

## TERMS & CONDITIONS OF USE

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Welcome to our website ([www.abdominopelvichealth.com](http://www.abdominopelvichealth.com))! We are pleased to provide informational and educational services at this website in accordance with this terms and conditions of use (“conditions of use”). This website is owned and managed by Abdominopelvic Health, PLLC (“Abdominopelvic Health” “us,” “our,” or “we”). By using this website, you agree to the **conditions of use** and the privacy policy. If you do not agree, do not use this website. Please read it carefully.

# TERMS & CONDITIONS OF USE

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## **1. ACCEPTANCE & AGREEMENT TO BE BOUND.**

By using this website, you agree to allow Abdominopelvic Health to collect, use, and disclose your information under the terms explained in the privacy policy. Abdominopelvic Health may change these conditions of use without notice, and your continued use of the website signifies that you agree to be bound by any changes.

These conditions of use govern your access to and use of the websites, products, data, services, and Content provided to you on, from, or through this website, any of our software, and any applications created by Abdominopelvic Health whether available through a social networking site or its subsidiaries or affiliated companies (the “Service”).

By accessing or using the Service, you agree to be bound by these conditions of use and the privacy policy. You may use the Service only if you can form a binding contract with us, and only in compliance with these conditions of use, as well as all applicable local, state, national, and international laws, rules and regulations.

## **2. THIS WEBSITE DOES NOT PROVIDE MEDICAL ADVICE.**

This website’s content is provided for informational and educational purposes only. This includes the entirety of the website (including text, images, videos, and blogs), Abdominopelvic Health social media (as it is defined in this website’s privacy policy), and any information obtained from Abdominopelvic Health licensors or third-parties, and the logos, images, software, videos, text, graphics, photos, sounds, music, audiovisual combinations, interactive features, collections and other materials you may view on, access through, or contribute to the Service. This information is collectively referred to as the website’s “Content.”

**Nothing on this website constitutes medical advice.**

If you have concerns about any medical condition, diagnosis, or treatment, you should personally consult with a licensed healthcare provider. In case of medical emergency, you should call 911 immediately.

**This website does not create or constitute a provider-patient relationship between you and Abdominopelvic Health.**

By using this website, you explicitly acknowledge that you understand your use of this website does not create a provider-patient relationship between you and Abdominopelvic Health. Your use does not create any duty for Abdominopelvic Health to follow up with you about any medical condition, diagnosis, or treatment.

**This website does not provide occupational therapy services.**

Nothing on this website, in the Content, or in the Service is intended to and does not constitute the practice of occupational therapy. The website, the Content, and the Service are for educational purposes only based upon Abdominopelvic Health’s proficiency in,

knowledge of, and experience with the subject matter of the website, the Content, and the Service.

### **3. DO NOT PROVIDE PROTECTED HEALTH INFORMATION TO US.**

Although Abdominopelvic Health takes the confidentiality of its visitors and clients seriously as described in the privacy policy, Abdominopelvic Health's activities as it relates to this website, the Content, and the Service do not comply with the Health Insurance Portability and Accountability Act ("HIPAA").

Do not use, provide, transmit, store, or disclose any health information that constitutes protected health information ("PHI") through this website. Abdominopelvic Health accepts no affirmative duty to learn whether you provide, transmit, store, or disclose PHI while using this website, the Content, or the Service but if Abdominopelvic Health has actual knowledge that you are using, providing, transmitting, storing, or disclosing PHI it may revoke your access to the website, the Content and the Service.

If you use, provide, transmit, store, or disclose PHI in connection with this website, the Content, or the Service, you agree to indemnify Abdominopelvic Health against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorney fees and costs) arising out such use, provision, transmission, storage, or disclosure of PHI.

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### **5. YOUR CONDUCT.**

You expressly agree not to deceive, harass, stalk, harm, or exploit any other users; distribute spam; collect or record information about other users; or advertise or solicit others to purchase any product or service. Abdominopelvic Health reserves the right, but does not have the obligation, to monitor all conduct on the website.

### **6. THIS WEBSITE IS NOT INTENDED FOR CHILDREN.**

This website is not intended or designed to attract children under the age of 18. Abdominopelvic Health does not collect personally identifiable information from any person known by Abdominopelvic Health to be a child under the age of 18. Should Abdominopelvic Health inadvertently come to possess personally identifiable information about a child under the age of 18, Abdominopelvic Health will not knowingly disclose contact information relating to a child under the age 18 to any third-party.

## **7. DISCLAIMER OF LIABILITY AND NO WARRANTY.**

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### **Your sole and exclusive remedy against Abdominopelvic Health is to stop using this website.**

Without limiting the preceding paragraphs, you expressly release Abdominopelvic Health from any responsibility and/or liability relating to your use of this website, linked websites, or information contained in this website or linked websites, including any liability or responsibility pertaining to the use, administration, and the use and/or disclosure of your information in accordance with this website privacy policy.

## **8. INFORMATION YOU PROVIDE.**

Abdominopelvic Health has the right, but not the duty, to monitor your use of this website, including any information you provide. Any information you send to Abdominopelvic Health

by email may be misdirected or intercepted by unintended recipients, and thus it may not constitute a confidential medium of communication. If you have confidentiality concerns, please consider using an alternative mode of communication and do not transmit any sensitive or confidential information to us via email.

This website provides you the option to communicate with Abdominopelvic Health through email. This option is provided solely for your convenience, and it may not be secure. By using it, you agree that Abdominopelvic Health is not responsible for the privacy of any email messages. Abdominopelvic Health does not warrant the confidentiality or security of any email transmission.

You are responsible for all information you send through this website. This means that you agree not transmit information that is illegal, threatening, libelous, defamatory, obscene, ethnically or racially offensive or discriminatory, profane, invades the privacy of another person, or any other information that violates any law or confidentiality agreement. Abdominopelvic Health may edit, delete, modify, or ban such information, and/or take necessary legal action.

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### **Abdominopelvic Health may provide links to third-party websites:**

This website occasionally provides links to third-party websites. By clicking on these links, you agree that Abdominopelvic Health is not responsible and does not control any information on these websites. Third-party websites are unrelated to, and not maintained by, Abdominopelvic Health.

By clicking on such links, you agree that Abdominopelvic Health is not responsible for their content, regardless of whether your access is provided by Abdominopelvic Health or by another third-party. Abdominopelvic Health does not warrant the accuracy, timeliness, or suitability of the content of any third-party website.

By providing a link to a third-party website, Abdominopelvic Health does not endorse the products or services of that linked website, nor does it endorse the third-party website's sponsoring organization. Your sole and exclusive remedy for claims arising from any such third-party products or services is against the third-party provider, and not Abdominopelvic Health.

### **Third-party websites may provide links to Abdominopelvic Health:**

Abdominopelvic Health hereby grants third-party websites the limited right to link to its website. This limited license does not grant the right to "framing" of the Content or grant any other activity that could create a misimpression or confusion among users with respect to sponsorship or affiliation.

## **10. SUBMISSIONS OF INFORMATION.**

Do not send Abdominopelvic Health any ideas, suggestions, materials, concepts, or other information (collectively "Information") relating to the website. If you violate this policy and do send Information to Abdominopelvic Health, that Information will become Abdominopelvic Health's property. This means that Abdominopelvic Health will have

unrestricted use of it for its personal and commercial purposes. You will not be compensated, and Abdominopelvic Health will not be liable to you or any other provider of the Information.

If you send Information to Abdominopelvic Health, you agree:

- to waive your rights in any Information;
- to warrant that it is original to you;
- that you have the right to submit it to Abdominopelvic Health, and
- that you have no recourse against Abdominopelvic Health for any alleged or actual infringement or misappropriation of any proprietary right in any Information.

Abdominopelvic Health is not obligated to maintain the confidence of any Information submitted, and Abdominopelvic Health disclaims any liability that may result from its disclosure of any Information submitted in violation of its policy.

You further agree not to:

- Transmit any Information that contains any viruses or other computer programming routines that may damage, interfere with, intercept, or take any system, data, or personal information;
- Impose an unreasonably large amount of Information on this website or otherwise interfere with or inhibit any other user from using or enjoying this website;
- Transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communications;
- Access, use, or copy any portion of the Content using automated mechanisms, such as bots, spiders, scrapers, web crawlers, or indexing agents; and/or
- Impersonate another person, or allow any other person or entity to use your identification for interacting on Abdominopelvic Health's social media, as defined in its privacy policy.

## **11. INDEMNIFICATION OF ABDOMINOPELVIC HEALTH FOR CLAIMS ARISING FROM YOUR USE OF THE WEBSITE.**

You agree to indemnify Abdominopelvic Health against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorney fees and costs) arising out of any third-party's claims that relate to your use of this website.

## **12. OPERATION OF THE WEBSITE.**

Abdominopelvic Health makes all reasonable efforts to keep this website operational and available for access on a 24-hour-a-day, seven-day-a-week basis. This is occasionally subject to scheduled downtime for maintenance purposes, unscheduled maintenance, and systems outages.

Abdominopelvic Health, however, does not provide any assurance or warranty that:

- access will always be available;
- service will be uninterrupted;
- its operation will be error-free;

- defects will be corrected; or
- the servers that operate the website are free from viruses or other harmful components.

You agree to assume the entire cost of all servicing, repair, or correction to your property arising from your use.

### **13. PRIVACY AND SECURITY.**

Abdominopelvic Health makes every effort to comply with all applicable laws that concern the privacy of online communications. By using this website, however, you acknowledge that the Internet is neither more nor less secure than other communications media, including mail, facsimile, and telephone services, all of which can be intercepted and otherwise compromised.

As a matter of prudence, you are urged to assume that all internet communications are insecure. To learn more about how Abdominopelvic Health maintains the privacy and security of its website visitors, please read the privacy policy.

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Reproduction, replication, or redistribution for commercial purposes of any of the Content is prohibited.

### **15. HEALTH DISCLAIMER.**

You agree that Abdominopelvic Health is not responsible for any injuries that you sustain from participation in any of the activities depicted on the on the website or through the Content or the Service. You expressly waive any claim for any injury at any time against Abdominopelvic Health, or any person or entity involved with Abdominopelvic Health, including, without limitation, its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates, and representatives.

Your use of the website, the Content, and/or the Service evidences your understanding that physical exertion may result in physical or mental injury or risk of injury. You further agree that you are solely responsible to exercise within your limits.

**YOU SHOULD SEEK THE ADVICE OF A PHYSICIAN PRIOR TO BEGINNING A PHYSICAL EXERCISE REGIMEN. IF YOU FEEL FAINT, DIZZY, OR HAVE PHYSICAL DISCOMFORT, STOP IMMEDIATELY, AND CONTACT YOUR PHYSICIAN.**

Abdominopelvic Health may suggest a particular technique, use of equipment, pose, move, or instruction, but it is your sole responsibilities to ascertain if such technique, use of equipment, pose, move, or instruction is consistent with your ability and safe for you to do.

#### **16. NO WARRANTY OR GUARANTEE OF OUTCOME.**

Abdominopelvic Health has made efforts to provide accurate information on the website, the Content, and in the Service. But any testimonial or example on the website or in the Content or the Service does not guarantee that you will receive similar results. Your results will depend on your background, effort, overall health, motivation, desire, and many other factors that are beyond the scope of the website, the Content, or the Service.

ABDOMINOPELVIC HEALTH MAKES NO GUARANTEE AND NO WARRANTY THAT YOU WILL HAVE ANY SPECIFIC RESULT.

#### **17. INTELLECTUAL PROPERTY INFRINGEMENT.**

Abdominopelvic Health respects intellectual property rights. If you think that material that appears on our website is subject to copywrite or trademark infringement, please provide us with following information: (1) The claimed infringement; (2) reasonably sufficient information to allow Abdominopelvic Health to locate the claimed infringement on the website; (3) the owner or complaining parties contact information, including name, address, and email address; (4) the signature of the owner; (5) a statement by the owner that the owner has a good faith belief that the use of the copyright or trademark is not authorized by the copyright or trademark owner, its agent, or the law; (6) a statement, under penalty of perjury, that the information is accurate, and you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Note: Under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

#### **18. DMCA TAKEDOWN NOTIFICATION.**

Pursuant to a valid DMCA takedown notice, Abdominopelvic Health will notify you if we have removed copyright protected material.

#### **19. NO ASSIGNMENT.**

The conditions of use and licenses may not be transferred or assigned by you but may be assigned by us without restriction.

#### **20. CONSENT FOR ELECTRONIC COMMUNICATIONS.**

By providing Abdominopelvic Health with your email address, you consent to receive unencrypted an unsecured email communications form us. You agree that any notices, agreements, disclosures or other communications that Abdominopelvic Health provides to you by email satisfies any legal communication requirements.

#### **21. APPLICABLE LAW AND ENFORCEMENT OF CONDITIONS OF USE.**

The laws of the State of Michigan, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of these conditions of use. If a website visitor takes legal action against us relating to the website privacy policy or these conditions of use,



or relating to the visitor's interactions with or relationship to Abdominopelvic Health relating to this website, that visitor agrees to file such action only in the state and federal courts located in the State of Michigan.

By using this website, you agree that:

- if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
- that if an unenforceable provision is modified or disregarded in accordance with this paragraph, then the rest of these conditions of use will remain in effect as written; and
- that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

No waiver of any of the privacy policy or these conditions of use shall be effective unless it is in writing and signed by an authorized representative of Abdominopelvic Health. No such waiver shall be deemed a further or continuing waiver of such term or any other term or condition of use.

The privacy policy and these conditions of use constitute the entire agreement between you and Abdominopelvic Health, as it relates to your use of this website. It does not create any relationship between you and Abdominopelvic Health that is not contemplated in these policies.

## **22. AMENDMENTS AND MODIFICATIONS.**

Abdominopelvic Health may amend or update the privacy policies, these conditions of use, the Content or the Service at any time without prior notice. If you use this website after any changes, you agree to be bound by the changes.

## **23. AFFILIATE DISCLAIMER.**

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