

Physiolutions Terms of Use

Effective Date: March 13, 2022

Welcome to Physiolutions!
We are happy you are here.

Please read the following Terms of Use ("Terms") which apply to your use of our services and products.

Physiolutions, LLC ("Physiolutions", "we", "us", or "our") is a Florida limited liability company that provides services and products related to physical therapy, physiotherapy, clinical care, treatments, continuing education, yoga, pilates, consultation, fitness, health, wellness and other services (collectively, "Services"). Physiolutions provides these Services and products in person, online, live or in pre-recorded education, website features or otherwise when you: (a) visit the www.physiolutions.com website and other related websites, portals, or apps (the "Site"); and/or (b) use Physiolutions Services, products, or communication tools/services. With respect to any waiver of liability, limitation on damages, or releases you are bound by, Physiolutions includes its owners, members, managers, and employees. When you use the Services you agree to our Terms as stated below.

Your viewing and use of our Site and Services ("Your Use") are conditioned on, governed by, and subject to these Terms, including the WAIVER OF LIABILITY, a copy of which is located at the bottom of this document, and your compliance with our Privacy Policy, a copy of which is located [here](#). You agree to both our WAIVER OF LIABILITY and our Privacy Policy, which are incorporated by reference into these Terms. This Site may not be used in any way that is not expressly permitted by these Terms and our Privacy Policy. By signing or consenting to this form in its digital format, you agree to be bound by these Terms, our Privacy Policy, and our WAIVER OF LIABILITY.

A written consent or signature for these Terms including its WAIVER OF LIABILITY is required to participate in or engage with any of our Services or products including physical therapy, physiotherapy, clinical care, education, yoga, pilates, fitness, or consultation services, treatments, and/or other Services. These Terms will apply regardless of whether you signed or indicated your consent to them.

IN ACCESSING THE SITE, YOU ARE AGREEING TO THESE TERMS, INCLUDING OUR LIABILITY WAIVER AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE, PLEASE DISCONTINUE USING OUR SITE AND SERVICES IMMEDIATELY.

The parties agree:

1. **This is a Legal Agreement.**

These Terms are a legal agreement between you and Physiolutions and contain important information regarding your legal rights, remedies and obligations. By Your Use of the Site, you: (a) acknowledge you have read, understand, and agree to be bound by these Terms; (b) agree to comply with all applicable laws, rules and regulations with respect to Your Use of the Site; and (c) represent you are an adult at least eighteen (18) years of age and have the legal capacity to enter into contracts in the jurisdiction where you reside.

2. No Children Are Permitted To Use Our Site.

This Site is not directed toward, nor intended for use by children under 13 years of age, nor does Physiolutions knowingly collect information about children under 13. If you are under 13 years of age, you are not permitted to submit any personally identifiable information to us. If a parent or guardian has created an account on the Site to learn more about spine health and wellness for a family member, friend, client or acquaintance, they acknowledge and agree that they, the user/student/participant, is over 18 years of age and that any information shared through products, courses or content is for informational purposes only, and does not take the place of personalized medical advice. If Physiolutions learns that an account was created by a user under 13 years of age, that account is subject to immediate termination. If you wish to report an account created by, or for a minor, please contact us at privacy@physiolutions.com.

3. You Agree To Obtain Your Physician's Permission Before Beginning Any Exercise Program.

You understand that physical exercise can be strenuous and can expose you to the risk of serious injury. We urge you to obtain a physical examination and medical clearance from a licensed physician before participating in any exercise activity. You acknowledge and agree that certain aspects of yoga, pilates, physical therapy, and exercise may not be appropriate with specific medical conditions. You voluntarily accept and assume any and all risks, known or unknown, associated with Your Use of the Site and Physiolutions' Services including, without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, death, and/or illness, which arise by any means, including, without limitation: acts, omissions, recommendations or advice given by Physiolutions or its affiliates.

4. Getting The Most Out Of This Practice And Optimizing Safety.

You acknowledge and understand that yoga, pilates, physical therapy and exercise includes physical movements, as well as an opportunity for muscular strengthening, relaxation, stress re-education, and relief of muscular tension. As is the case with any physical activity, YOU ACKNOWLEDGE AND AGREE THAT THE POTENTIAL RISK OF INJURY TO YOURSELF OR TO THIRD PARTIES, EVEN SERIOUS OR DISABLING, IS ALWAYS PRESENT AND CANNOT BE ENTIRELY ELIMINATED. You acknowledge and agree that if you experience any pain or discomfort, you will listen to your body, adjust the posture or exercise, or discontinue the posture or exercise or remainder of class, and, if necessary and

available, ask for support from the teacher or staff. YOU UNDERSTAND AND AGREE IT IS YOUR RESPONSIBILITY TO KEEP YOURSELF HYDRATED AND PRACTICE IN A MANNER THAT RESPECTS THE SAFETY AND INTEGRITY OF YOUR BODY AND MIND; THIS INCLUDES BEING PROPERLY PREPARED, RESTED, FOCUSED AND ENSURING A DISTRACTION-FREE ENVIRONMENT TO OPTIMIZE FOCUS ON SAFE FORM AND INSTRUCTIONS GIVEN DURING THE CLASS/COURSE WHETHER YOU ARE A STUDENT, VOLUNTEER, OBSERVER, PARTICIPANT OR PROVIDER.

5. Information Shared in this Educational Format is Intended as General Medical/Wellness Guidance.

You understand and agree that any advice or guidance shared, delivered, or offered in any format (verbal, written, observed, or other) during a presentation, class or course (current or past) associated with Physiolutions is not intended as specific medical advice for you, your family, friends, clients, colleagues or others. Information shared during any live or virtual course, class, or experience with Physiolutions is intended as general medical and wellness guidance based on evidenced based research. Each person presents with his/her/their own unique biopsychosocial qualities; it is imperative you consult with your established licensed medical provider to obtain medical advice specific to you, your family, your colleague, your clients, or others, and that materials and experience on this Site are not a substitute, nor do they replace one-to-one, in-person medical care that has been customized after a personal evaluation performed by a licensed and appropriately credentialed medical professional.

6. Professional Education and Scope of Practice.

If you are registering for professional education from Physiolutions, you attest that you hold the proper credentials and licensure to provide the modality of treatment to others (example: licensed physiotherapist, registered yoga teacher, certified pilates teacher, certified personal trainer), and attest that you will apply and provide the education you receive from Physiolutions within, and not beyond, the scope of practice in which you are licensed and certified. You acknowledge and agree that you will use the education for personal knowledge or treatment purposes only, and you will not train or educate other healthcare or fitness professionals on the methods shared during your coursework with Physiolutions. You attest that you will always hold client safety at the highest level and will refer clients to the appropriate source when a client presents with any physical, emotional or cognitive needs beyond the scope of practice in which you are licensed or certified. For courses that require any examination as part of the curriculum, you acknowledge and agree that successful completion of all written, digital, verbal and practical examination materials is necessary before promoting, advertising, or sharing your ability to provide specified modalities.

You understand and agree that failure to complete or pass any required examination that is indicated as part of a course restricts you from advertising, promoting, or delivering services as

provided during your education with Physiolutions until such a time as you successfully complete all examination materials in accordance with our designated criteria.

7. Your Privacy.

Physiolutions takes your privacy very seriously. We never knowingly sell, distribute or expose any of your information, and employ the highest standards for protecting your information. Physiolutions' Privacy Policy governs Your Use of our Site and constitutes a part of these Terms. You can view Physiolutions' privacy policy [here](#).

8. Intellectual Property Rights

Physiolutions is the exclusive owner or licensee of all the content and materials on the Site (the "Content," as defined in this paragraph), and of all related intellectual property rights therein, including, but not limited to, all copyrights, moral rights, trademark and patent rights (the "IP"), except as to those rights which have been granted by IP holders. Our Content includes, but is not limited to, all features, functions, services, software, algorithms, designs, objects, documentation, know-how, code, data, art, graphics, animation, photographs, images, logos, text, music, sound effects, audio and/or audio-visual elements, videos, domain names, downloadable materials, look-and-feel, design, layout, organization, presentation, user interface, navigation, stylistic convention and other distinctive brand features of the Site. All trademarks, trade names, copyrights, logos and service-marks including the trademark PHYSIOLUTIONS (collectively, the "Marks") related to our IP are the exclusive property of Physiolutions. Unauthorized use of any of the Marks or of any word, term, name or symbol that is likely to cause confusion or mistake with respect to the user's connection or association with us, or our approval or sponsorship of the user's products or services, or that is likely to dilute any of our Marks is strictly prohibited by law. All third party IP that appears in or on the Site is the property of their respective owners. You do not acquire any ownership interest in any IP or the Marks by Your Use of the Site, including any IP and/or Marks that Physiolutions has received authorization to use. YOU MAY NOT USE, REPRODUCE, COPY, MODIFY, EDIT, DISTRIBUTE, TRANSMIT, ADAPT, REFORMAT, CREATE WORKS FROM, DISPLAY, PERFORM, PUBLISH, LICENSE, SELL OR OTHERWISE EXPLOIT, THROUGH ANY MEANS OR MEDIA, ANY OF OUR IP OR MARKS OR ANY OF THE SITE'S CONTENT, SERVICES OR PRODUCTS WITHOUT THE EXPRESS WRITTEN PERMISSION OF PHYSIOLUTIONS OR OTHER OWNER.

Notices of Infringement. Persons who believe that their copyrights have been infringed by this Site or otherwise may notify Physiolution's Designated Copyright Agent. All notices must comply with the requirements of U.S. Copyright Act 17 U.S.C. § 512(c)(3) and regulations promulgated thereunder, each as amended. Such notices not complying with these requirements will be returned unprocessed. No other notices or inquiries of any type, including requests for information, purchase or technical support questions, notices of infringement of third-party

trademark or patent rights, employment inquiries, press inquiries, or investor inquiries, will be read or answered under this Agent and Agent Address.

Designated Copyright Agent and Address of Agent:

Attn: David M. Slater, Esq.
Slater Law PLLC
240 West 73rd Street, Suite 701
New York, NY 10023
Phone: 212-489-6500
Email: mail@davidmlater.com

9. Your Permission To Use Our Site.

On condition of your acceptance of these Terms, Physiolutions grants you a non-exclusive, limited, non-transferrable, non-sub-licensable, freely revocable license to use the Site, its Content and Services for your personal, non-commercial use. Physiolutions reserves all rights not expressly granted herein, and reserves the right to terminate your license to use the Site at any time, for any or no reason and, at our discretion, to charge to access and view certain parts of our Site.

10. Submission of Your Own Materials, Ideas, and Suggestions.

We appreciate the enthusiasm, support and ideas of our users and encourage user-created content on our Site. For all materials, text, graphics, sound files or recordings, videos, new creative work, webisodes, or other information you post, upload or otherwise make publicly available on the Site (including feedback, ratings, comments, ideas and suggestions) (collectively “Submissions”), you hereby grant Physiolutions and our respective designees a worldwide, non-exclusive, sub-licensable, transferable, assignable, royalty-free, perpetual, irrevocable right to use, copy, reproduce, edit, transmit, translate, distribute, adapt, reformat, create derivative works from, publicly perform, publicly display and license, digitally perform, make, have made, sell, offer for sale or any other commercial purpose, your Submissions in any and all media and means of communication, now known or hereafter developed, and to use your name in connection therewith. Physiolutions has no obligation of confidentiality, express or implied, with respect to your Submissions. You retain ownership of the intellectual property contained in your Submissions. You represent and warrant, however, that you own all intellectual property rights, any necessary licenses, rights, consents, and permissions to the Submissions, that you are authorized to publish the Submissions, and that you are authorized to permit (and do permit) us to publish the Submissions and exploit all intellectual property rights in and to your Submissions. You also waive to the full extent permitted by law any and all claims against us related to moral rights in the Submissions.

No compensation or reimbursement of any kind will be paid with respect to our use of your Submissions. Moreover, in no circumstances will Physiolutions be liable to you for the use of any of your Submissions.

You also agree that Physiolutions is not and cannot be responsible for maintaining any Submissions, as Physiolutions cannot control what other users do with your Submissions. Physiolutions may delete or destroy any Submissions at any time in our sole and absolute discretion. Physiolutions does not routinely utilize the right to monitor Submissions and does so in cases needed to enforce these Terms and our Privacy Policy. If you post a Submission and want us to remove it from the Site, please contact us at privacy@physiolutions.com. We will take reasonable efforts to remove the Submission upon receiving a sufficient request, but we cannot ensure complete or comprehensive removal of the entire Submission. Information and content submitted by users for publication does not reflect the views of Physiolutions. The fact that we permit Submissions on our Site does not warrant the validity, reliability, accuracy, timeliness, or legality of that Content. IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS SECTION, PLEASE DO NOT SHARE, SUBMIT OR POST ANY SUBMISSION ON OR THROUGH THE SITE.

11. Responsible Use of Our Site.

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “Communication Services”). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. Further, you agree that Your Use of the Site is solely for private and personal purposes. You further warrant and represent that you will not engage in any of the following activities, some of which may also expose you to civil and/or criminal liability:

Submissions, Communications and Posts.

You agree not to post any sweepstakes, contests, or lotteries, or any Submissions otherwise related to gambling;

You agree not to post any Submissions that falsely express or imply endorsement by us;

You agree not to post any Submissions of a commercial nature (including advertising, promotional materials, spam, junk mail, pyramid schemes, or any other form of unauthorized solicitation), including but not limited to: (i) offering to third parties a service of your own; (ii) reselling, or offering to rent or lease the Site; and/or (iii) offering the Site to the public via communication or integrate it within a service of your own, without our prior written consent;

You agree not to post Submissions that: (i) are unlawful, violent, inflammatory, intimidating, harmful, harassing, stalking, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, hateful, discriminatory, or otherwise infringes on our or any third party's intellectual property or other rights, including privacy rights; (ii) are derogatory or harmful to our reputation; (iii) are harmful to children in any manner; (iv) discriminate against any individual; (v) personally identify any other person without obtaining such person's express advance written consent to the disclosure of his or her personal information; and/or (vi) encourage criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit;

You agree not to use an inappropriate username or screen name.

No False Information.

You agree not to submit or use false or misleading information, impersonate any person or entity, or misrepresent your affiliation with any other person or entity, whether actual or fictitious, including anyone from the Site or any person or entity otherwise affiliated with us;

You agree not to mislead, defraud or trick us or any user for any purpose, including to learn sensitive information about any user or his/her/its account(s), including usernames, passwords and/or other information, including personally identifiable information.

You give us permission to obtain, verify, and record information that identifies you as an authorized user of the Site. We may ask for information, such as name, email address, and other information, that will allow us to identify you as an authorized user or verify your authority to act on behalf of another user. We may ask to see your driver's license or other identifying documents. We may, at our discretion, decline to offer the Services or otherwise respond to a request for any reason, including in the event that we are unable to verify your identity or authority.

Unauthorized Access and Use of the Site.

You agree not to exceed your authorized access to any portion of the Site;
You agree not to use the Site or and/or Services in any manner that could interrupt, restrict, inhibit, damage, disable, overburden or impair the Site or interfere with any other user's use and enjoyment of the Site, including, but not limited to, sending chain letters, pyramid schemes, spam, mass unsolicited messages, or "flooding" servers;

You agree not attempt to (or encourage or support anyone else's attempt to) hack, circumvent, reverse-engineer, decrypt, attack, copy, modify, adapt, disassemble, decompile, translate or alter the Site (or any database or server connected to the Site), or

obtain or attempt to gain unauthorized access to our Site, our computer systems, source code or structure, sequence, or organization of our Site;

You agree not to interfere or attempt to interfere with the proper working of or activities conducted on the Site, or bypass any measures we may use to prevent or restrict access to the Site;

You agree not to use the Site to violate the security of any computer network or transfer or store illegal material;

You agree to not transmit, disseminate, post or use any spam, malware, viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms, or other objectionable materials, or any other malicious or invasive code, files or programs or upload or transmit (or attempt to do so) any material that acts as a passive or active information collection or transmission mechanism, including but not limited to, clear graphics interchange formats, pixels, web bugs, cookies and/or similar devices;

Other than as the result of standard search engine or Internet browser usage, you agree not to use or launch, develop or distribute any automated system, including, but not limited to, any spider, robot, bot, cheat utility, scraper or off-line reader that accesses our Site, or use or launch any unauthorized script or other software;

You agree not to remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices contained in or on the Site or any of its Content or any of our code embedded in or embeddable on our Site or on a third party website;

You agree not to use the Site in violation of the intellectual property (including but not limited to copyright and trademark), contractual, personal, or other proprietary or legal rights or our rights or those of any third party;

You agree not to obscure, cover, or attempt to change any notice, banner, advertisement or other branding on our website or any materials disseminated in digital, print, audio, video or other formats.

Rights of Others.

You agree not to engage in spamming, flooding, harvesting of email addresses or other personal information, spidering, "screen scraping," "database scraping," or any other activity whose purpose is to obtain lists of users, their personally identifiable information or any other information we maintain about Site visitors;

You agree not to collect, use, seek to use or store personal data about anyone or personally identifiable information of any user or any individual associated with us in any manner, not approved in writing in advance by that individual; and

You agree not to violate any of these Terms, our Privacy Policy or any local, state, provincial, federal, national or international law, rule or regulation or any rules of conduct posted with respect to any individual feature of our Site or that of any third party to whose site we link.

Additional Obligations.

If you are participating in any live or virtual course that requires lab participation, you acknowledge and agree to promoting the highest level of safety to yourself and others.

The foregoing examples of unlawful activity are made solely for illustrative purposes and do not constitute an exhaustive list of restricted or prohibited activities.

We may delete any Submissions and/or terminate your access to the Site, our Content, and/or our Services if you or your Submissions violate these Terms or our Privacy Policy, or you engage in a commission or omission that may be harmful to our Site, our Users or us.

The provisions of this clause are made in addition to any rights afforded to us by any law.

12. Accounts Services.

a. Creating An Account.

You must create an account in order to access and use the Site. To do so, you must provide a valid email address and other required information. By creating an account, you agree to receive notices from Physiolutions via email and through the Site. If you are a parent or legal guardian of a minor granting your child permission to use the Services through your account, you agree and understand that you are responsible for monitoring and supervising your child's usage. If you believe your child is using your account and does not have your permission, please contact us immediately at techsupport@physiolutions.com so that we can disable access to the Site.

You may not access the Platform or Services if (a) you do not agree to these Terms; (b) you have previously been suspended or removed from using the Platform and Services; (c) the laws of the country in which you reside prohibit use of the Platform and Services in accordance with these Terms; or (d) your use of the Platform and Services breaches any other agreement to which you are a party.

a. You Are Responsible For Your Account Maintenance and Confidentiality.

You may access some portions of the Site without registering. However, there is Content on this Site which is available only if you create an account. When any of the Services on the Site require you to open an account (“Account”) or otherwise provide user or registration information, including username and password (“User Information”), you must complete the registration process by providing us with complete, truthful and accurate information. When you create an Account, you alone are responsible for maintaining the strict confidentiality of any username and password relied upon to gain access to your Account, and for the use by you and any other person or entity that accesses our Site by use of your User Information, whether or not that access was authorized by you. You must notify Physiolutions immediately of any suspected or actual unauthorized use of your Account or your User Information, and of any and all other security breaches. You grant Physiolutions, and to all other persons and entities involved in the maintenance and operation of the Site the right to use, store, monitor, retrieve and transmit your User Information in connection with maintaining and operating the Site.

b. Normal Carrier Rates Apply.

If you use the Site over any cellular/mobile devices, you hereby acknowledge that your carrier’s normal rates and fees, such as excess broadband fees, will apply.

c. Streaming and Payment Options.

Physiolutions may offer free trials, discounts, rental, subscription, and purchase streaming and payment options through the Site.

Physiolutions may offer free trials or discounted subscriptions. When a free trial period ends, the paid subscription begins (unless you have cancelled) and you must pay the full monthly or annual fee. If Physiolutions provides a discount for the first subscription period, you must pay the discounted fee; in any renewal, you must pay the full fee. If Physiolutions offers a free trial period, your payment method will be charged at the end of the free-trial period unless you cancel before the end of that period.

Rentals allow unlimited streaming of Physiolutions’ content on the Site, or as stated at the time of rental, for a set rental period, and upon payment of the rental fee.

Subscriptions allow unlimited streaming of Physiolutions’ content on the Site for the duration of the subscription period, upon and subject to payment of recurring subscription fees. **To the extent permitted by applicable law, subscriptions automatically renew for the subscription period until you cancel. Unless you specify to cancel before your next billing cycle, your payment method will be charged at the beginning of each subscription period. To pause or cancel a subscription, visit your account page, or**

refer to section “d” below on cancelling your account. Your changes will be applied to your next subscription period.

Purchases allow unlimited streaming of Physiolutions’ content on the Site as stated at time of purchase, and in some cases, allows you to download the content, upon payment of the purchase fee. Physiolutions reserves the right to add, remove, or restrict content on the Site and change the streaming and payment options on their content at any time. To make a purchase, you must provide a valid payment method. We may apply taxes, including VAT (value-added tax), to any charges. Prices and other terms of purchase are subject to change. If Physiolutions provides you access to any content on a free basis, such access will be deemed a “purchase” for the purpose of this Agreement.

ALL RENTALS, SUBSCRIPTIONS, AND PURCHASES, INCLUDING ALL PROCESSED RECURRING FEES, ARE FINAL AND NON-REFUNDABLE.

d. Cancelling Your Account/Account Termination.

You have the right to cancel your Account at any time. To cancel, please log in to your account, and click “Account,” then click on “Billing & Subscription.” You will then be prompted to choose if you would like to pause or cancel your subscription. You must click and save your choice, which will take effect at the end of the current billing cycle. If you have additional questions, please email techsupport@physiolutions.com with your question or request to temporarily pause or fully cancel your account.

Physiolutions reserves the right to modify, suspend, and terminate any Account and/or to refuse to provide its Services to a user or allow access to our Site, in our sole discretion, without prior notice, at any time and for any or no reason and without any liability to you, including but not limited to any of the following reasons: (a) breach or violation of these Terms; (b) upon request by law enforcement; (c) due to unforeseeable technical or security issues or problems; (d) for extended periods of inactivity; or (e) for fraudulent, deceptive, or illegal activity, or other activity which we believe is harmful to our Site and/or business interests.

Upon termination of your access to or ability to use our Site, including but not limited to suspension of your Account, your right to use or access any Service and/or any Content will immediately cease. You agree that termination, limitation of access and/or suspension shall be made in our sole discretion and that we shall not be liable to you or any third party for the termination, limitation of access, and/or suspension of your Account.

On termination of your Account or upon your deletion of any particular Service or Content, you acknowledge and agree that: (a) caching of, copies of, or references to the Content may not be immediately removed; and (b) such removed Content may persist in

backups (not available to others) for reasonable periods of time. You agree to release and indemnify us from all claims related to the retention of deleted Content.

e. No Sharing Account Information.

You agree that you will not share your username and password with others. Excessive usage of the Site may be assumed by Physiolutions as potentially fraudulent use of the site, and such accounts will be immediately investigated and may be cancelled immediately without eligibility for a refund.

f. Reactivation.

If you voluntarily terminate your Account or allow your Account to lapse, you may reactivate it through the Account interface on the Site.

13. Fees for Features, Refund Policy.

Some of the Content on Our Site may require users to pay a fee, the details of which are available in various areas of the Site. You agree to pay all fees and applicable taxes incurred by you or anyone using your Account or your User Information. We may, at any time, and without notice, revise the pricing for Services, products, or features offered through the Site. Unless otherwise noted, all currency references are in U.S. dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. If there is a dispute regarding payment of fees to, or products or Services provided by Physiolutions, your Account may be closed and your User Information may be disabled without warning or notice at our sole discretion. Physiolutions may, from time to time, modify, amend, or supplement our fees and fee-billing methods, and such changes shall be effective immediately upon posting in these Terms or elsewhere on the Site.

YOU ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES AND OTHER CHARGES FOR FEE-BASED PRODUCTS, SERVICES OR FEATURES ARE ONLY REFUNDABLE (IN WHOLE OR IN PART) AT THE SOLE DISCRETION OF PHYSIOLUTIONS. REFUNDS FOR EDUCATION, PRODUCTS OR MATERIALS ASSOCIATED WITH SSOL-SCHROTH OR OTHER COURSES PROVIDED THROUGH PHYSIOLUTIONS (SUCH AS PRACTICAL PART 1, AND PRACTICAL PART 2) REQUIRE YOU TO FOLLOW THE GUIDELINES AND POLICIES SET FORTH FROM SCOLIOSIS AND SPINE ONLINE LEARNING OR OTHER PROGRAMS.

14. Apps and Third Party Services.

When you use our Apps, such as our proprietary white-label web application, Clarity, you may grant certain permissions to use your device. When you use our Site, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third-party services may be subject to the separate policies, terms of use, and fees of these third parties. If you are purchasing Clarity for professional use, please refer to those documents for specific details on use.

15. Third Party Websites

The Site contains links to websites of third parties and advertisements of third-party products and services. Using such links takes you out of the Physiolutions Site. Other third parties and their websites are not under our control. We do not examine or evaluate these websites and we are not responsible for their content or operation. By providing links to these websites, we do not approve, warrant or endorse, or otherwise make any representation about them or their owners or operators, and do not assume any related responsibility or liability. You should exercise your own judgment in evaluating and using these websites. When you link to these websites, you become subject to their terms and conditions of use and privacy policies and should review them carefully before entering any such websites. We do not endorse these websites and our Terms and Privacy Policy do not apply to them.

You expressly release Physiolutions, its owners, managers, and employees, from any and all liability arising from your use of any third-party website, service, product, or content. Your dealings with or participation in promotions of advertisers found on third-party websites, including payment for or delivery of goods, and any other terms, including, but not limited to warranties, are solely between you and those advertisers. You specifically agree that Physiolutions is not responsible for any loss or damage of any sort resulting or arising from your dealings with those third party websites and/or their advertisers.

16. Disclaimers/No Warranties

Physiolutions administers, controls and operates the Site from our main office in Palm Beach County, in Florida, United States (US). The Site is accessible world-wide. However, some of its features or functions may not be available or appropriate for use outside of the US and/or may not be available to all persons or in all geographic locations. We make no representation that the Site or our Content and Services are appropriate or authorized for use in all countries, states, provinces, counties, localities or any other jurisdictions. Physiolutions does not represent that the Site is governed by or operated in accordance with the laws of other nations. Your Use of the Site may not be legal in your jurisdiction. Therefore, Your Use of the Site is on your own initiative and at your own risk, and you are responsible for compliance with all applicable laws if, and to the full extent that, such laws and restrictions are applicable. Physiolutions reserves the right to limit, in its sole discretion, the provision of any feature or function of the Site to any person and/or geographic area. Any offer for any feature or function made on the Site is void where prohibited. The Site provides information of a general nature only. You are responsible for

determining whether it applies to your specific situation. Physiolutions specifically disclaims any liability concerning any action that any individual may take based on any information or guidance provided at the Site.

AS A USER, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SITE IS TO TERMINATE YOUR ACCOUNT AND DISCONTINUE ALL USE OF THE SITE.

17. Limitation of Liability.

ADVICE RECEIVED VIA THE SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. EXCEPT AS SET OUT BELOW, UNDER NO CIRCUMSTANCES, INCLUDING ANY BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ARISING UNDER ANY OTHER LEGAL OR EQUITABLE THEORY WILL PHYSIOLUTIONS, WHICH BY DEFINITION INCLUDES ITS OWNERS, MANAGERS, EMPLOYEES, AND CONTRACTORS, BE LIABLE FOR ANY DIRECT, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE (INCLUDING, WITHOUT LIMITATION, USE OF OR RELIANCE ON INFORMATION AVAILABLE ON OR IN THE SITE OR OTHERWISE RELIED ON OR USED BY US IN DELIVERING THE SITE, AND/OR ANY INTERRUPTIONS, ERRORS, DEFECTS, MISTAKES, OMISSIONS, DELETIONS OF FILES, DELAYS IN OPERATION OR TRANSMISSION, NONDELIVERY OF INFORMATION, DISCLOSURE OF COMMUNICATIONS, AND/OR ANY OTHER FAILURE OF PERFORMANCE), OR FOR ANY CONTENT, INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED OR ACCESSED THROUGH THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY AGREEING TO AND ACCEPTING THESE TERMS, YOU HEREBY IRREVOCABLY RELEASE PHYSIOLUTIONS FROM LIABILITY OF ANY KIND, AND FOR ANY CONSEQUENCE(S) ARISING FROM THE USE OF THE SITE. THIS INVOLVES ANY AND ALL LOSSES, INCLUDING BUT NOT LIMITED TO, MEDICAL EXPENSES, PROPERTY DAMAGE, LOSS OF PROFIT, DAMAGE TO REPUTATION, FEES, ACTUAL ATTORNEYS' FEES AND COSTS, EXPENSES OR ANY DAMAGE, WHETHER DIRECT OR INDIRECT, WHETHER FINANCIAL OR NON-FINANCIAL.

IN NO EVENT SHALL PHYSIOLUTIONS BE LIABLE FOR ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY PHYSIOLUTIONS ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE (INCLUDING ANY USER SUBMISSIONS). IN NO EVENT SHALL THE TOTAL LIABILITY OF PHYSIOLUTIONS TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED, IN THE AGGREGATE (i) THE AMOUNT, IF ANY, PAID BY YOU TO US FOR YOUR USE OF THE

SITE OR FOR ANY OF YOUR ACTIVITIES IN CONNECTION WITH THE SITE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING YOUR CLAIM, OR (ii) THE SUM OF ONE HUNDRED U.S. DOLLARS (\$100.00 USD), WHICHEVER IS GREATER. YOU USE THE SITE AT YOUR SOLE RISK. THE SITE, INCLUDING ALL CONTENT, SOFTWARE, WEBSITE, FUNCTIONS AND MATERIALS, IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES WITH RESPECT TO ANY UPTIME OR UNINTERRUPTED ACCESS, THE AVAILABILITY, ACCURACY OR USEFULNESS OF ANY OR ALL SITE CONTENT, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FEATURES, QUALITY, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY. WE DO NOT WARRANT THE SITE OR ITS CONTENTS AND/OR SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, OR OPERATED FREE OF DELAYS IN TRANSMISSION, FAILURE IN PERFORMANCE, COMPUTER VIRUSES, INACCURACIES, ERRORS OR DEFECTS. YOU USE THE SITE AT YOUR OWN RISK. WE ALSO ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE, FOR ANY DAMAGES TO OR VIRUS(ES) THAT MAY INFECT YOUR COMPUTER EQUIPMENT, CELLULAR/MOBILE PHONE OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, BROWSING, OR USE OF THE SITE. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING SUFFICIENT SAFEGUARD PROCEDURES AND VIRUS CHECKS (INCLUDING ANTI-VIRUS, REGULAR SYSTEM UPGRADES AND OTHER SECURITY CHECKS AND MEASURES) TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR THE ACCURACY AND SECURITY OF DATA INPUT AND OUTPUT. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. PHYSIOLUTIONS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. Some states or jurisdictions do not allow the exclusion or limitation of consequential or incidental damages and, in such states or jurisdictions, our liability shall be limited to the fullest extent permitted by law.

TO THE EXTENT ALLOWED BY LAW, PHYSIOLUTIONS SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF THE FOLLOWING:

DELAYING, REJECTING, OR REMOVING ANY OR ALL CONTENT AT ANY TIME FOR ANY OR NO REASON WHATSOEVER WITH OR WITHOUT NOTICE TO YOU;

MODIFYING OR DISCONTINUING TEMPORARILY OR PERMANENTLY, THE SITE (OR ANY PART THEREOF) WITH OR WITHOUT NOTICE TO YOU FOR ANY OR NO REASON WHATSOEVER;

IMMEDIATELY TERMINATING YOUR ACCESS TO THE SITE FOR ANY OR NO REASON WHATSOEVER AND WITH OR WITHOUT NOTICE TO YOU;

THE ACCURACY, USEFULNESS, OR AVAILABILITY OF ANY INFORMATION POSTED TO OR THROUGH THE SITE; OR

ANY LOSS OR DAMAGE OF ANY SORT INCURRED BY YOU AS A RESULT OF INTERACTIONS YOU HAVE WITH THIRD PARTIES FOUND ON OR THROUGH THE SITE.

IN NO EVENT SHALL PHYSIOLUTIONS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, STATUTORY, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFIT, LOSS OF GOODWILL, INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER FINANCIAL LOSS) IN ASSOCIATION WITH ANY CLAIM, OR ANY LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING RELATING TO OR ARISING UNDER OR OUT OF THESE TERMS, EVEN IF PHYSIOLUTIONS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS FOUNDED UPON CONTRACT, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, TORT, NEGLIGENCE OR OTHER GROUNDS. YOU AGREE NOT TO FILE ANY LAWSUIT OR PROCEEDING INCONSISTENT WITH THE FOREGOING LIABILITY LIMITATIONS.

18. Procedure For Making Claims of Copyright Infringement.

We respect the intellectual property rights of others and require our users to do the same. In compliance with the Digital Millennium Copyright Act (“DMCA”), we have adopted a policy to enable, at Physiolutions’ sole discretion, the expeditious removal of infringing material and the termination of repeat infringers’ accounts. If you have a good faith belief that your copyright is being infringed by any Content accessible on or through the Site, please send a notice of claimed infringement, including the information listed below, to our Designated Copyright Agent by email to: privacy@physiolutions.com.

To be effective, the notice of claimed infringement must include the following required contents:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity that is to be removed, or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material (providing specific URLs is the best way to help us locate the Content quickly);

Information reasonably sufficient to permit Physiolutions to contact the complaining party, such as the address, telephone, and/or an email address at which the complaining party may be contacted;

A statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that information provided in this legal notice may be forwarded to the person who provided the allegedly infringing Content. If you believe that your rights, or the rights of a third party, are being violated in any way by any Content accessible on or through the Site, please contact us at privacy@physiolutions.com. Where and when appropriate, we will always work to prevent unlawful activity from taking place on or through the Site.

19. Indemnity.

You agree to defend, indemnify and hold harmless Physiolutions, as defined above, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to actual attorney's fees and costs) arising from: (i) Your Use of and access to the Site (including in-person courses, classes, and consults), including any data or Content transmitted, submitted, viewed, or received by you; (ii) your violation of any provision of these Terms and/or our Privacy Policy, including your breach of any of the representations and/or warranties contained in these Terms; (iii) your violation of any third party right, including any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your Content or any that is submitted via your Account; and/or (vi) any other party's access and use of the Site and any of the Site's Services and/or Content with your unique username, password or other appropriate security code. You hereby agree that Physiolutions shall have the sole right and obligation to control the legal defense against any such claims, demands, or litigation, including the right to select counsel of our choice and to compromise or settle any such claims, demands, or litigation.

20. Released Parties.

To the fullest extent permitted by law, you release Physiolutions, as collectively defined above, from any and all responsibility, liability, claims, demands, and/or damages (direct, indirect, incidental, punitive, statutory, exemplary, special or consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the following: (i) disputes between users, including those between you and other users and non-users; (ii) third-party sites and services, including Content found on such sites and services; (iii) disputes concerning any use of or action taken using your Account by you or a third party; (iv) claims relating to the unauthorized access to any data communications or Content stored under or relating to your Account, including unauthorized use or alteration of such communications or your Content. You also waive California Civil Code § 1542 which says:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

You also waive any and all benefits and rights that would otherwise accrue to you by reason of the provisions of any federal or state statute or principle of common law of any state of the United States, or any political entity or nation, province or local law or regulation that may govern this release, which statute, regulation, law or principle provides in substance something similar to California Civil Code § 1542. You agree not to file any action or lawsuit inconsistent with the foregoing release.

21. ARBITRATION.

Except as stated below, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) before a single arbitrator in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration will take place in Miami at the office of the AAA or in Fort Lauderdale as decided by Physiolutions. The parties may appear by video conference (e.g., Zoom) if permitted by the AAA rules. The arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. Notwithstanding the foregoing, (i) claims for injunctive relief must be brought in the courts of Fort Lauderdale, Florida, and (ii) Physiolutions’ claims for payments due may at its election be brought against you in either arbitration or small claims court. Judgment on the award may be enforced in any court of competent jurisdiction.

Pre-Filing Mediation: In the event of a dispute, prior to initiating arbitration before the AAA, the party asserting the claim must first send to the other a written Notice of Claim (“Notice”). If you

are the claimant, the Notice must be emailed to privacy@physiolutions.com. If we are the claimant, the Notice will be sent to the email address we have on file for you in your Account. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. Following receipt of the Notice, each party agrees to negotiate with the other in good faith about the claim. If the claim is not resolved to the satisfaction of the claimant within sixty (60) days after Notice is provided, the claimant may pursue the claim in arbitration before the AAA. This arbitration provision shall survive termination of these Terms.

YOU AGREE THAT, BY AGREEING TO THESE TERMS, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT, AND THAT YOU AND PHYSIOLUTIONS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Class Waiver: YOU AND PHYSIOLUTIONS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

21. MISCELLANEOUS.

a. Modifications to these Terms and Other Policies/Guidelines. Physiolutions reserves the right to modify these Terms and/or any other guidelines or policies affecting the Site at any time, and may do so from time to time. Such revisions will become effective upon the earlier of: (i) posting of the revisions to the Site, or (ii) distribution of the revisions by any written contact method we have with you, including by email. For this reason, please visit this page on a regular basis and check the “Last Updated” date at the top of these Terms to ensure you are familiar with the most recent version of these Terms. Your Use of the Site after the effective date of the revisions signifies your acceptance of any such revisions. If you do not agree, you must stop using the Site immediately.

b. Modifications to Site Features, Design, User Interface, etc. We may, either partially or in its entirety and without being obligated to provide prior notice, modify, adapt or change the Site and/or any of its Services, features, the user interface and design, the extent and availability of the Content in or on the Site and any other aspect related to the Site. You will have no claim, complaint or demand against us for applying such changes or for failures incidental to such changes.

c. Statute of Limitations. You and Physiolutions agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to our Site, or our Content and/or Services, Terms and/or Privacy Policy must be filed within one (1) year after such claim or cause of action arose or be forever barred.

d. Assignment. You agree that Physiolutions may assign any of our rights, and/or transfer, sub-contract or delegate any of our obligations under these Terms, and the assignment of any such rights, benefits or obligations will be binding upon and inure to the benefit of our successors and assigns. Your agreement to these Terms is personal to you as an individual, and so you may not transfer or assign your rights and obligations under this Agreement to any third party without our prior written consent.

e. No Third-Party Beneficiaries. Except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to this agreement. For the purpose of clarity, Physiolutions, as defined above, shall include all parties and affiliates parties stated herein and are intended to be and are considered third-party beneficiaries of these Terms and our Privacy Policy.

f. Termination. Physiolutions may terminate these Terms for any or no reason at any time by notifying you through a notice on the Site, by email, or by any other method of communication. Any such termination will be without prejudice to our rights, remedies, claims, or defenses hereunder. Upon termination, students, participants, users will no longer have a right to access his/her/their Account or Submissions. Physiolutions will not have any obligation to assist students, participants, or Site users in migrating their data or their Submissions and Physiolutions may not keep any backup of any of such Submissions. Physiolutions will not be responsible for deleting your Submissions. All provisions of this Agreement that by their nature shall survive termination shall indeed survive termination, including but not limited to: “Our Intellectual Property Rights,” “Your Permission to Use Our Site,” “Disclaimers/Warranties,” “Limitation of Liability,” “Indemnity,” “Released Parties,” and “Arbitration.” Termination of your access to and use of our Site shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to us or any third party.

g. Export Control. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

h. Jurisdiction. If any court of competent jurisdiction finds the arbitration and/or class action waiver provisions in these Terms invalid or inapplicable, you irrevocably submit to the exclusive jurisdiction of, and venue in, the state and federal courts in Fort Lauderdale, Florida, and the related appellate courts, in any related action or proceeding and agree to not raise any claims as to Fort Lauderdale, Florida being an inconvenient forum.

i. Governing Laws. You agree the laws of the United States of America and the laws of the State of Florida, without regard to any principles of conflicts of laws, will govern these Terms, Your Use of the Site, and all matters relating to your access to, and/or use of, the Site, including all disputes between you and us. You also agree that: (i) the Site shall be deemed solely

based in Florida; and (ii) the Site shall be a passive site that does not give rise to personal jurisdiction over us, either specific or general, in any jurisdiction other than Florida.

j. Waiver. Any failure on Physiolutions' part to enforce any rights or provisions of these Terms shall not be deemed a waiver or relinquishment of such rights or provisions. Any waiver of any right or provision of these Terms must be in writing.

k. Severability. If any part of these Terms is determined to be invalid or unenforceable under applicable law, including the warranty disclaimers and liability limitations stated elsewhere herein, then the invalid or unenforceable provision(s) will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in full effect.

l. Entire Agreement. These Terms shall be deemed to include all other notices, policies, disclaimers and other terms and conditions contained in the Site, including our Privacy Policy; provided, however, these Terms shall prevail in the event of a conflict with any such other documents. Any rights not expressly granted in these Terms are reserved to us. These Terms and our Privacy Policy together constitute the entire agreement between you and us and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Physiolutions, with respect to Your Use of the Site, our Services and our Content.

m. Electronic Record-keeping. A printed version of these Terms and our Privacy Policy and of any notice given in electronic form shall be admissible in any and all judicial or administrative proceedings based upon or relating to these Terms and/or our Privacy Policy to the same extent as other business documents and records originally generated and maintained in printed form. In the event of an inconsistency between these Terms and the synopsis of terms, if any, presented to users during software installation, these Terms shall prevail.

n. Drafter. No party, nor any of the parties' attorneys, shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between the parties.

o. Headings. The headings in these Terms are for convenience only and have no legal or contractual effect.

p. Terms. "Include," "Includes," "Including," "include," "includes," and "including" herein mean including without limitation.

q. No Partnership/Relationship/Joint Venture. These Terms and Your Use of the Site, including your Submissions, do not, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and/or of any kind between the parties hereto. Your Use of the Site is intended for your

personal enjoyment and benefit, and the provision of the Site to you (subject to your compliance with these Terms and Our Privacy Policy) constitutes the sole and sufficient consideration that you are entitled to receive for any Submissions or other contributions you have made to us and our products and Services.

r. Agreement in English. It is the express wish of the parties that this agreement and any and all related documents be stated in English. To the extent any agreement or other document is prepared in a language other than English, and there results a conflict between the English version and the version in the other language, the English version shall govern.

s. Questions. If you have any questions about these Terms or the Site, please contact us at privacy@physiolutions.com. We will make our best efforts to address your inquiry promptly.

WAIVER OF LIABILITY

In consideration of the services of Physiolutions, LLC, including, but not limited to its agents, owners, officers, volunteers, participants, employees, affiliates, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "Physiolutions"), I HEREBY ACKNOWLEDGE AND AGREE TO IRREVOCABLY RELEASE AND WAIVE, INDEMNIFY, AND DISCHARGE PHYSIOLUTIONS, LLC OF ANY AND ALL PAST, PRESENT, OR FUTURE CLAIMS ON BEHALF OF MYSELF, MY CHILDREN, MY PARENTS, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES/AGENTS, AND ESTATE AS FOLLOWS:

1. I ACKNOWLEDGE that I understand that yoga, yoga therapy, pilates, and physiotherapy (hereinafter collectively referred to as "Services") include physical movements, as well as an opportunity for muscular strengthening, relaxation, stress re-education, and relief of muscular tension. As is the case with any physical activity, THE RISK OF INJURY TO ME OR TO THIRD PARTIES, EVEN SERIOUS OR DISABLING, IS ALWAYS PRESENT AND CANNOT BE ENTIRELY ELIMINATED. If I experience any pain or discomfort, I will listen to my body, adjust the posture, or discontinue the posture or remainder of class, and, if necessary and available, ask for support from the teacher or staff. I will continue to breathe smoothly. I UNDERSTAND IT IS MY RESPONSIBILITY TO KEEP MYSELF HYDRATED AND PRACTICE IN A MANNER THAT RESPECTS THE SAFETY AND INTEGRITY OF MY BODY AND MIND; THIS INCLUDES BEING PROPERLY PREPARED, RESTED, FOCUSED AND ENSURING A DISTRACTION-FREE ENVIRONMENT TO OPTIMIZE FOCUS ON SAFE FORM AND INSTRUCTIONS GIVEN DURING THE CLASS/COURSE.

2. I further acknowledge and agree that Services is not a substitute for medical attention, examination, diagnosis or treatment. Services is not recommended and is not safe under certain medical conditions. I affirm that I alone am responsible to decide whether to practice Services. I

HEREBY AGREE TO IRREVOCABLY RELEASE AND WAIVE ANY AND ALL CLAIMS THAT I HAVE NOW OR HEREAFTER MAY HAVE AGAINST PHYSIOLUTIONS, LLC.

3. I expressly acknowledge, agree, and promise to accept and assume all of the risks existing in this activity. My participation in Services is purely voluntary, and I elect to participate in spite of the risks, known or unknown.

4. I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS PHYSIOLUTIONS, LLC FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, which are in any way connected with my participation in Services or my use of PHYSIOLUTIONS' equipment or facilities, including any such claims which allege negligent acts or omissions of PHYSIOLUTIONS, LLC.

5. Should PHYSIOLUTIONS or anyone acting on its behalf be required to incur attorney's fees and other costs to enforce this agreement, I AGREE TO INDEMNIFY AND HOLD PHYSIOLUTIONS, LLC HARMLESS FOR ALL SUCH FEES AND COSTS.

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I FURTHER CERTIFY THAT I HAVE NO MEDICAL OR PHYSICAL CONDITIONS WHICH COULD INTERFERE WITH MY SAFETY IN Services, OR ELSE I AM WILLING TO ASSUME—AND BEAR THE COSTS OF—ALL RISKS THAT MAY BE CREATED, DIRECTLY OR INDIRECTLY, BY ANY SUCH CONDITION.

7. I FURTHER ACKNOWLEDGE AND AGREE that Physiolutions, LLC may, in its sole discretion, bar my participation in its classes in order to prevent injury or inconvenience to myself and others.

8. In the event that I file a lawsuit against Physiolutions, LLC, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

9. Photo Release: At times portions of our classes and events may be filmed, photographed, and/or recorded. By signing here, you consent to the possible reproduction of your likeness and/or voice, as well as the likeness/voice of any person representing our products and/or services, and you waive any claims in connection therewith.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this NEW STUDENT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, I acknowledge that if anyone is injured or property is damaged during my participation in online classes with Physiolutions, LLC, I may be found by a court of law to have waived my right to maintain a lawsuit against

Physiolutions, LLC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document.

I FURTHER ACKNOWLEDGE I HAVE READ AND UNDERSTOOD THIS NEW STUDENT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND I AGREE TO BE BOUND BY ITS TERMS.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

I attest that I am over 18 years of age. I attest that if I am under 18 years of age, I am at least 13 years of age or older, and present with a parent or legal guardian at the time of course/account registration with permission to subscribe to and participate in online and/or in person offerings from Physiolutions, and that my parents or guardians have had the opportunity to read this entire document.

In consideration of Minors being permitted by Physiolutions, LLC to participate in its activities and to use its equipment and facilities, I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS PHYSIOLUTIONS, LLC FROM ANY AND ALL CLAIMS WHICH ARE BROUGHT BY, OR ON BEHALF OF MINOR, AND WHICH ARE IN ANY WAY CONNECTED WITH SUCH USE OR PARTICIPATION BY MINOR.

I FURTHER ACKNOWLEDGE AND AGREE that Physiolutions, LLC may, in its sole discretion, bar minor's participation in Services or require minor's removal from its site and/or facilities in order to prevent injury or inconvenience to minor and others.