitting your contact information or other information to the Site, you grant to Asymmetric Health and its contractors and their respective affiliated companies permission to use such information in connection with the operation of the Site, administrative and management services, including, but not limited to, billing and legal matters, and marketing of Asymmetric Health Products and Services to you, including contacting you and sending you emails and other communications, including, without limitation, the rights to: copy, distribute, transmit, reproduce, edit, translate and reformat such information as part of marketing Asymmetric Health Products and Services to you based on your expression of interest and request to be contacted. No compensation will be paid with respect to the use of such information. Said permission is transferable by Asymmetric Health to an acquirer in connection with a business or asset sale. Asymmetric Health is under no obligation to post or use any information you may provide and may remove any such information at any time in its sole discretion. By posting, uploading, inputting, providing or submitting such information, you represent and warrant that you are of legal contracting age, that you own or otherwise control all of the rights to such information as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such information and that such information does not infringe or otherwise violate any third party intellectual property or other right. Always use caution when giving out any personally identifying information about yourself or your children via any website. Asymmetric Health does not control or endorse the content, messages or information found in any communication sent by you to the site or to you from any third party and, therefore, Asymmetric Health specifically disclaims any liability with regard to such communications and any actions resulting from your participation in any such communication. Managers and hosts are not authorized Asymmetric Health spokespersons, and their



views do not necessarily reflect those of Asymmetric Health. When you visit this Site or send e-mails to Asymmetric Health, you are communicating with Asymmetric Health electronically, and by doing so, you consent to receive communications from Asymmetric Health electronically. Asymmetric Health may communicate with you by email or by other means, including means that may not be HIPAA compliant. You agree that all agreements, notices, disclosures and other communications that Asymmetric Health provides to you electronically satisfy any legal requirement that such communications be in writing. You agree that Asymmetric Health may also disclose your personally identifiable information as is necessary to: (a) comply with a subpoena or court order; (b) cooperate with law enforcement or other government agency; (c) establish or exercise our legal rights; (d) protect the property or safety of our company and employees, contractors, vendors, and suppliers; (e) defend against legal claims; (f) help with internal and external investigations; or (g) as otherwise required by law or permitted by law. Asymmetric Health reserves the right to disclose your personally identifiable Information to its successors-in-interest or in connection with a merger or acquisition transaction or change of control.

IV. SITE SECURITY

You may not tamper with the Site, commit unauthorized intrusion into any part of Site or use the Site to intrude into any other site. Acts of interference, including but not limited to, password cracking, denial-of-service attacks (sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, etc.) are prohibited. You are solely responsible for maintaining the confidentiality and security of your Site user log-in/password information and shall not allow any third party to use same. You acknowledge and agree that the Site may be inaccessible or inoperable from time to time due to maintenance, upgrades, hardware or software malfunctions or failures, Internet or other telecommunications issues, system or network congestion, third party attacks or other issues and Asymmetric Health shall have no liability with respect thereto.

V. DISCLAIMERS

Asymmetric Health does not warrant the accuracy or completeness of the information, graphics, text, links, or other material or content contained on this Site or with respect to any of the Asymmetric Health Products and Services, and is not responsible for any errors or omissions in the content of this Site or any of the Asymmetric Health Products and Services. Asymmetric Health shall have no liability for damages of any kind arising out of information or other content on this Site. Asymmetric Health does not ensure that this Site is free of viruses or other harmful components.

THIS SITE USES COOKIES AND MAY ALSO USE THE SERVICES OF THIRD-PARTY PROVIDERS THAT DEPLOY COOKIES IN CONNECTION WITH THEIR SERVICES. BY USING THE SITE, YOU CONSENT TO THE PLACEMENT OF COOKIES ON ANY DEVICE USED TO ACCESS OUR SITE. USE OF THE SITE IS AT YOUR OWN RISK. THE CONTENT INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. ASYMMETRIC HEALTH MAY MAKE CHANGES IN THE SITE AT ANY TIME. INFORMATION PROVIDED VIA THE SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL, FINANCIAL OR OTHER DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL PERSONALLY FOR SPECIFIC ADVICE.

UNLESS EXPRESSLY STATED OTHERWISE, ANY OPINIONS AND STATEMENTS EXPRESSED OR POSTED ON THE SITE BY OTHERS ARE NOT THOSE OF ASYMMETRIC HEALTH AND NO AGREEMENT WITH, ENDORSEMENT BY OR OTHER ASSOCIATION OF ASYMMETRIC HEALTH WITH SUCH OPINIONS AND/OR STATEMENTS EXISTS OR IS IMPLIED.

ASYMMETRIC HEALTH MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OR COMPLETENESS OF THE SITE OR ANY OF THE CONTENT CONTAINED ON THE SITE OR ANY OF THE ASYMMETRIC HEALTH PRODUCTS OR SERVICES DESCRIBED IN OR PROVIDED VIA THE SITE FOR ANY PURPOSE. THE SITE AND ALL SUCH CONTENT AND ASYMMETRIC HEALTH PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ASYMMETRIC HEALTH AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SITE AND SUCH CONTENT AND ANY AND ALL ASYMMETRIC HEALTH PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.



ASYMMETRIC HEALTH EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING IN CONNECTION WITH OR RELATING TO ANY USER CONTENT. THE CONTENT, WHETHER SUCH CONTENT IS PROVIDED BY OR THROUGH THE USE OF THE SERVICES OR THROUGH ANY OTHER COMMUNICATIONS FROM ASYMMETRIC HEALTH, IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. USER'S USE OF THE CONTENT IS SOLELY AT USER'S OWN RISK. YOU AGREE THAT YOU SHALL NOT USE ANY OF THE SITE'S SERVICES FOR PURPOSES OF MAKING EMERGENCY COMMUNICATIONS OR REPORTING A MEDICAL EMERGENCY. IF YOU HAVE A MEDICAL EMERGENCY CALL 911.

IN NO EVENT SHALL ASYMMETRIC HEALTH BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE OR ITS CONTENT, OR WITH RESPECT TO ANY ASYMMETRIC HEALTH PRODUCTS OR SERVICES OR THE UNAVAILABILITY OF OR ANY DELAY OR INABILITY TO USE THE SITE OR ANY OF THE ASYMMETRIC HEALTH PRODUCTS OR SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ASYMMETRIC HEALTH OR ANY OF ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, ANY OF THE ASYMMETRIC HEALTH PRODUCTS OR SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE ASYMMETRIC HEALTH PRODUCTS AND SERVICES.

ASYMMETRIC HEALTH RESERVES THE RIGHT TO SUSPEND OR TERMINATE YOUR USE OF THE SITE AND/OR ASYMMETRIC HEALTH PRODUCTS OR SERVICES, IN WHOLE OR IN PART, AT ANY TIME, FOR ANY REASON, AND IN ANY MANNER, WITHOUT PRIOR NOTIFICATION, AND ASYMMETRIC HEALTH WILL NOT BE LIABLE IN ANY WAY FOR ANY CONSEQUENCES OF SUCH ACTION.

VI. GENERAL

You agree to defend, hold harmless, release and indemnify Asymmetric Health and its affiliates and its and their respective officers, directors, managers, employees, independent contractors and other representatives from any and all liability, claim, loss, damage or expense arising out of your breach or violation of any representation, warranty or obligation contained in these Terms, or otherwise in any way resulting from your use of the Site, the availability or unavailability of this Site or any content or Asymmetric Health Products and Services provided on or via this Site. You agree to and hereby release and hold Asymmetric Health and its affiliates harmless from any claims relating to any action taken by Asymmetric Health as part of an investigation into a suspected violation of these Terms or as a result of its conclusion that a violation of these Terms has occurred.

These Terms are governed by the laws of the State of Washington, U.S.A. The United Nations Convention for the International Sale of Goods does not and shall not apply with respect to any use of the Site or the purchase or use of any Asymmetric Health Products and Services. You hereby consent to personal jurisdiction and venue in the state and federal courts located in Thurston County, Washington, U.S.A. in all disputes arising out of or relating to the use of the Site or the purchase or use of any Asymmetric Health Products and Services, and agree that any dispute or claim raised or made by you against Asymmetric Health relating to the Site or with respect to any Asymmetric Health Products and Services shall be subject to arbitration before a single arbitrator in said venue in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You represent, warrant and covenant that you shall not use any Asymmetric Health Products and Services in any location or for any person or purpose that would violate U.S. export control laws or any other applicable laws. Use of the Site and any of the Asymmetric Health Products and Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation, this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Asymmetric Health as a result of your agreement with these Terms or use of the Site or the purchase or use of any Asymmetric Health Products and Services. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the



original provision and the Terms as revised shall continue in effect. Unless otherwise specified herein, these Terms constitute the entire agreement between you and Asymmetric Health with respect to the Site and the information provided via the Site and the purchase or use of any Asymmetric Health Products and Services, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Asymmetric Health with respect thereto. A printed version of these Terms and of any notice given in electronic form shall be admissible in any legal proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

ALL DISPUTES OR CLAIMS RELATED TO THE SITE OTHER THAN THOSE BROUGHT BY Asymmetric HEALTH SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF SHALL BE EXCLUSIVELY ADJUDICATED BY MANDATORY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION. THIS ARBITRATION AGREEMENT SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. YOU ACKNOWLEDGE THAT YOU ARE WAIVING AND HEREBY WAIVE ALL RIGHTS TO BRING OR MAINTAIN ANY COURT ACTION, JURY TRIAL OR ANY CLASS CLAIM, CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION, CLAIM OR PROCEEDING AGAINST Asymmetric HEALTH IN A COURT OF LAW.

VII. REPORTING VIOLATIONS; ENFORCEMENT

Any party seeking to report any violations of these Terms may contact Asymmetric Health via e-mail: support@asymmetrichealth.com. When Asymmetric Health becomes aware of an alleged violation of these Terms, Asymmetric Health may initiate an investigation. Depending on the severity of the violation, Asymmetric Health may, at its sole discretion, immediately restrict, suspend, or terminate your access to the Site and/or pursue other civil remedies. If such violation is a criminal offense, Asymmetric Health will notify the appropriate law enforcement agency of such violation.

VIII. COPYRIGHT AND TRADEMARK NOTICES

All information and materials on the Site, including without limitation the text, graphic, logos, and all other audible, visual or downloadable materials, as well as the selection, organization, coordination, compilation and overall look and feel of the Site, and the Asymmetric Health Products and Services are the intellectual property of Asymmetric Health, its licensors and its suppliers. Copyright © 2021 Asymmetric Health & Wellness, PLLC and/or its affiliates or licensors. All rights reserved. None of the content of the Site may be copied, downloaded, transmitted or otherwise be reproduced, disseminated or exploited in any form or manner without the express prior written permission of Asymmetric Health. The information and materials are protected by copyright and other intellectual property laws and all ownership rights remain with Asymmetric Health, its licensors or its suppliers, as the case may be. Asymmetric HEALTH and the Asymmetric HEALTH logo are trademarks and service marks of Asymmetric Health & Wellness, PLLC All rights not expressly granted herein are reserved. No interest or right to use any Asymmetric Health trademarks is acquired by accessing or using this Site or any content thereon or using or purchasing any Asymmetric Health Products and Services. The Site may also contain trademarks owned by various third parties. Nothing contained on this Site or in these Terms serves to grant to you, by implication or otherwise, any license or right to use any trademarks or intellectual property rights without the prior written permission of Asymmetric Health or its third-party licensors, or such other third parties that may own the particular intellectual property. All rights not expressly granted herein are reserved.

IX. PRIVACY POLICY

See "Privacy Policy"

X. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT



Pursuant to our rights under the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512, we have designated a copyright agent to receive copyright infringement notices for claims of infringement related to materials found on this Site.

THE FOLLOWING PROCEDURES APPLY ONLY FOR NOTIFICATIONS TO US THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED BY ANY CONTENT CONTAINED IN THIS WEBSITE. ALL OTHER INQUIRIES, SUCH AS REQUESTS FOR TECHNICAL ASSISTANCE, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

WHAT YOU MUST DO:

Written notification must be submitted to the following Designated Agent:

Service Provider:

Asymmetric Health, PLLC www.asymmetricehealth.com

Name of Agent Designated to Receive Notification of Claimed Infringement:

Asymmetric Health & Wellness, PLLC Legal Dept.

Full Address of Designated Agent to Which Notification Should be Sent:

Asymmetric Health, PLLC
Attn: Legal Department
221 Kenyon ST NW, Ste 103
Olympia, WA 98502

Email Address of Designated Agent:

support@asymmetricehealth.com

WHAT YOUR NOTIFICATION MUST INCLUDE:

To be effective, the notification must include the following:

1. Your name, physical address, telephone number, facsimile number, e-mail address and name of contact person;
2. Identification of the copyrighted work(s) claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or under applicable law;
5. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
6. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

WHAT WE WILL DO UPON RECEIPT OF PROPER WRITTEN NOTIFICATION:

Upon receipt of the written notification containing the information as outlined above:

1. Asymmetric Health shall remove or disable access to the material that is alleged to be infringing;
2. Asymmetric Health shall forward the written notification to such alleged infringer; and
3. Asymmetric Health shall take reasonable steps to promptly notify the alleged infringer that it has removed or disabled access to the material.

HOW THE ALLEGED INFRINGER CAN RESPOND TO US:

The alleged infringer can respond by submitting a written counter notification to Asymmetric Health’s Designated Agent.



WHAT THE COUNTER NOTIFICATION MUST INCLUDE:

To be effective, a counter notification from the alleged infringer must include the following:

1. The alleged infringer's name, address, and telephone number;
2. A statement the alleged infringer consents to the jurisdiction of federal district court for the judicial district in which Asymmetric Health is located and that the alleged infringer will accept service of process from the person who provided notification or an agent of such person;
3. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
4. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as result of mistake or misidentification of the material to be removed or disabled; and
5. A physical or electronic signature of the alleged infringer.

WHAT WE WILL DO UPON RECEIPT OF PROPER COUNTER NOTIFICATION:

Upon receipt of a counter notification containing the information as outlined above:

1. Asymmetric Health shall promptly provide the complaining party with a copy of the counter notification;
2. Asymmetric Health shall inform the complaining party that it will replace the removed material or cease disabling access to it within ten (10) business days; and
3. Asymmetric Health shall replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the counter notification, provided that Asymmetric Health's Designated Agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on Asymmetric Health's network or system.