Pollen Atlas

Master Terms of Service, Provider Agreement, Privacy Policy & Platform Disclaimers

Prepared as a consolidated template for website, user, and provider dashboard acceptance

Last Updated: July 8, 2026

Legal Entity: GigChampion LLC d/b/a Pollen Atlas

Website: PollenAtlas.com

Contact: info@pollenatlas.com

Company	Pollen Atlas / GigChampion LLC d/b/a Pollen Atlas
Website	PollenAtlas.com
Last Updated	July 8, 2026
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Attorney Review Notice

This master document is a business template prepared for drafting, product planning, and attorney review. It is not legal advice and should be reviewed and customized by qualified counsel before publication or use. Healthcare, privacy, advertising, arbitration, liability limitation, indemnification, and consumer-review rules vary by jurisdiction and business model.

Business information populated for GigChampion LLC d/b/a Pollen Atlas, operating at PollenAtlas.com. Counsel should still review and customize this document before publication or use.

1. Introduction and Acceptance of Terms

These Master Terms of Service, Provider Agreement, Privacy Policy, and Platform Disclaimers (the "Terms") govern access to and use of Pollen Atlas, including the website, provider directory, provider dashboard, contact forms, messaging tools, paid listings, featured placements, reviews, testimonials, practice profiles, advertising services, content, software, and related tools or services (collectively, the "Platform").

By accessing or using the Platform, creating an account, submitting information, purchasing a listing, uploading content, submitting a contact form, claiming a provider profile, or otherwise interacting with Pollen Atlas, you agree to be bound by these Terms.

If you do not agree to these Terms, do not access or use the Platform.

These Terms apply to all users. Certain sections apply specifically to healthcare providers, medical practices, clinics, office staff, marketing representatives, agencies, and any person or entity that creates, claims, manages, purchases, edits, or maintains a provider profile.

2. Important Legal Notice

Pollen Atlas is an online healthcare directory, informational resource, and advertising platform.

Pollen Atlas is not a healthcare provider, medical practice, hospital, clinic, telehealth provider, emergency service, insurance provider, credentialing organization, licensing authority, medical referral service, or professional healthcare adviser.

Pollen Atlas does not provide medical advice, diagnosis, treatment, prescriptions, emergency care, clinical opinions, medical decision-making, insurance advice, or healthcare services.

Use of the Platform does not create a physician-patient relationship between any user and Pollen Atlas.

Use of the Platform does not create a physician-patient relationship between any user and any listed provider unless and until such relationship is separately established directly between the user and the provider according to the provider's own policies and applicable law.

3. Emergency Disclaimer

The Platform is not intended for emergencies.

If you are experiencing a medical emergency, call 911 or your local emergency number immediately.

Do not use Pollen Atlas, provider profiles, contact forms, inquiry forms, appointment request forms, dashboard messaging, or any Platform communication feature for urgent or emergency medical needs.

Pollen Atlas does not guarantee that any provider will receive, review, respond to, or act upon any message, inquiry, appointment request, or communication.

4. Definitions

"Pollen Atlas," "we," "us," and "our" mean Pollen Atlas and GigChampion LLC d/b/a Pollen Atlas, including its owners, officers, directors, employees, contractors, affiliates, agents, successors, assigns, vendors, and service providers.

"Platform" means the Pollen Atlas website, provider directory, dashboard, contact forms, listings, paid placements, profile pages, tools, content, and related services.

"User" means any person who accesses or uses the Platform, including visitors, patients, prospective patients, caregivers, consumers, providers, and provider representatives.

"Provider" means any healthcare provider, allergist, immunologist, asthma specialist, physician, clinician, medical practice, clinic, office, business, or authorized representative that creates, claims, manages, purchases, edits, or maintains a profile or listing on the Platform.

"Provider Content" means any information, text, credential, biography, service description, license information, practice description, photo, video, logo, testimonial, review, patient statement, rating, advertisement, link, or other material submitted by or on behalf of a Provider.

"User Content" means any content submitted by any User, including messages, reviews, contact requests, text, images, feedback, or other materials.

"Content" means all Provider Content, User Content, website content, directory content, images, videos, text, data, reviews, testimonials, logos, trademarks, and materials on or submitted through the Platform.

"PHI" means protected health information as defined under HIPAA, where applicable.

5. Platform Role

Pollen Atlas provides a directory and advertising platform that allows users to search for and view healthcare provider profiles and allows providers or their authorized representatives to create and manage profiles.

Pollen Atlas does not employ, supervise, control, credential, certify, verify, recommend, endorse, guarantee, or monitor listed Providers unless expressly stated in writing.

Listed Providers are independent third parties. They are not employees, agents, partners, joint venturers, representatives, contractors, or affiliates of Pollen Atlas.

Pollen Atlas is not responsible for any Provider's medical services, professional conduct, patient communication, diagnosis, treatment, billing, scheduling, insurance practices, office policies, negligence, malpractice, or outcomes.

6. No Endorsement or Guarantee

A Provider's appearance on Pollen Atlas does not constitute an endorsement, recommendation, certification, approval, guarantee, verification, or warranty by Pollen Atlas.

Pollen Atlas does not guarantee provider licensure, credentials, training, board certification, education, experience, insurance participation, office hours, availability, pricing, appointment availability, quality of care, treatment results, patient satisfaction, safety, accuracy of profiles, authenticity of reviews, accuracy of testimonials, suitability of any Provider for any User, or that any Provider will respond to inquiries.

Users are solely responsible for independently evaluating and selecting any Provider.

7. Medical Disclaimer

All information available through the Platform is for general informational, educational, advertising, and directory purposes only.

Nothing on the Platform is medical advice.

Nothing on the Platform should be relied upon as a substitute for professional medical advice, diagnosis, or treatment.

Pollen Atlas does not recommend or endorse any specific Provider, treatment, test, medication, procedure, diagnosis, product, service, therapy, opinion, or healthcare-related information.

Always seek the advice of a qualified healthcare professional regarding any medical condition or healthcare decision.

Never disregard professional medical advice or delay seeking care because of something viewed on Pollen Atlas.

8. User Responsibility

Users understand and agree that they are solely responsible for choosing whether to contact a Provider, verifying a Provider's license, credentials, board certification, insurance participation, pricing, and suitability, asking Providers appropriate questions before receiving care, confirming appointment availability and office policies directly with the Provider, evaluating whether a Provider is appropriate for their medical needs, seeking emergency care when needed, and not relying solely on Pollen Atlas profiles, reviews, testimonials, ratings, rankings, or search results.

Pollen Atlas is not responsible for any decision a User makes based on the Platform.

9. Contact Forms, Inquiries, and Messaging

The Platform may allow Users to submit general inquiries, appointment requests, or contact forms to Providers or Provider offices.

These forms are intended only for general, non-urgent communications.

Users should not submit medical emergencies, urgent symptoms, detailed medical history, diagnosis information, medication information, treatment requests, insurance ID numbers, Social Security numbers, payment card information, sensitive personal information, or protected health information unless the Provider has expressly instructed them to do so through an appropriate channel.

By submitting a contact form, User understands and agrees that the message may be transmitted to the Provider or Provider's office; Pollen Atlas does not guarantee delivery, receipt, response, appointment, or medical care; Pollen Atlas does not monitor messages for medical urgency; Pollen Atlas is not responsible for Provider follow-up; sending a message does not create a physician-patient relationship; and Pollen Atlas is not liable for missed, delayed, failed, misdirected, or unanswered communications.

10. Privacy Policy: Overview

This Privacy Policy section explains how Pollen Atlas collects, uses, shares, stores, and protects information.

By using the Platform, you agree to this Privacy Policy.

This Privacy Policy is included within these Terms so users and providers can review the Platform's core legal and privacy terms in one master document.

11. Information We Collect

We may collect information Users voluntarily provide, including name, email address, phone number, location, contact form submissions, appointment inquiry details, search preferences, messages sent

through the Platform, feedback, support requests, account login information, and any other information submitted by the User.

We may collect information from Providers and Provider representatives, including name, practice name, business address, email address, phone number, website, NPI number, license number, specialty information, provider biography, practice description, photos, logos, testimonials, reviews, payment information, billing address, dashboard activity, account credentials, authorization or verification documentation, and any other information submitted by or on behalf of a Provider.

We may automatically collect IP address, browser type, device information, operating system, referring URL, pages viewed, time spent on pages, click activity, search activity, approximate location, cookies and similar technologies, analytics information, log files, and error reports.

Payments may be processed by third-party payment processors. Pollen Atlas may receive limited payment-related information such as payment status, plan type, subscription details, billing name, billing email, transaction ID, and last four digits of a payment card. Pollen Atlas does not intend to store full credit card numbers.

Pollen Atlas is designed as a directory and advertising platform, not a patient portal. Users should not submit medical records, detailed medical histories, urgent medical symptoms, or protected health information through general contact forms. However, Users may voluntarily submit health-related information despite warnings. If such information is submitted, Pollen Atlas may process it for the limited purpose of transmitting the inquiry to the selected Provider or operating the Platform.

12. How We Use Information

Pollen Atlas may use information to operate the Platform, create and manage accounts, display Provider profiles, process Provider listings, send contact form inquiries to Providers, respond to support requests, process payments, provide customer service, improve search functionality, analyze Platform performance, prevent fraud, detect fake Provider profiles, detect fake reviews, enforce these Terms, communicate with Users and Providers, send administrative notices, send marketing communications where permitted, personalize content, maintain security, comply with legal obligations, respond to legal requests, and protect Pollen Atlas, Users, Providers, and the public.

13. How We Share Information

When a User submits a contact form, inquiry, or appointment request, Pollen Atlas may share the submitted information with the selected Provider or Provider office.

We may share information with vendors that help us operate the Platform, including hosting providers, email providers, analytics providers, payment processors, security vendors, database providers, customer support tools, and other operational service providers.

Payment information may be processed by third-party payment processors.

We may disclose information if we believe disclosure is necessary to comply with law, respond to subpoenas, court orders, or legal process, enforce these Terms, investigate fraud, protect safety, prevent harm, respond to regulatory authorities, defend legal claims, or protect Pollen Atlas's rights.

We may disclose or transfer information in connection with a merger, acquisition, sale of assets, financing, bankruptcy, restructuring, or similar business transaction.

We may share information with consent or at the direction of the User or Provider.

14. Cookies and Tracking

Pollen Atlas may use cookies, pixels, tags, local storage, analytics tools, and similar technologies to keep Users logged in, remember preferences, analyze traffic, improve performance, understand usage, prevent fraud, support advertising or marketing, and measure campaigns.

Users may be able to disable cookies through browser settings, but some Platform features may not function properly.

15. Analytics and Advertising

Pollen Atlas may use analytics and advertising tools to understand how the Platform is used and to promote services.

These tools may collect device information, IP address, usage activity, referring pages, and approximate location.

Where required by law, Pollen Atlas will provide applicable privacy notices and choices.

16. Data Retention

Pollen Atlas may retain information for as long as reasonably necessary to operate the Platform, provide services, maintain business records, comply with legal obligations, resolve disputes, enforce agreements, prevent fraud, maintain security, support backups, and defend legal claims.

We may retain certain information after account deletion where permitted or required by law.

17. Data Security

Pollen Atlas uses reasonable administrative, technical, and organizational safeguards designed to protect information.

However, no website, platform, database, transmission, or storage system is completely secure.

Pollen Atlas does not guarantee absolute security.

Users and Providers are responsible for maintaining the confidentiality of their login credentials and for notifying Pollen Atlas of unauthorized account access.

18. User Privacy Choices

Depending on location and applicable law, Users may have rights to access personal information, correct personal information, delete personal information, request a copy of personal information, opt out of certain marketing communications, limit certain uses of information, and opt out of certain data sharing where required by law.

Requests may be submitted to: info@pollenatlas.com.

Pollen Atlas may verify identity before processing requests.

19. California Privacy Notice

If California privacy laws apply to Pollen Atlas, California residents may have additional rights regarding personal information.

Categories of personal information we may collect include identifiers, contact information, internet or network activity, commercial information, geolocation information, professional or employment-related information for Providers, User-submitted information, and inferences drawn from usage activity.

Purposes of collection may include operating the Platform, providing services, processing payments, marketing, analytics, fraud prevention, security, legal compliance, and customer support.

Pollen Atlas does not knowingly sell personal information in the traditional sense. If any data practice is deemed a "sale" or "sharing" under applicable law, Pollen Atlas will provide required notices and opt-out mechanisms.

California residents may submit privacy requests to: info@pollenatlas.com.

20. Children's Privacy

The Platform is not intended for children under 13.

Pollen Atlas does not knowingly collect personal information from children under 13.

If we learn that we have collected personal information from a child under 13, we may delete it.

21. HIPAA and Healthcare Privacy

Pollen Atlas is intended to operate as a directory and advertising platform.

Pollen Atlas does not intend to operate as a patient portal, electronic health record system, clinical messaging system, telehealth provider, or medical record custodian.

Providers are solely responsible for determining whether their use of the Platform makes Pollen Atlas a business associate under HIPAA or subject to any healthcare privacy obligation.

Providers may not submit, upload, store, request, or transmit PHI through the Platform unless Pollen Atlas has expressly agreed in writing to support such use and all legally required agreements are in place.

Pollen Atlas does not agree to act as a HIPAA business associate unless it signs a separate written Business Associate Agreement.

22. Health Breach and Security Incidents

If Pollen Atlas determines that a security incident requires notice under applicable law, Pollen Atlas will provide notices as required by law.

Nothing in these Terms creates a contractual breach notification obligation beyond what applicable law requires unless separately agreed in writing.

23. Provider Accounts and Authority

By creating, claiming, purchasing, managing, or editing a Provider profile, the person or entity doing so represents and warrants that they are the Provider identified in the profile or an authorized representative of that Provider or practice; have full legal authority to act on behalf of the Provider or practice; have authority to bind the Provider or practice to these Terms; will not impersonate another Provider, practice, clinic, business, or person; and will not create unauthorized, fake, duplicate, misleading, or fraudulent profiles.

24. Provider Profile Accuracy

Providers are solely responsible for all Provider Content, including names, titles, credentials, specialties, licenses, board certifications, education, training, practice descriptions, service descriptions, locations, phone numbers, emails, websites, appointment links, insurance information, pricing, office hours, photos, logos, reviews, testimonials, awards, claims, and advertising statements.

Provider represents and warrants that all Provider Content is truthful, accurate, complete, current, lawful, and not misleading.

Provider agrees to promptly update any information that becomes inaccurate, expired, suspended, revoked, incomplete, or misleading.

25. No Provider Verification Unless Expressly Stated

Unless Pollen Atlas expressly states otherwise in writing, Provider profiles are Provider-supplied and are not independently verified by Pollen Atlas.

Terms such as "claimed profile," "provider managed," "practice managed," or similar phrases mean only that the profile is managed by a Provider or representative. They do not mean that Pollen Atlas has verified the Provider's credentials, competence, license, reviews, or quality of care.

Pollen Atlas may choose to verify certain information at its discretion, but doing so does not create a duty to verify other information or other Providers.

26. Provider Verification Rights

Pollen Atlas may request documentation from any Provider at any time, including government identification, NPI number, state license number, board certification, proof of practice affiliation, business records, authorization to manage the profile, proof of ownership or control, patient consent documentation, testimonial authorization, image or video releases, and evidence that reviews are authentic.

Failure to provide satisfactory documentation may result in suspension, removal, termination, withholding of publication, or refusal of service, without refund to the fullest extent permitted by law.

27. Fake Provider and Impersonation Prohibition

Providers and Users may not create fake Provider profiles, claim a Provider profile without authorization, misrepresent affiliation with a practice, use another Provider's name or credentials, use false license information, use false NPI information, impersonate a doctor, clinic, employee, patient, or representative, submit fraudulent identity information, misrepresent medical qualifications, or mislead Users into believing a Provider is verified, endorsed, or approved by Pollen Atlas.

Pollen Atlas may immediately suspend or remove suspected fake, fraudulent, impersonating, or unauthorized profiles.

28. Reviews and Testimonials

Providers may be permitted to submit, upload, display, or manage reviews, testimonials, ratings, quotes, patient feedback, case descriptions, or similar content.

By submitting any review or testimonial, Provider represents and warrants that the content is authentic; accurately reflects a real patient or authorized individual's genuine experience; has not been fabricated,

purchased, altered in a misleading way, generated by AI and represented as real patient feedback, or otherwise made deceptive; that the Provider has obtained all required consents, rights, permissions, releases, and authorizations; that the content does not contain PHI or personally identifiable information unless legally authorized for publication; and that the content complies with HIPAA where applicable, state privacy laws, advertising laws, consumer protection laws, medical board rules, professional ethics obligations, and third-party rights.

The Provider further represents that the content is not defamatory, false, misleading, unfair, or unlawful.

29. Fake Review Prohibition

Providers may not submit, upload, purchase, sell, trade, solicit, create, generate, publish, or cause the publication of fake, deceptive, manipulated, or misleading reviews or testimonials.

Prohibited conduct includes reviews from people who do not exist; reviews from people who did not receive services from the practice unless clearly and lawfully disclosed; AI-generated reviews represented as real patient experiences; reviews written by Providers, staff, family members, marketing agencies, or insiders without clear and lawful disclosure; purchased reviews; incentivized reviews without required disclosure; reviews altered in a way that changes their meaning; selectively edited reviews that mislead Users; suppression of negative reviews where doing so would mislead Users; review gating; threatening or intimidating Users regarding reviews; and any review practice prohibited by applicable law.

Pollen Atlas may remove any review or testimonial at any time if it believes the content may be fake, misleading, unauthorized, unlawful, or inconsistent with these Terms.

30. Provider-Supplied Testimonial Disclosure

Pollen Atlas may label Provider-submitted reviews or testimonials as Provider-Supplied Testimonial, Submitted by Practice, Practice-Supplied Review, Not Independently Verified, Unverified Testimonial, or similar language.

Provider agrees that Pollen Atlas may use such labels to reduce consumer confusion.

Provider may not object to Pollen Atlas identifying reviews, testimonials, or profile content as Provider-supplied or not independently verified.

31. Patient Images, Videos, and Media

Providers may not upload patient images, before-and-after photos, videos, case studies, or identifiable patient content unless they have obtained all legally required written consents, authorizations, releases, and permissions.

Provider represents and warrants that Provider owns or has licensed the media; has the right to publish the media on Pollen Atlas; the media does not violate patient privacy rights; any required HIPAA authorization has been obtained; any required state privacy authorization has been obtained; any required advertising rule has been followed; any required medical board rule has been followed; the media is not misleading or deceptive; the media does not imply guaranteed outcomes; and the media does not infringe intellectual property rights.

Pollen Atlas may remove any image, video, or media content at any time.

32. Advertising Compliance

Providers are solely responsible for ensuring that all Provider Content complies with applicable advertising laws, professional rules, medical board rules, and consumer protection laws.

Providers may not make claims that are false, misleading, deceptive, unsubstantiated, exaggerated, or likely to mislead Users.

Providers may not claim guaranteed results, superior outcomes, cure rates, special expertise, or unique capabilities unless such claims are truthful, substantiated, and legally permitted.

33. Provider Services and Patient Care

Providers are solely responsible for all healthcare services and practice operations, including medical advice, diagnosis, treatment, procedures, prescriptions, patient communication, scheduling, billing, insurance, consent, follow-up care, medical records, privacy compliance, professional conduct, malpractice risk, negligence claims, patient outcomes, office staff conduct, and patient disputes.

Pollen Atlas is not responsible for any Provider's medical services, professional judgment, negligence, malpractice, treatment decisions, patient injuries, patient dissatisfaction, billing disputes, or outcomes.

34. Provider Payments and Subscriptions

Providers may purchase paid listings, subscriptions, featured placements, advertising, profile upgrades, or other paid services.

Unless otherwise stated in writing, fees are due in advance; paid listings are advertising services; Pollen Atlas does not guarantee leads, patients, calls, messages, appointments, revenue, rankings, impressions, or clicks; Pollen Atlas may change plans, pricing, features, promotions, and benefits at any time; Provider is responsible for payment information and taxes; and failure to pay may result in suspension or removal.

35. Refunds

Unless a separate written refund policy states otherwise, all fees are non-refundable to the fullest extent permitted by law.

Pollen Atlas may issue refunds or credits in its sole discretion. Issuing a refund in one instance does not require Pollen Atlas to issue a refund in any other instance.

36. Search Results, Rankings, and Featured Listings

Pollen Atlas may display Providers in search results, category pages, featured placements, sponsored listings, or other formats.

Search results and rankings may be influenced by factors including location, relevance, plan type, paid placement, profile completeness, subscription level, content quality, availability, and technical considerations.

Paid or featured placement does not mean Pollen Atlas endorses, recommends, verifies, approves, or guarantees the Provider.

37. User Content and Provider Content License

By submitting Content to the Platform, you grant Pollen Atlas a non-exclusive, worldwide, royalty-free, sublicensable, transferable license to use, host, store, reproduce, display, publish, distribute, modify for formatting, adapt, create derivative works from, and otherwise use the Content in connection with operating, improving, marketing, and promoting the Platform.

You represent and warrant that you have all rights necessary to grant this license.

38. Intellectual Property

The Platform, including its design, layout, features, software, text, graphics, logos, branding, trademarks, service marks, and other materials, is owned by or licensed to Pollen Atlas.

Users and Providers may not copy, reproduce, scrape, distribute, modify, reverse engineer, or exploit the Platform except as expressly permitted by Pollen Atlas.

No rights are granted except as expressly stated in these Terms.

39. Copyright and DMCA Complaints

If you believe content on Pollen Atlas infringes your copyright, you may submit a written notice to: info@pollenatlas.com.

Your notice should include identification of the copyrighted work, identification of the allegedly infringing content, your contact information, a statement that you have a good-faith belief the use is unauthorized, a statement that the information is accurate, and your physical or electronic signature.

Pollen Atlas may remove allegedly infringing content and may terminate repeat infringers.

40. Prohibited Conduct

Users and Providers may not violate any law or regulation, submit false or misleading information, create fake Provider profiles, upload fake reviews, impersonate any person or entity, misuse patient information, infringe intellectual property rights, scrape or harvest Platform data without permission, interfere with Platform security, upload malware or harmful code, use the Platform for spam or unlawful marketing, threaten or harass others, attempt unauthorized access, misrepresent affiliation with Pollen Atlas, circumvent payment obligations, or use the Platform in a way that creates legal risk for Pollen Atlas.

41. Content Removal Rights

Pollen Atlas may, in its sole and absolute discretion, with or without notice, remove, reject, edit, disable, suspend, hide, refuse to publish, or delete any Content, profile, listing, review, testimonial, image, video, message, account, or communication.

Pollen Atlas may do so for any reason, including if it believes Content may be false, misleading, fake, fraudulent, unlawful, defamatory, infringing, unauthorized, harmful, outdated, inconsistent with these Terms, damaging to the Platform, or likely to create legal risk.

Pollen Atlas has no obligation to restore removed Content.

42. No Duty to Monitor

Pollen Atlas may review, moderate, or remove Content, but has no obligation to pre-screen, verify, monitor, investigate, or continuously review User-submitted or Provider-submitted Content.

Pollen Atlas's decision to review or remove any Content does not create a duty to review or remove other Content.

43. Complaints and Takedown Requests

Users may report allegedly false, misleading, fraudulent, infringing, or unlawful Content by contacting: info@pollenatlas.com.

Pollen Atlas may investigate complaints in its discretion, request documentation from Providers or Users, and remove disputed Content while reviewing a complaint.

Pollen Atlas does not guarantee any specific outcome, timing, or action in response to a complaint.

44. Account Suspension and Termination

Pollen Atlas may suspend, restrict, disable, or terminate any account, profile, listing, subscription, or access to the Platform at any time, with or without notice, if Pollen Atlas believes the account or User may violate these Terms, create legal risk, harm Users, harm Providers, harm Pollen Atlas, or otherwise be inappropriate for the Platform.

Reasons may include fake Provider profiles, fake reviews, misleading claims, patient complaints, licensing concerns, payment failure, suspected fraud, privacy concerns, unauthorized account access, abusive conduct, legal risk, or regulatory risk.

Termination does not limit any rights or remedies available to Pollen Atlas.

45. Third-Party Links and Services

The Platform may contain links to Provider websites, scheduling tools, maps, payment processors, analytics tools, advertising platforms, or external resources.

Pollen Atlas is not responsible for third-party websites, services, privacy practices, content, accuracy, availability, security, or conduct.

Accessing third-party links is at your own risk.

46. Platform Availability

Pollen Atlas may modify, suspend, discontinue, update, restrict, or remove any part of the Platform at any time.

Pollen Atlas does not guarantee uninterrupted availability, uptime, error-free operation, data preservation, message delivery, or continued access.

47. Disclaimer of Warranties

To the fullest extent permitted by law, the Platform is provided "as is" and "as available" without warranties of any kind, whether express, implied, statutory, or otherwise.

Pollen Atlas disclaims all warranties, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, reliability, security, and suitability.

Pollen Atlas does not warrant that the Platform will meet your needs; Provider information is accurate; reviews are authentic; Providers are qualified; messages will be delivered; Users will receive appointments; Providers will receive leads; treatment will be successful; the Platform will be uninterrupted or error-free; data will never be lost; or security incidents will never occur.

48. Limitation of Liability

To the fullest extent permitted by applicable law, Pollen Atlas and its owners, affiliates, officers, directors, employees, contractors, agents, licensors, vendors, and partners shall not be liable for any indirect, incidental, consequential, special, exemplary, punitive, or enhanced damages, including lost profits, lost revenue, lost business, lost data, reputational harm, personal injury, emotional distress, medical injury, treatment-related injury, loss of goodwill, or other damages arising out of or related to the Platform.

To the fullest extent permitted by law, Pollen Atlas shall not be liable for Provider conduct, Provider negligence, Provider malpractice, treatment outcomes, medical advice, User reliance on Provider profiles, inaccurate Provider information, fake or misleading Provider-submitted Content, reviews or testimonials, contact form communications, failure of a Provider to respond, third-party websites, unauthorized access, service interruptions, privacy incidents except to the extent liability cannot be limited by law, or User decisions based on Platform information.

To the fullest extent permitted by law, Pollen Atlas's total liability for any claim shall not exceed the greater of the amount paid by the claimant to Pollen Atlas in the six months before the claim arose or $100.

Some jurisdictions do not allow certain limitations, so some limitations may not apply.

49. Release of Claims

To the fullest extent permitted by law, Users release Pollen Atlas from claims, demands, damages, liabilities, costs, and expenses arising out of or relating to selection of a Provider, care received from a Provider, Provider negligence, Provider malpractice, Provider billing, Provider communication, appointment issues, inaccurate profile information, reviews or testimonials, disputes with Providers, third-party websites or services, and User reliance on Platform information.

If you are a California resident, you waive California Civil Code Section 1542 to the extent permitted by law.

50. Provider Indemnification

Providers agree to defend, indemnify, and hold harmless Pollen Atlas, its owners, parent companies, subsidiaries, affiliates, officers, directors, employees, contractors, agents, successors, assigns, licensors, vendors, and partners from and against any and all claims, demands, complaints, lawsuits, investigations, regulatory actions, board complaints, penalties, fines, judgments, damages, liabilities, settlements, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Provider Content; false, inaccurate, misleading, fraudulent, or outdated information; fake or deceptive reviews or testimonials; patient testimonials, images, videos, or media; lack of patient consent or authorization; HIPAA or privacy violations; advertising violations; licensing or credentialing issues; professional negligence; malpractice; medical advice; diagnosis; treatment; patient services; patient outcomes; patient injuries; patient dissatisfaction; patient disputes; billing disputes; scheduling disputes; insurance disputes; Provider's violation of law; Provider's breach of these Terms; unauthorized use of third-party content; impersonation; or unauthorized profile management.

This indemnification obligation survives termination of the Provider's account.

51. User Indemnification

Users agree to indemnify and hold harmless Pollen Atlas from claims, damages, liabilities, costs, and expenses arising out of or related to User's violation of these Terms, User-submitted Content, User's misuse of the Platform, User's violation of law, User's violation of third-party rights, User's unauthorized access to another account, or User's submission of false or misleading information.

52. Arbitration Agreement

To the fullest extent permitted by law, any dispute, claim, or controversy arising out of or relating to these Terms or the Platform shall be resolved by binding individual arbitration, rather than in court, except that either party may bring qualifying claims in small claims court.

The arbitration shall be conducted by the American Arbitration Association (AAA) under its applicable rules.

The seat of arbitration shall be Maricopa County, Arizona.

Each party will be responsible for its own attorneys' fees unless otherwise required by law or awarded by the arbitrator.

53. Class Action Waiver

To the fullest extent permitted by law, all claims must be brought in an individual capacity and not as a plaintiff or class member in any class, collective, consolidated, private attorney general, or representative proceeding.

The arbitrator may not consolidate claims or preside over any class or representative proceeding unless both parties agree in writing.

54. Governing Law and Venue

These Terms are governed by the laws of the State of Arizona, without regard to conflict-of-law principles.

Subject to the arbitration provision, any court proceeding shall be brought exclusively in the state or federal courts located in Maricopa County, Arizona, and each party consents to personal jurisdiction there.

55. Changes to These Terms

Pollen Atlas may update these Terms at any time.

Updated Terms will be posted on the Platform with a new "Last Updated" date.

Continued use of the Platform after updates means you accept the revised Terms.

56. Severability

If any provision of these Terms is found invalid, unlawful, or unenforceable, the remaining provisions remain in full force and effect.

57. No Waiver

Failure by Pollen Atlas to enforce any provision does not waive its right to enforce that provision later.

58. Assignment

Users and Providers may not assign these Terms without Pollen Atlas's written consent.

Pollen Atlas may assign these Terms in connection with a merger, acquisition, sale of assets, financing, bankruptcy, restructuring, or by operation of law.

59. Entire Agreement

These Terms constitute the entire agreement between you and Pollen Atlas regarding the Platform, together with any written order form, payment terms, subscription terms, or signed agreement.

60. Contact Information

For questions about these Terms, contact: info@pollenatlas.com.

For privacy requests, contact: info@pollenatlas.com.

For copyright complaints, contact: info@pollenatlas.com.

61. Provider Acceptance Certification

By creating, claiming, purchasing, managing, editing, or maintaining a Provider profile, I certify and agree that I am the Provider or an authorized representative of the Provider or practice; I have authority to bind the Provider or practice to these Terms; all Provider information I submit is truthful, accurate, complete, current, and not misleading; I will not submit fake, fraudulent, deceptive, or misleading Content; I will not submit fake reviews or testimonials; I have all required rights, consents, authorizations, and permissions for all Content I upload; I am solely responsible for Provider Content, patient care, advertising compliance, privacy compliance, and professional services; I understand Pollen Atlas is a directory and advertising platform only; I understand Pollen Atlas does not endorse or guarantee Providers; I agree to indemnify Pollen Atlas as stated in these Terms; and I agree that Pollen Atlas may remove my Content or account at any time as stated in these Terms.

Provider Signup Checkbox: I have read, understand, and agree to the Pollen Atlas Master Terms of Service, Provider Agreement, Privacy Policy, Medical Disclaimer, Review & Testimonial Terms, Indemnification, Limitation of Liability, Arbitration Agreement, and Platform Disclaimers.

62. User Acceptance Acknowledgment

By using Pollen Atlas, I understand and agree that Pollen Atlas is not a medical provider; Pollen Atlas does not provide medical advice; Pollen Atlas does not guarantee Provider credentials, qualifications, reviews, treatment quality, or outcomes; I am responsible for independently evaluating Providers; I should call 911 for emergencies; contacting a Provider through Pollen Atlas does not guarantee a response; contacting a Provider through Pollen Atlas does not create a physician-patient relationship; and Pollen Atlas is not liable for Provider care, negligence, malpractice, billing, communication, or outcomes to the fullest extent permitted by law.

User Contact Form Checkbox: I understand that Pollen Atlas is not a medical provider, does not provide medical advice, does not guarantee Provider quality or outcomes, and is not for emergencies.

Acceptance Fields

Provider / Practice Legal Name	_____
Authorized Representative	_____
Title / Role	_____
Email	_____
Date	_____
Signature	_____