

## TERMS OF USE

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

By accessing, using and browsing the Site, you accept, without limitation or qualification, this Terms of Use Agreement ***each time you use our Site.***

**This Terms of Use 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 THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING AND/OR BROWSING OUR WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR WEBSITE IMMEDIATELY AND DO NOT USE, ACCESS AND/OR BROWSE IT FURTHER.

**“Company”, “We”, “Our”, or “Us”** means Achieve Physical Therapy, LLC

**“Content”** means any and all written, visual, video, or audio information contained on the Site or provided as a link to our Content on other platforms/sites, including, but not limited to, blog posts, graphics, newsletters, designs, documents, information, templates, coaching guides, e-books, forms, webinars and other instructional videos, photographs and exercise instructions/programs regardless of whether they are in a viewable, downloadable or access to a streaming form.

**“You” or “Your”** means a Visitor, User, or Customer.

**“Visitor” or “User”** means any individual who accesses any Content on the Site, whether the Content is free or paid.

**“Customer”** means any individual who has purchased Content from us on the Site.

**“Personal Information”** means information that can be used on its own or in conjunction with other information to identify, contact, or locate a person, or to identify an individual in context. For example, personal information includes, among other things, your name, address, email address, telephone number, credit card information, site behavior, etc.

**User License Granted.** “User” of our Site is someone who has been granted access through a non-exclusive, non-transferable, revocable license to access and use our Site and Content strictly in accordance with this Agreement.

**Our Services.** Company offers physical therapy services in our office in NJ and through a telehealth platform to NJ residents. We have also developed proprietary educational products and services (hereinafter “Content”) offered through our Site. Physical therapy sessions may be provided at our office or via a telehealth platform. Educational programs are offered on-line through a synchronous video and audio connection, or it may consist of viewing educational materials through an asynchronous form of communication.

**Your Use of Our Site.** Your use of our Site and Content are solely for internal, personal, non-commercial purposes, unless otherwise provided in this Agreement. Your User access is not transferable or assignable and is intended solely for Users who are at least age 18 years of age or older. By using our Website and/or Program, you represent and warrant that you are 18 years or older. Any use of or access to our Site by anyone under 18, is unauthorized, unlicensed and in violation of these Terms of Use.

**License Grant.** If you purchase Content on our Site, Company grants to you a non-exclusive, non-transferable license to access the Content through link to streaming content, a download or grant of access to a webpage on our Site through your unique log-in. For some products, the Content may be distributed to you by email. The license granted to you is subject to the Intellectual Property Rights clause below. Some

products and services may have additional terms stated on the description of the product, which are incorporated into this Terms of Use Agreement by reference.

**Our Relationship to You (Medical Disclaimer).** The Content on our Site is intended for educational purposes only. Our Site and Content are not intended to provide individualized medical or rehabilitation advice. Your use of our Site and Content does not constitute a patient-provider relationship. By using our Site and Content, you agree that you do not have any medical conditions that might put you at risk if you implement any of the suggestions or exercises in our Content. If you have any medical conditions, you agree to obtain medical clearance from your personal physician, physical therapist or other appropriate health care provider before implementing any suggestions or exercises provided in our Content. You further understand that the information provided on our Site and in our Content is by no means complete or exhaustive, and that as a result, such information does not encompass all conditions, disorders, or dysfunctions that may occur. Any use of our Content, including but not limited to exercise suggestions or instructions, is at your own risk. Always seek the advice of your own physician, physical therapist regarding any questions or concerns you have about your specific health problems before implementing any information or suggestions on our Site or in our Content. Do not disregard medical advice or delay seeking medical advice because of information you have accessed on our Site or in our Content. Do not start or stop taking any medications without speaking to your own physician, nurse practitioner, physician assistant, mental health provider or other health care professional. If you have or suspect that you have a medical or mental health issue, contact your own health care provider promptly.

**Not Telemedicine, Medical or Physical Therapy Advice Disclaimer.** Some of our educational offerings, whether free or paid sessions, may include a live online meeting or exercise session with you or a group of participants. These live sessions are not intended to be a telemedicine or telehealth sessions and are not intended to provide medical or physical therapy advice. Group or individual exercise sessions, if any, are intended to be general, not prescriptive exercises, and not for any therapeutic purpose. If we demonstrate exercises or answer questions by participants during such sessions,

it is not considered physical therapy or medical advice and does not establish a therapist-patient relationship with you. Any responses we provide to specific questions are intended to be hypothetical and educational only.

**Recorded Sessions.** We may record some online sessions and post the session on our website. We will advise you in advance before recording the session so you can determine whether or how you wish to participate. If we advise you that we are recording audio and/or video during the session and you participate, allowing your image to be seen or your voice to be heard by other participants, you are consenting to our posting of your image and/or comments on our website or for any other use at our discretion. If you do not want your comments to be part of the recording, you should not make the comment during the live session. If you do not want your image to be included in a group exercise session or other meeting, please do not turn on your video camera.

**Prohibited Uses.** You are prohibited from using the Site and its Content (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Website or any related website.

**Right to Terminate.** We reserve the right to limit your use of the Site and/or the Content or to terminate your account should we determine, in our sole discretion, that you have violated any of the prohibited uses or any other terms in this Agreement. In addition, we reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to

reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

**Intellectual Property Rights.** You agree that the Site itself, as well as all educational content, videos, training materials, products, services and/or other materials, made available on the Site by us or other third parties, as well as the look and feel of all of the foregoing, (collectively referred to as the “Content”) are maintained for your personal use and information by the Company and are the property of the Company and/or its third party providers. You agree that such Company Content shall include all proprietary videos, HTML/CSS, Javascript, graphics, voice, and sound recordings, artwork, photos, documents, and text as well as all other materials included in the Site, excluding only the materials you provide, if any. Subject to your compliance with these Terms of Use, the Company hereby grants you a limited license, which is non-exclusive, non-transferable, and non-sublicensable, to access, view, and use the Site solely for your personal purposes. No Company Content may be copied, reproduced, republished, uploaded, posted, transmitted, distributed, modified or used for public or commercial purposes, or downloaded in any way unless written permission is expressly granted by the Company. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of the Company, as well as other authors who created the materials, and may be subject to monetary damages and penalties.

**Your License to Us.** If you post or submit to us any creative ideas, inventions or suggestions for our Content or services, such submissions shall become, and shall remain, the sole property of the Company. No submission shall be subject to any obligation of confidence on the part of the Company. The Company shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to

you. This does not apply to personal information otherwise subject to any confidentiality requirements under law or this Agreement.

**Testimonials.** You also acknowledge that all customer testimonials found on our Site are strictly the opinion of that person and any results such person may have achieved are solely individual in nature and your results may vary. Any and all current or past-client testimonials, statements, or examples used by us or posted by individuals on our Site are not guarantees that you will also experience or receive the same results. You understand that such information is based upon personal experience and is not a substitute for obtaining professional medical advice.

**Digital Millennium Copyright Act of 1998.** The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any of the materials appearing on this Web site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Web site, currently located at <http://www.loc.gov/copyright>. In accordance with the DMCA, Company has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to Elite at the address in the Contacting Us section below.

**Third-Party Links.** Third-party links on our Website, whether posted by us or other Users, may direct you to third-party websites that are not affiliated with us. Any suggested websites or links provided is not an endorsement, sponsorship or approval of that website or its content. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

**Consent to Receive Communications.** When you purchase Content or register as a visitor on our Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other records or correspondence from the Company. You consent to receive notices electronically by way of transmitting the notice to you by email. You may opt-out of receiving such communications by clicking the “Unsubscribe” button on the communication or by contacting us at the address in the “Contact Us” section below.

**Your Personal Information.** The Company shall use commercially reasonable efforts to restrict unauthorized access to our data and files. However, no system, whether or not password protected, can be entirely impenetrable. You acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify, or distribute the data and files you store using the Site. Use of the Site is completely at your own risk.

The Company will not intentionally disclose any personally identifying information about you to third parties, except where the Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms of Use. By using the Site, you signify your acceptance of the Company’s Privacy Policy, <https://static1.squarespace.com/static/5e3ee1391f755864d6fe7bf2/t/5ef4a0d3449d4f2dddd237d8/1593090260304/Privacy+Policy.pdf> If you do not agree with this Privacy Policy, in whole or part, please do not use this Site.

**WARRANTIES DISCLAIMER.** NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR MAINTAINING THE SITE AND/OR ANY CONTENT ON THE SITE SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF THE SITE. WITHOUT LIMITING THE FOREGOING, ALL CONTENT ON THE SITE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY

DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE CONTENT/MATERIALS IN THE SITE, THE RESULTS OF THE USE OF SUCH CONTENT/MATERIALS, THE SUITABILITY OF SUCH CONTENT/MATERIALS FOR ANY USER'S NEEDS OR THE LIKELIHOOD THAT THEIR USE WILL MEET ANY USER'S EXPECTATIONS, OR THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR CORRECTION. THE COMPANY DOES NOT WARRANT THAT USE OF THE CONTENT/MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE, THE CONTENT, AND/OR THE CONTENT/MATERIALS AVAILABLE ON THIS SITE ARE FREE FROM BUGS OR VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY PERFORMANCE OR SERVICE PROBLEMS CAUSED BY ANY THIRD PARTY WEBSITE OR THIRD PARTY SERVICE PROVIDER, INCLUDING, FOR EXAMPLE, YOUR WEB SERVICE PROVIDER SERVICE, PAYMENT PROCESSING SERVICES, YOUR SOFTWARE AND/OR ANY UPDATES OR UPGRADES TO THAT SOFTWARE. ANY SUCH PROBLEM SHALL BE GOVERNED SOLELY BY THE AGREEMENT BETWEEN YOU AND THAT PROVIDER. THE COMPANY RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER THE COMPANY IS RESPONSIBLE FOR ANY SUCH MALFUNCTION OR DISRUPTION.

Please note that the applicable jurisdiction may not allow the exclusion of implied warranties. Some of the above exclusions may thus not apply to you.

**Release of Liability and Indemnification.** You agree to indemnify and hold the Company and its directors, officers, employees, agents and assigns harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of the Site or any services that the Company may provide via the Site, and (v) your conduct in connection with the Site or the services or with other users of the Site or the services. The Company reserves the right to assume the exclusive defense of any



claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company.

**Waiver of Right to Pursue Class Action Claims.** You agree to only resolve disputes with use on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. 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.

### **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.

**Third Party Beneficiaries.** The provisions of these Terms of Use are for the benefit of the Company, its subsidiaries, affiliates and its third-party content providers and

licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

**Governing Law and Jurisdiction.** This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principles of conflicts of law. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

**Contacting Us.** If you have any questions or concerns about this Terms of Use Agreement or our practices, please contact us at:

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

These Terms of Use 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 Terms of Use to which you are bound.

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