

Privacy Policy

This website (“Site”) is owned by Achieve Physical Therapy, LLC (“Company”, “we”, “us”, “our”).

This Privacy Policy describes how we collect, use, process and distribute your information, including “Personal Information” (defined below), used to access this Site. Some online purchases and services may have additional terms of use relating to that transaction.

This Privacy Policy requires the use of arbitration on an individual basis to resolve disputes instead of a jury trial, which limits the remedies available to you in the event of a dispute. By using our Site, you understand that you are waiving certain legal rights and are voluntarily agreeing to do so.

Please read this Privacy Policy and any other Privacy Policies referenced herein carefully. Use of any personal information or contribution you provide to us which is collected by us on or through our Site is governed by this Privacy Policy. By using our Site, you consent to the terms of this Privacy Policy whether you have read it or not.

Personal Information We Collect

“Personal Information” is information that can be used to identify, locate, or contact an individual, and includes other information that may be associated with personal information. In general, you can visit our site without telling us who you are or revealing any personal information about yourself. There are times, however, when we may seek information from you, such as name, email address, and phone number. It is our intent to let you know before we collect such personal information from you and to obtain your consent where required.

When you interact with our sites and services, depending on the site or service, we may ask for the following personal information directly from you:

- **Contact Information** allows us to communicate with you, including delivering our e-newsletter to you, and generally includes your name, addresses, email addresses, social media website user account names, and/or telephone numbers.
- **Payment Information** needed to process payments, such as your credit or debit card number, expiration date, and card verification number when you purchase products and/or services from us.
- **Transaction Information** about how you interact with and use our sites and services, email, other communications, and applications, and how you interact with merchants, business affiliates, and service providers.
- **Geographic Location Information** but only if your mobile or other device transmits location data and/or your IP address, and you have activated a location-enabled site or service.
- **Survey Data** for functionality of certain services, which generally includes survey data (questions and responses).

Your Submissions help us with administration of our sites and services and includes any information you voluntarily provide, generally through free form text boxes, forums, uploading a document or authorizing us to retrieve and import information from another user or third party on your behalf. In each of the above instances, you will know what personal information we collect through our sites and services because you voluntarily and directly provide it. You may opt-out or request for us to delete your Personal Information by contacting us at nesemplare@achieve-physicaltherapy.com.

Other Anonymous Information We Automatically Collect

We may also collect certain technical information when you use our Site. For example, our servers receive and automatically collect information about your computer and browser, including, for instance, your IP address, browser type, domain name from which you accessed the Site and other software or hardware information. If you access our Site from a mobile or other device, we may collect a unique device identifier

assigned to that device (UDID), type of device, general GPS location, or other transactional information for that device in order to serve content to it.

In addition, we may collect information about how you use our Site, such as the date and time you visit the site, the areas or pages of the site that you visit, the amount of time you spend viewing the Site, the number of times you return to the Site, visits to sites outside our network, and other click-stream data.

Cookies

We use cookies and other tracking technologies, which may include but not be limited to browser cookies, pixels, beacons and mobile application identifiers to customize content delivered to you, improve your experience, increase security, provide social media features, and analyze traffic to the site. Cookies also help us know how our site or marketing efforts are working, but these cookies generally do not collect any personal information about you. We may share information about your use of our site with our trusted social media, advertising and analytics partners. Most browsers are initially set up to accept cookies. By visiting our Site, you consent to the placement of cookies and beacons in your browser and HTML-based emails in accordance with this privacy policy. You can, however, reset your browser to refuse all cookies or indicate when a cookie is being sent. Please consult the technical information relevant to your browser for instructions. If you choose to disable your cookies setting or refuse to accept a cookie, some parts of the Site may not function properly or may be considerably slower.

Cookies used by Company on this Site:

Cookie	Description	Duration	Type
crumb	This cookie is set by websites that uses SquareSpace platform. The cookie is used to prevent cross-site request forgery (CSRF).		Necessary
ss_cvr	This cookie is set by websites that uses SquareSpace platform. The cookie is used to identify unique isitors and tracks a visitor's sessions on a site.	2 years	Analytics

Cookie	Description	Duration	Type
ss_cvt	This cookie is set by websites that uses SquareSpace platform. The cookie is used to identify unique visitors and tracks a visitor's sessions on a site.	30 minutes	Analytics
ss_cid	This cookie is set by websites that uses SquareSpace platform. The cookie is used to identify unique visitors and tracks a visitor's sessions on a site.	2 years	Analytics
ss_cvisit	This cookie is set by websites that uses SquareSpace platform. The cookie is used to identify unique visitors and tracks a visitor's sessions on a site.	30 minutes	Analytics
ss_cpvisit	This cookie is set by websites that uses SquareSpace platform. The cookie is used to identify unique visitors and tracks a visitor's sessions on a site.	2 years	Analytics

How We Use Personal Information

The information gathered from your use of our Site or provided by you voluntarily may be used to:

- Provide you with information about products, services, news and events.
- Allow you to use, purchase, and/or download products and services.
- Analyze use of our services and products, develop new services and products and customize our products, services, and other information we make available.
- Send you important notices, such as communications about changes to your account, and our sites and services terms, conditions, or policies.
- Solicit input and feedback to improve our sites and services and customize your user experience.
- Contact you via email, telephone, text or chat in a manner allowed by law.
- Meet our contractual obligations to you.
- Send you reminders, technical notices, updates, security alerts, support and administrative messages, and service bulletins.
- Inform you about new products or promotional offers, or other opportunities which we feel will be of interest to you, and to provide advertisements to you through our site, email messages, text messages, applications, or other methods of communication.

- Administer surveys, giveaways, contests, or similar promotions or events sponsored by us or our affiliates.
- Prevent fraud or potentially illegal activities, enforce our sites' terms of use, or to comply with applicable law
- To use anonymized personal information to run (or authorize third parties to run) statistical research on individual or aggregate trends.
- To run social media advertisements.

In addition to the uses described above, we may use personal information that we collect for other purposes that are disclosed to you at the time we collect the information or with your consent.

Sharing Personal Information

We may share personal information about you with those third parties in the following circumstances:

- When we engage third parties (also referred to as “affiliates”) to perform services on our behalf, including maintenance services, hosting, data storage, scheduling, security, analytics and data analysis, payment processing, email and text message distribution, customer service, providing certain interactive tools, and conducting surveys.
- To satisfy any applicable laws or regulations.
- To defend ourselves in litigation or a regulatory action.
- To protect the rights or property of Company and our affiliates including to enforce our Site’s Terms of Use.
- When we have a good faith belief that we are required to disclose the information in response to legal process (for example, a subpoena, court order, or search warrant).
- When we believe our sites and services are being used in the commission of a crime, including to report such criminal activity or to exchange information with other companies and organizations for the purposes of fraud protection and risk management.

- When we have a good faith belief that there is an emergency that poses a threat to the health and/or safety of you, another person, or the public generally.
- We may share personal information about you for any other purpose(s) disclosed to you at the time we collect your information or with your consent.
- In addition, information about our users, including personal information, may be disclosed as part of any merger, acquisition, debt financing, sale of company assets, or similar transaction, as well as in the event of insolvency, bankruptcy or receivership in which personal information could be transferred to third parties as one of our business assets.

Data Retention

We will retain the Personal Information you enter through our Site for the amount of time necessary to provide you with the information and/or services you request from us, to meet the purposes for collecting the information as described above or pursuant to any other applicable state and federal laws.

Malware/Spyware/Viruses: Neither the Company nor the Site knowingly permit the use of malware, spyware, viruses, and/or other similar types of software.

Links to External Sites. Our Site may link to other sites or services operated by our affiliates or third parties, such as our payment processing and education platform vendor, if any. We may also link to sites that may carry advertisements or offer products, services, newsletters or other content developed and maintained by third parties. We do not exercise control over third party sites or services. We are not responsible for the privacy practices of any such third parties. Once you leave our Site via a link, enable a third-party service, or click an advertisement, you should check the applicable privacy policy of the third-party's site or service. The fact that we link to a site or present a banner ad or other type of advertisement is not an endorsement of the site, its products and services or their privacy or information security policies or practices. The Company is not responsible for the content or practices of third-party websites that may be linked to the Site. The Company is also not responsible for any information that

you might share with such linked websites. You should refer to each website's respective privacy policy and practices prior to disclosing any information.

Social Media. We may also provide social media features on our Site that enable you to share personal information with your social network(s) and to interact with our Site. Depending on the features, your use of these features may result in the collection or sharing of personal information about you. We encourage you to review the privacy policies and settings on the social media site(s) with which you interact.

Security/How Your Personally Identifiable Information Is Protected

Security for all personally identifiable information is extremely important to us. We take reasonable steps to protect the Personal Information you provide to us from misuse, disclosure and unauthorized access. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, Company cannot ensure or warrant the security of any information you transmit via the internet. By transmitting any such information to Company, you accept that you do so at your own risk. Should we be made aware of a data breach, we will inform you in accordance with applicable laws.

Your Access To and Control Over Your Personally Identifiable Information: At any time, but only once per calendar year, or as otherwise required under applicable law, Users may contact Company to review the personally identifiable information that Company has collected about you. If you discover any errors, please notify Company and the information will be corrected. To review the personally identifiable information that company has collected about you, please send an email to neemplare@achieve-physicaltherapy.com with the subject line: "Personal Information Review Request." Users may also request that Company delete a user account(s) or, if you have not established a user account, your email address, and any related data at any time. If you wish to delete your user account(s), please email us at neemplare@achieve-physicaltherapy.com with the words "Delete Account" in the subject line. If you do not have a user account and wish to delete your email address or other personally

identifiable information that you might have provided through your use of the Site, please email us at neemplare@achieve-physicaltherapy.com with the words "Delete My Information" in the subject line.

You may also choose to confirm that the Company does not use your personal information in certain ways and/or to otherwise "opt out" of certain uses of that personal information, including without limitation (i) when your personal information may be disclosed to a third party unrelated to the Company and/or parties directly related to providing your Services and/or (ii) when your personal information may be used for a purpose that is materially different from the purpose(s) for which it was originally collected or subsequently authorized by you. If you wish to limit your personal data in either such way or have other questions about how the Company may use your personal data, please contact us at neemplare@achieve-physicaltherapy.com with the words "Privacy Request" in the subject line.

Your California Privacy Rights: California Civil Code Section 1798.83 permits California residents to request from companies conducting business in California a list of third parties to which the company has disclosed personally identifiable information during the preceding year for direct marketing purposes. Company has not and will not share your personally identifiable information with third parties for their direct marketing purposes; accordingly, it will not maintain such a list of third parties. If you are a resident of California and want information confirming how Company does shares your personally identifiable information with third parties for their direct marketing purposes, you may contact us at neemplare@achieve-physicaltherapy.com with the words "California Privacy" in the subject line of your email.

Unsubscribe/Opt-Out: The Site may provide you the opportunity to opt-in to receive communications from us at the point where we request information about you. You always have the option of removing your name from any e-mail list in order to discontinue any such future communications. In order to ensure immediate removal from any list, please follow the specific instructions set forth within the communications

you receive from the Company which you no longer wish to receive. If you are unsuccessful in completing the instructions specified in any such communication, please e-mail us at neemplare@achieve-physicaltherapy.com, including a copy of the undesired email attached to the request, and state you wish to be removed from the mailing list.

Keep in mind, this opt-out does not apply to necessary communications, such as responding to an inquiry, and is revoked if you later request information from us.

Do Not Track

We do not currently actively respond to "Do Not Track" browser signals or mechanisms that indicate a request to disable online tracking of individual users who use our sites and services.

Transfer of Information Across National Borders: Our Site and various information we collect are operated on servers located in and outside of the United States. When you access or use the Site and/or our services, personal information about you may be transferred outside the country in which you are situated to these other locations. The Company's policies ensure that such personal information is protected to the same standard as if it was being housed in the United States.

Data Controller and Processors

We are the data controllers for the Personal Data we collect. We use reasonable efforts to make sure our data processors are GDPR-compliant. We may use trusted third parties as our processors for payments, email marketing, and delivery of some of our products and services. Please note that third-parties who provide and/or publish content on our Site shall be deemed the data controllers for any personal data contained in the content uploaded to that third-party's website and any other personal data processed in relation to such Third-Party Content. This privacy policy only concerns the processing for which the Company is data controller. If you have any

questions regarding personal data contained in the Third-Party Content, please contact the third-party provider responsible for such Third-Party Content.

Anti-Spam Policy

We have a no spam policy and make every effort to comply with the CAN-SPAM Act of 2003. If you wish to opt-out of receiving any communications from us, please see the "Unsubscribe" section of this policy.

Children's Online Privacy Protection Act Compliance

Our Site is intended for people age 18 and older. Any use of our Site by anyone under the age of 18 must be supervised by a parent or guardian. By using our Site, you attest that you are 18 or older or have permission of your parent or guardian to use this Site. If the Company discovers that a child under age 18 has signed up on the Site or provided us with personally identifiable information without their parent's/guardian's permission, we will delete that child's identifiable information from our records, subject to any applicable laws requiring us to retain the data.

Dispute Resolution and Arbitration

If a dispute arises between us, you agree to submit to binding arbitration before a single arbitrator, selected jointly in accordance with the American Arbitration Association Rules. Before seeking arbitration, however, you agree to submit your concerns to us in writing by certified mail, return receipt requested, at the address in the Contact Information section below at least sixty (60) days prior to requesting arbitration so we can try to resolve your issue without resorting to arbitration. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having jurisdiction. By agreeing to this Privacy Policy through the use of our Site, you are agreeing to a modification of the applicable statute of limitations such that any arbitration must be commenced within one (1) year of the date of the act, omission or other conduct complained of and submitted to us through certified mail or it shall otherwise be forfeited forever. You also agree that arbitration shall be held in Morris County, NJ.

No Class or Representative Proceedings: Class Action Waiver

YOU AGREE THAT CLAIMS AGAINST US MAY ONLY BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless we both agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Governing Law

This Privacy Policy, Company's Terms and Conditions and any additional agreements applicable to certain services and/or products shall be construed according to the laws of NJ.

Contact Information for Complaints or Concerns: If you have any complaints or concerns about the Company or about this privacy statement, please email us at: nesemplare@achieve-physicaltherapy.com

Via regular mail:

Achieve Physical Therapy, LLC
Attn: Nicholas Esemplare
6 South Sunset Lane
Pompton Plains, NJ 07444

If you are a resident of the EU and have an unresolved data privacy concern or personal information collection, use, or disclosure concern, you may file a complaint/inquiry with us at the same email and address as above.

Changes to This Policy

This Privacy Policy may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Online Privacy Policy to which you are bound.

Last Updated: May 31, 2020