

# WEBSITE PRIVACY POLICY

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**If you have concerns about any medical condition, diagnosis, or treatment, please contact your healthcare provider or schedule an appointment with us.**

We are committed to protecting the privacy of visitors to our website (“Website”). Integrated Movement Physical Therapy PLLC (“Integrated Movement Physical Therapy,” “us,” “our,” or “we”) owns and manages this Website. This Privacy Policy, along with our Terms & Conditions, explains how we gather and use your information as it relates to your activities on this Website.

If you use this Website, you consent to our collection, use, and disclosure of your information as described in this Privacy Policy. We may change this policy without notice, and your use signifies that you agree to be bound by any changes.

## **1. How we collect information about you.**

### *A. We may collect technical information.*

Our Website’s server and management system or other linked websites routinely collect information about the origin and site navigation of visitors to this Website. This data might include technical information (e.g., your processor type, processor speed, operating system type, browser type, audio devices, modem devices, video cards, page views, and protocol address). Collected technical information is not linked to any of your personal identifying information. Integrated Movement Physical Therapy may use this information to manage or modify this Website.

### *B. We may collect personal information.*

Integrated Movement Physical Therapy only collects personally identifiable information if you expressly provide it to us. This information includes, but is not limited to, your name, email address, postal address, phone number, any other unique identifier we use, credit card information, tracking data for website analytics, and tracking data for advertising.

### *C. We may use cookies.*

We may use cookies to collect anonymized information about how our visitors use this Website. This allows us to improve the Website and personalize your visit experience. Cookies are small data text files that are sent from a server computer to your computer during a web browsing session. The cookies are typically stored on your computer’s hard drive, and websites use them to simulate a continuous connection to that site and to allow a computer to automatically identify your browser when you visit the website. Some browsers automatically accept cookies, but you may be able to prevent cookies by changing your browser’s settings.

If you disable cookies, it may impair your ability to use some features of this Website. Please visit [www.allaboutcookies.org](http://www.allaboutcookies.org) if you want to learn more about cookies.

## **2. How we use your information.**

*A. We may use personally identifiable information.*

Integrated Movement Physical Therapy may use personally identifiable information that you share with us as follows. We may use it: (1) if you elect to receive information about Integrated Movement Physical Therapy's programs, items, or services, to provide you with such information, including for our own marketing and promotional materials; (2) to improve this Website; and (3) to create a non-personal summary or aggregate data for business analysis, market analysis, communications management, research, planning, and other lawful purposes. We will never sell or lease your information.

*B. You may opt out of communications with us.*

If you no longer wish to receive our marketing or promotional communications, please contact us with your request. We will respect your wish to opt out of communications.

## **3. Do not provide us with your Protected Health Information (“PHI”).**

*A. We take confidentiality and privacy seriously.*

Our Privacy Policy details how Integrated Movement Physical Therapy approaches the confidentiality of its visitors and clients. We take our responsibility to protect the privacy of your information seriously. However, because this Website is not intended to transmit or store protected health information (“PHI”), Integrated Movement Physical Therapy's activities as they relate to this Website may not comply with the Health Insurance Portability and Accountability Act (“HIPAA”). The protections extended to our practice's records and data are not necessarily extended to non-PHI-related information shared or transmitted on this Website unless expressly stated otherwise.

*B. We have no affirmative duty to monitor the information that you provide.*

Other than as necessary to schedule an appointment or submit an inquiry through any HIPAA-compliant third-party vendor's portal, it is important that you not use, provide, transmit, store, or disclose any PHI through our Website. We have no affirmative duty to monitor the sensitivity or type of the data that you might provide, transmit, store, or disclose while using this Website. If we have actual knowledge that you are using, providing, transmitting, storing, or disclosing PHI through our Website, we may revoke your access to the Website and its Content.

*C. You indemnify us against damages from your sharing of PHI.*

If you use, provide, transmit, store, or disclose PHI in connection with this Website or the Content (in violation of this Privacy Policy and our Terms & Conditions), you agree to indemnify Integrated Movement Physical Therapy 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.

**4. This Website does not knowingly collect information about children under the age of 18.**

We do not knowingly collect personally identifiable information from any person we know to be under eighteen. If we inadvertently come to possess personally identifiable information about a child under the age of eighteen, we will not knowingly disclose that information to any third party.

**5. Security of Third-Party Websites.**

*A. Third-party website links.*

Integrated Movement Physical Therapy may provide links on this Website to unaffiliated third-party websites. Such websites include but are not limited to those for social media, podcasts, sharing reviews, sharing information through articles, blogs, or videos, and billing purposes. If you follow these links, you demonstrate your agreement that we are not responsible for and do not control the information on these websites. Prior to following any third-party link, you should review that website's privacy policy and terms of use, as your visit to the website may bind you to those third-party terms and policies.

**6. How we monitor social media.**

Integrated Movement Physical Therapy may be active on social media, and we encourage your participation in our social media channels. This may include our blog(s), Instagram, LinkedIn, and other channels (collectively our "social media"). We may expand or narrow our available social media channels without notice. This policy applies to our activities on any social media outlet, on this Website, and on those websites and social media accounts that you access through our affiliates.

Your participation in our social media channels demonstrates your agreement that Integrated Movement Physical Therapy may monitor and remove any postings or content that, at its sole discretion, we deem to be inappropriate or discontinue your access to our social media channels on any reasonable basis.

*A. Our social media activity does not constitute health advice.*

Our social media postings and content do not constitute medical or healthcare advice, and they are not a substitute for the advice of a licensed healthcare professional who is familiar with your health history. Even if the posting user is a licensed healthcare professional, their comments should not be construed as personal health advice. If you have a health or medical concern, you should always personally consult with a physician or licensed healthcare provider.

*B. We prohibit certain content on our social media.*

Your activity on Integrated Movement Physical Therapy's social media is public, and information shared on social media often cannot be un-shared. Your decision to post something may be irrevocable or incapable of being undone. Please be cautious not to disclose personally identifiable information, such as your location, medical history, or financial information.

You consent to Integrated Movement Physical Therapy redistributing any comments you share with us about your satisfaction with the Website and Content, and unless otherwise consented to, Integrated Movement Physical Therapy will strive to share such comments only using your first name.

Accordingly, you alone are responsible for your activity on Integrated Movement Physical Therapy's social media. You specifically agree not to: (1) misrepresent yourself or use another person's identity; (2) engage in harassment, defamation, personal attacks, spam, offensive content, or illegal activities; or (3) publish illegal, obscene, defamatory, threatening, unlawful, disruptive, profane, harassing, or abusive content.

*C. We have no duty to monitor our social media accounts.*

Integrated Movement Physical Therapy may, but has no affirmative duty to, oversee its social media accounts. Your use signifies your understanding that Integrated Movement Physical Therapy may monitor, prohibit, restrict, block, suspend, terminate, or delete your access to its social media at any time. We may review, edit, and/or delete anything you publish on its social media without notice and in our sole discretion.

*D. Visitors may reproduce postings on our social media.*

If you post content on Integrated Movement Physical Therapy's social media, you provide us with a non-exclusive, royalty-free, and worldwide license to reproduce, distribute, edit, reformat, publish, or display the content for any purpose. You acknowledge that Integrated Movement Physical Therapy cannot and does not control the conduct of other visitors to its social media, who may reproduce visitors' posts without permission.

The opinions expressed by individuals who are unaffiliated with Integrated Movement Physical Therapy do not reflect our opinions.

## **7. This Privacy Policy is hereby incorporated into the Website Terms & Conditions.**

This Privacy Policy is hereby incorporated into our Terms & Conditions. By using this Website, you signify that you have read, understood, and agree to be bound by this Privacy Policy and the Terms & Conditions. Do not use this Website if you do not agree to this. Your continued use of this Website signifies your agreement to any changes that Integrated Movement Physical Therapy may make to this Privacy Policy or to our Terms & Conditions.

## **8. California Shine the Light Law.**

To the extent that Integrated Movement Physical Therapy is subject to California Civil Code Section 1798.83 (commonly known as the “Shine the Light” law), it will so comply. In order to exercise your rights under California’s Shine the Light law, you must make your request to Integrated Movement Physical Therapy by email at [jillmaida@integratedmovementpt.com](mailto:jillmaida@integratedmovementpt.com) or Integrated Movement Physical Therapy’s registered mailing address. Your request must state that you are exercising your rights under Shine the Light, Cal. Civ. Code § 1798.83, and must provide to Integrated Movement Physical Therapy sufficient information to identify you as a consumer. If Integrated Movement Physical Therapy deems it is obligated to respond to a Shine the Light request, it will respond to the consumer within 30 calendar days.

## **9. California Consumer Privacy Act.**

To the extent that Integrated Movement Physical Therapy is subject to California Civil Code Section 1798.100, commonly known as the California Consumer Privacy Act of 2018 (“CCPA”), it will so comply. If a consumer is a California resident as defined by Cal. Civ. Code § 1798.100, the consumer may ask Integrated Movement Physical Therapy to disclose to them what personal information Integrated Movement Physical Therapy has, what we do with the information, to request that we delete your personal information, and to request that we not sell your personal information. A California resident may also request to be notified, before or at the point Integrated Movement Physical Therapy collects the resident’s information, of the types of personal information Integrated Movement Physical Therapy is collecting and what we do with that information. Integrated Movement Physical Therapy does not discriminate against consumers who exercise their rights under the CCPA. To find out more about the CCPA, you may visit <http://oag.ca.gov/privacy/ccpa>.

If you are a California resident and wish to obtain the above information, please submit your request by sending Integrated Movement Physical Therapy an email at [jillmaida@integratedmovementpt.com](mailto:jillmaida@integratedmovementpt.com) with “California Privacy Rights” in the subject line.

## 10. **“Do Not Track” feature.**

For some web browsers, a “Do Not Track” feature is available to signal that you do not want the websites that you visit to track your online activity. How browsers communicate and respond to the Do Not Track feature is not yet uniform. For this reason, like with many other websites, Integrated Movement Physical Therapy’s Website does not currently respond to or alter its practices in response to a Do Not Track signal.

By your continued use of our Website, you acknowledge and understand that third parties may collect personal information regarding your online activities over time and across different websites when you visit Integrated Movement Physical Therapy’s Website, or other websites and services. To find out more about the “Do Not Track” feature, you may visit <http://www.allaboutdnt.com>.

## 11. **How to Contact Us**

If you have any questions or comments about this Privacy Policy, please contact us at the phone number, email, or mailing address provided on this Website. **Please note:** When communicating with us in response to this Website, do not send us any confidential information or personal health information. Information sent to us in response to this Website will not be treated as confidential and does not constitute a provider-patient relationship. If you have health concerns or questions about diagnoses or treatments, please contact your healthcare provider. In a medical emergency, call 911.



## WEBSITE TERMS & CONDITIONS OF USE

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**If you have concerns about any medical condition, diagnosis, or treatment, please make an appointment with a licensed healthcare professional.**

**In the event of a medical emergency, call 9-1-1.**

### **E. Integrated Movement Physical Therapy PLLC Website Terms and Conditions of use**

Welcome to Integrated Movement Physical Therapy PLLC's website, <https://integratedmovementpt.com> ("Website"). The content and information on this Website do not itself constitute any licensed services or medical advice and are for educational purposes only.

By using this Website, you demonstrate your agreement to be bound by these Website Terms and Conditions of Use ("Terms & Conditions") and our Website Privacy Policy ("Privacy Policy").

Integrated Movement Physical Therapy PLLC, an Illinois professional limited liability company ("Integrated Movement Physical Therapy"), owns and manages this Website. Integrated Movement Physical Therapy owns the entirety of the content on this Website.

You may only use the Website if you can form a binding contract with us, and only if you comply with these Terms & Conditions and all applicable local, state, national, and international laws, rules, and regulations. All visitors are bound to these Terms and Conditions and Privacy Policy.

We may alter these Terms & Conditions without notice, and your continued use of the Website signifies that you agree to be bound by any future changes. You are encouraged to review these Terms & Conditions at regular intervals to monitor for updates. If you disagree, you should not use our Website. At its sole discretion, Integrated Movement Physical Therapy may discontinue or block any visitor's access to the Website.

Please read these Terms & Conditions carefully.

### **F. Your access to this Website is governed by these Terms & Conditions.**

These Terms & Conditions govern your access to and use of this Website and any content provided to you on, from, or through our Website, our software, and any applications created by Integrated Movement Physical Therapy, whether through a social networking site or our subsidiaries or affiliated companies. This content is collectively encompassed by references to the Website throughout these Terms & Conditions.



## **G. Services and Features Accessible through the Website.**

The Website may have services and features facilitating the coordination of physical therapy services. If you wish to utilize such services and features, you may be required to agree to our other agreements (sometimes called a “EULA,” which stands for end-user licensing agreement).

## **H. Our information collection, use, and disclosure.**

Our Website offers educational and informational resources. By using this Website, you agree to allow Integrated Movement Physical Therapy to collect, use, and disclose your information under the terms provided in the Privacy Policy.

## **I. This Website does not constitute the formation of a provider-patient relationship and does not provide medical advice.**

This Website’s content is provided only for informational and educational purposes. The Website’s Content is defined as: text, images, videos, and blogs, including those written by guest writers; content displayed on Integrated Movement Physical Therapy’s social media; information obtained from Integrated Movement Physical Therapy’s licensors or third parties; 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 this Website (collectively referenced as the “Content” throughout).

Integrated Movement Physical Therapy’s conduct on this Website does not constitute the practice of medicine or any other licensed service nor does it constitute the practice of a licensed service without appropriate supervision. The Website is offered only for educational purposes, based upon our proficiency in, knowledge of, and experience with the topics provided. The Content of the Website does not constitute medical advice and is not intended to be a substitute for professional medical advice, diagnosis, or treatment. It is further not intended to (i) replace a one-on-one relationship with a qualified health care professional, (ii) create a provider-patient relationship or a collaborative relationship, or (iii) create a duty for us to follow up with you.

If you have concerns about any medical condition, diagnosis, or treatment, please make an appointment directly with a licensed physician or another healthcare provider. **In an emergency, call 911.** Integrated Movement Physical Therapy’s Website should not be utilized to replace current or future medical advice, diagnosis, or treatment.

You acknowledge that visiting Integrated Movement Physical Therapy’s Website does not create a provider-patient relationship between you and Integrated Movement Physical Therapy or any of our providers. Your visit to this Website does not create any duty for us to follow up with you about any medical condition, diagnosis, or treatment. You acknowledge

that you will consult your healthcare provider before considering use of any of Integrated Movement Physical Therapy's services.

## **J. Do not share protected health information via this Website.**

We take the privacy and confidentiality of our visitors seriously. Please read our Privacy Policy.

To the extent this Website stores or transmits protected health information ("PHI"), our activities as they relate to this Website and its Content comply with the Health Insurance Portability and Accountability Act ("HIPAA").

This means: Unless expressly directed to do so and through a secure HIPAA-compliant portal, do not use this Website to provide, transmit, store, or disclose any health information that constitutes PHI. Integrated Movement Physical Therapy accepts no affirmative duty to monitor whether you provide, transmit, store, or disclose PHI while using this Website or its Content. If you violate these Terms & Conditions and share PHI through this Website without doing so through a secure HIPAA-compliant portal, or if we become aware that you are using, providing, transmitting, storing, or disclosing PHI without using a HIPAA-compliant portal, we may revoke your access to the Website.

Remember that once you share information online, it may be impossible to make that information private again. If you use, provide, transmit, store, or disclose PHI through this Website, you agree to indemnify Integrated Movement Physical Therapy against any damages, losses, liabilities, judgments, costs, or expenses, including reasonable attorney fees and costs, that arise from your use, provision, transmission, storage, or disclosure of PHI.

You are strongly urged *not* to share PHI through our Website or on our social media unless you do so through a specifically designated HIPAA-compliant and encrypted portal.

## **K. Your permitted uses of our Website Content.**

Unless otherwise expressly stated, Integrated Movement Physical Therapy (or its licensors) owns the entirety of the Content on this Website. The Content is protected by United States, state, and worldwide copyright laws and treaty provisions.

### *A. Our grant of limited personal license to you.*

Integrated Movement Physical Therapy hereby grants you a limited, personal, nonexclusive, and nontransferable license to use and display the Content so long as you comply with these Terms & Conditions, and you do not modify, delete, or change any copyright, trademark, or other proprietary notice. Your conduct related to Integrated Movement Physical Therapy's Content is subject to our Terms & Conditions and our Privacy Policy.

Except as provided above, you may not: copy, reproduce, modify, use, republish, upload, post, transmit, or distribute any of the Content, including any trademarks, names, logos, or intellectual property, and you may not redeliver or present any of the pages, text, images, or the Content using “framing” technology, nor systematically retrieve data, information, or the Content to create a collection, compilation, database, or directory.

Integrated Movement Physical Therapy reserves all rights not expressly granted.

## **B. Rules governing your conduct while visiting this Website.**

Integrated Movement Physical Therapy has the right, but not the obligation, to monitor all conduct on this Website. You expressly agree that you will not: 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.

You will not use this Website or its Content: for any unlawful purpose; to solicit others to perform or participate in unlawful acts; for any obscene purpose; to violate any regulations, rules, laws, or ordinances; to submit false or misleading information; to upload or transmit any viruses or any other type of malicious code that will be used in a way that will affect the functionality or operation of the Website; or to collect or track the personal information of others. We reserve the right to terminate your use of the Website for engaging in such conduct.

## **C. This Website does not collect information about minors.**

If we determine that a visitor is under eighteen, we do not collect personally identifiable information about them. If we inadvertently or accidentally encounter personally identifiable information about a child under the age of eighteen, we will not knowingly disclose that information to any third party.

## **D. Disclaimer of liability and statement of no warranty.**

THE INFORMATION ON OUR WEBSITE IS PROVIDED ON AN “AS IS” BASIS. INTEGRATED MOVEMENT PHYSICAL THERAPY MAKES NO REPRESENTATIONS, AND NO EXPRESS OR IMPLIED WARRANTIES, CONCERNING THE CONTENT, OR OTHERWISE REGARDING THIS WEBSITE OR ANY WEBSITE LINKED THROUGH THIS WEBSITE.

TO THE FULLEST EXTENT PERMITTED BY LAW, INTEGRATED MOVEMENT PHYSICAL THERAPY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

INTEGRATED MOVEMENT PHYSICAL THERAPY DOES NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, TIMELINESS, OR

## AVAILABILITY OF THIS WEBSITE OR THE CONTENT OF ANY WEBSITE LINKED THROUGH THIS WEBSITE.

By using this Website, you demonstrate that you assume the risk of accessing and using the information it provides. We do not guarantee the accuracy of the information provided on this Website, and we reserve the right to correct any errors or inaccuracies at any time without prior notice. Integrated Movement Physical Therapy is not responsible for any errors or omissions in the information provided.

### *E. We are not responsible for any Website visitors' damages.*

By using this Website, you agree that Integrated Movement Physical Therapy is not responsible to you or others for any loss or damage that results from your use (or non-use) of this Website or any linked third party's website. These potential losses or damages include, but are not limited to direct, indirect, special, consequential, compensatory, or incidental damage; lost profits or data; damage to your computer resulting from viruses; loss of or damage to other property; claims of third parties; or penalties resulting from copying or displaying this Website.

Integrated Movement Physical Therapy is not responsible for these consequences, regardless of whether we have been advised or knew or should have known of the possibility of such damages or claims. Your sole and exclusive remedy against Integrated Movement Physical Therapy is to stop using this Website. Without limiting the preceding paragraphs, you expressly release Integrated Movement Physical Therapy from any responsibility and liability relating to your use of this Website, linked websites, or information contained in this Website or linked websites.

## **F. Information that you provide via this Website.**

### *G. Our right to monitor activity on our Website.*

We have the right, but not the duty, to monitor your use of this Website, including any information you provide through it. You are responsible for the information that you send, submit, or provide through our Website. You agree not to transmit information that is illegal, threatening, libelous, defamatory, obscene, ethnically, or racially offensive or discriminatory, profane, invasive of another's privacy, or violative of any law or confidentiality agreement.

We may or may not affirmatively monitor the information provided through this Website, but if such information is brought to our attention, we may edit, delete, modify, or ban the information, and take legal action against you.

*H. Your consent to electronic communications.*

If you provide Integrated Movement Physical Therapy with your email address, you consent to receive unencrypted and unsecured email communications from us. You agree that any notices, agreements, disclosures, or other communications that we send you via email satisfy any legal communication requirements.

Any information you provide to Integrated Movement Physical Therapy or by email may be misdirected or intercepted by unintended recipients. Therefore, email may not be a confidential means of communication. Please do not transmit any sensitive or confidential information to us via email if you have confidentiality concerns.

**I. Links to third-party Websites.**

This Website may occasionally provide links to third-party websites. By clicking on these links, you agree that we cannot control the information presented on such third-party websites and are thus not responsible if you choose to follow those links. Although we may use third-party websites to provide our services, such websites are not maintained by, nor are they related to, Integrated Movement Physical Therapy.

By clicking on such links, you agree that we are not responsible for their content, regardless of whether your access is provided by Integrated Movement Physical Therapy or by another third party. We do not guarantee the accuracy, timeliness, or suitability of the content of any third-party website.

Any links that we provide to third-party websites should not be construed as endorsements of the products, services, or sponsoring organization of that linked website. Your sole and exclusive remedy for claims arising from any such third-party products or services is against that third party. Integrated Movement Physical Therapy is not responsible for these claims.

*J. Third-party websites may link to this Website.*

Integrated Movement Physical Therapy hereby grants third-party websites the limited right to link to its Website. This limited license does not permit third-party websites to use “framing” technology to capture Integrated Movement Physical Therapy’s Content, and it does not permit any activity that could create a misimpression or confusion among users concerning sponsorship or affiliation. If your website provides a link to this Website, please notify Integrated Movement Physical Therapy within 72 hours of placing such link. You agree to remove the link and any reference to Integrated Movement Physical Therapy if we make such a request, and you agree to comply with such requests within 24 hours.

## **K. Do not submit ideas, suggestions, or other Creative Material.**

Do not send us any ideas, suggestions, materials, concepts, or other information (collectively “Creative Material”), unless we ask you to do so. If you violate these Terms & Conditions, any Creative Material you send to us will become Integrated Movement Physical Therapy’s property. This means that we will have unrestricted use of the Creative Material for our personal and commercial purposes. Regardless of how we use that Creative Material, you will not be compensated, and we will not be liable to you or to any other person involved with developing the Creative Material.

If you send Creative Material to Integrated Movement Physical Therapy, you agree: that you waive your rights to the Creative Material; that the Creative Material is original to you; that you have the right to submit the Creative Material to us; and that you have no recourse against Integrated Movement Physical Therapy for any alleged or actual infringement or misappropriation of any proprietary right in any Creative Material. We are not obligated to maintain the confidence of any Creative Material. Integrated Movement Physical Therapy further disclaims any liability that may result from its disclosure of any Creative Material submitted in violation of its policy.

You further agree not to: send us any Creative Material that contains any viruses or other computer programming routines that may damage, interfere with, intercept, or take any system, data, or personal information; send us an unreasonably large amount of Creative Material that overloads or burdens our servers, or otherwise interferes with or inhibits any other user from using or enjoying this Website; send us 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 impersonate another person or allow any other person or entity to use your identity while interacting on Integrated Movement Physical Therapy’s social media, as defined in its Privacy Policy.

## **L. Your agreement to indemnify Integrated Movement Physical Therapy.**

You agree to indemnify Integrated Movement Physical Therapy against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorney’s fees and costs) arising out of any third party’s claims related to your use of this Website, your failure to comply with applicable laws and regulations when using our Website, or any misrepresentations made by you to Integrated Movement Physical Therapy in violation of these Terms and Conditions.

## **M. Our operation of this Website.**

We make all reasonable efforts to keep this Website operational and available. These efforts are subject to scheduled maintenance, unscheduled maintenance, and systems outages. We do not provide any assurance or warranty that: access will always be available; service will be uninterrupted; its operation will be error-free; any defects will be corrected; or that our Website's servers are free from viruses or other harmful components. You agree to assume the entire cost of servicing, repairing, or correcting your property might be necessitated by your use.

## **N. Online Privacy and Communications.**

### *O. Compliance with online communications privacy laws.*

We strive to comply with all applicable laws concerning online communications privacy. However, your use of this Website signifies your acknowledgment that the internet is neither more nor less secure than other communications media, including mail, fax, and telephone services, all of which can be intercepted or otherwise compromised.

We encourage you to assume that all internet communications may be non-secure and exercise caution when sharing information about your health.

To learn more about how we maintain the privacy and security of our Website visitors, please read the Privacy Policy.

## **P. Our proprietary rights to this Website.**

### *Q. Copyright and trademark protections.*

This Website's Content is protected by applicable copyrights, trademarks, service marks, patents, or other proprietary rights and laws. By using the Website, you agree not to sell, license, rent, modify, copy, distribute, reproduce, transmit, redistribute, publicly display, publicly perform, publish, adapt, edit, or create derivative works from the Content. Your use of the Content for any purpose that is not expressly permitted by these Terms & Conditions is prohibited.

### *R. No reproduction of this Website's Content.*

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

## **S. Disclaimer for visitors' health or injuries.**

### *T. Waiver of claims against Integrated Movement Physical Therapy.*

You understand that Integrated Movement Physical Therapy is not responsible for any injuries that you sustain from using its Content. You expressly waive any claim for any injury

at any time against (i) Integrated Movement Physical Therapy or (ii) any person or entity involved with Integrated Movement Physical Therapy, including, without limitation, its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates, and representatives.

*U. No warranty or guarantee of outcome.*

Integrated Movement Physical Therapy works to provide accurate information on this Website. However, we may include testimonials and examples on this Website from persons whose health or other concerns are distinct from yours. These are not guarantees that you will achieve comparable results by undertaking a comparable treatment plan. Your results will depend upon your background, effort, overall health, medical history, providers, and many other factors beyond the scope contemplated by this Website.

**Integrated Movement Physical Therapy DOES NOT guarantee or warrant that you will have any specific result.**

**V. Intellectual property infringement.**

Integrated Movement Physical Therapy respects intellectual property rights. If you believe that information on our Website constitutes a copyright or trademark infringement, please provide us with the following information: (1) the claimed infringement; (2) reasonably sufficient information to allow us to locate the claimed infringement on the Website; (3) the owner or complaining party's contact information, including name, address, and email address; (4) the owner's signature; (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 that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Under a valid DMCA takedown notice, Integrated Movement Physical Therapy will notify you if we have removed copyright-protected material.

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.

**W. No assignment of Terms & Conditions.**

Integrated Movement Physical Therapy may assign or transfer these Terms & Conditions or licenses without notice. However, they are not transferable by you to others.



## **X. Enforcement of Terms & Conditions.**

### *Y. Conflicts governed by Illinois law.*

Any adversarial proceedings which arise out of these Terms & Conditions will be governed by the laws of the State of Illinois without giving effect to its principles of conflicts of law. If a Website visitor takes legal action against us relating to these Terms & Conditions, our Privacy Policy, or that visitor's interactions with or relationship to Integrated Movement Physical Therapy, that visitor agrees to file such action only in the state and federal courts located in the State of Illinois in DuPage County.

### *Z. Treatment of unenforceable provisions.*

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. You agree that, if an unenforceable provision is modified or disregarded under this paragraph, then the rest of these Terms & Conditions will remain in effect as written. And you agree that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

### *AA. Validity of waivers of these Terms & Conditions.*

Any waiver of these Terms & Conditions or our Privacy Policy is valid *only* if it is in writing and signed by a principal of Integrated Movement Physical Therapy. No such waiver shall be deemed a further or continuing waiver of such term or any other term or condition of use.

### *BB. Entirety of the agreement between visitors and Integrated Movement Physical Therapy.*

These Terms & Conditions and our Privacy Policy constitute the entire agreement between you and Integrated Movement Physical Therapy relating to this Website. However, they do not create any relationship between you and Integrated Movement Physical Therapy beyond what is contemplated in these policies.

### *CC. Amendments & modifications to these Terms & Conditions.*

Integrated Movement Physical Therapy may amend or update the Website, these Terms & Conditions, or its Privacy Policy at any time without prior notice. If you use this Website after any changes, you demonstrate your agreement to be bound by the changes.

### **DD. Affiliate disclaimer.**

Under the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 C.F.R. Part 255 Sections 255.0 through 255.5, we reserve the right to provide links on this Website that may be affiliated links. This means that Integrated

Movement Physical Therapy may be paid if you purchase products or services through affiliates' links.

If at all, Integrated Movement Physical Therapy only provides affiliated links for products or services that it believes will add value to its visitors.

**EE. Your agreement and acknowledgment.**

By your continued use of Integrated Movement Physical Therapy's Website, you understand and acknowledge that you have read the Terms & Conditions, and you agree to be bound to them.