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By purchasing or participating in any Julie Wiebe PT and HeartSpace Physical Therapy for Children courses, products, or services, you agree to be bound by the Course Conditions of Participation, and you acknowledge that we may change the Course Conditions of Participation without notice, and your continued use or participation signifies that you agree to be bound by any changes.

The Course Conditions of Participation govern your access to and use of any of our courses, products, or services, and such content (including the entirety of the course text, images, sounds, and videos), provided to you in-person (the “Course Content”).

By accessing or using the Course Content, you agree to be bound by the Course Conditions of Participation. You may only purchase or participate in a course if you can form a binding contract with us and only in compliance with all applicable local, state, national, and international laws, rules, and regulations.

2. PAYMENT

By providing payment information to us, you authorize us to charge your credit or debit card. All overdraft, chargebacks, and bank fees are your sole responsibility.

You agree to make full payment for the amount stated at the time that you authorize payment. We do not offer refunds, and your purchase is personal to you and nontransferable. You further agree to not refuse or reverse your credit or debit card payment after you have purchased, attended, participated in, or used a course.

Changes & taxes.

Julie Wiebe PT and HeartSpace Physical Therapy for Children may change, modify, add, remove, suspend, cancel or discontinue any of its courses or the Course Content.

Our fees are exclusive of all taxes, including value added, goods and devices, sales, or other taxes. You are solely responsible for payment and compliance with such taxes.

3. THE COURSES ARE NOT A SUBSTITUTE FOR PERSONALIZED HEALTHCARE.

Our courses and the Course Content are provided for informational and educational purposes only. This includes the entirety of the Course Content.

Nothing in our courses constitutes medical advice.

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

Our courses do not create or constitute a provider-patient relationship.

By purchasing or using our courses, you explicitly acknowledge that you understand **your use** does not create a provider-patient relationship between you and Julie Wiebe PT or you and HeartSpace Physical Therapy for Children. Your use or participation does not impose any duty upon Julie Wiebe PT or HeartSpace Physical Therapy for Children to follow up with you about any medical condition, diagnosis, or treatment.

Our courses do not provide physical therapy services.

Nothing in the Course Content is intended to or does in fact constitute the practice of physical therapy. The Course Content is provided for educational purposes only, based upon the proficiency in, knowledge of, and experience with the subject matter of the Course Content of Julie Wiebe PT and HeartSpace Physical Therapy for Children.

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Although Julie Wiebe PT and HeartSpace Physical Therapy for Children take confidentiality seriously, Julie Wiebe PT and HeartSpace Physical Therapy for Children’s activities as they relate to the courses and the Course Content are not subject to the Health Insurance Portability and Accountability Act (“HIPAA”).

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If you use, provide, transmit, store, or disclose PHI, you agree to indemnify Julie Wiebe PT and HeartSpace Physical Therapy for Children against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorney fees and costs) arising out such use, provision, transmission, storage, or disclosure of PHI.

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6. THE COURSES ARE NOT INTENDED FOR CHILDREN.

The courses and the Course Content are not intended or designed to attract children under the age of 18. Julie Wiebe PT and HeartSpace Physical Therapy for Children do not collect personally identifiable information from any person known by us to be a child under the age of 18. Should we inadvertently come to possess personally identifiable information about a child under the age of 18, we will not knowingly disclose contact information relating to that child to any third party.

7. DISCLAIMER OF LIABILITY AND NO WARRANTY.

ALL COURSE CONTENT IS PROVIDED ON A PAY-FOR-USE BASIS AND IS PROVIDED "AS IS." ACCORDINGLY, WE MAKE NO REPRESENTATIONS, AND NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, WITH RESPECT TO THE COURSE CONTENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES (EXPRESS OR IMPLIED), INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE GIVE NO WARRANTY AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, TIMELINESS, OR AVAILABILITY OF THE COURSE CONTENT.

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You agree that Julie Wiebe PT and HeartSpace Physical Therapy for Children are not responsible to you or others for any loss or damage that results from your use (or nonuse) of the courses or the Course Content, including, but not limited to, direct, indirect, special, consequential, compensatory damage, incidental damage, lost profits or data, damages to your computer resulting from viruses, loss of or damage to other property, claims of third parties, or copying or display of the course or the Course Content. We are not responsible, 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 Julie Wiebe PT and HeartSpace Physical Therapy for Children is to stop using the course and Course Content.

Without limiting the preceding paragraphs, you expressly release Julie Wiebe PT and HeartSpace Physical Therapy for Children from any responsibility and liability relating to your use of the course and the Course Content, including any liability or responsibility pertaining to the use, administration, or the use and disclosure of your information.

8. INFORMATION YOU PROVIDE.

Any information you send to us by email may be misdirected or intercepted by unintended recipients, and thus it may not constitute a confidential form of communication. If you have confidentiality concerns, please consider using an alternative type of communication and avoid transmitting any sensitive or confidential information to us via email.

9. INDEMNIFICATION OF JULIE WIEBE PT AND HEARTSPACE PHYSICAL THERAPY FOR CHILDREN FOR CLAIMS ARISING FROM YOUR USE OF COURSE OR THE COURSE CONTENT.

You agree to indemnify Julie Wiebe PT and HeartSpace Physical Therapy for Children against any damage, loss, liability, judgment, cost, or expense (including reasonable attorney fees and costs) arising out of any third party's claims that relate to your use of the course or the Course Content.

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11. ACCOUNT REGISTRATION & SECURITY

Registration information must be truthful and complete.

To access some of our courses or the Course Content, you may be required to create an account through our website or through a third party. In doing so, you agree to supply truthful and complete information and to update it if it changes. The courses and the Course Content are not intended for anyone under 18 years of age. By providing information about yourself, you warrant that you are over 18 years of age and that you are legally able to form a binding contract. If you provide any untruthful or incomplete information, or if we reasonably suspect that you have done so, we may suspend or terminate your account, revoke your use, and refuse your future use of the courses or the Course Content.

No shared account access or login credentials.

You are solely responsible for your own account activity and agree to maintain a strong password. You agree to not use any other person's password or login credentials. You further agree not to share or sell your password or login credentials, and to notify us if you suspect unauthorized use of your account.

12. HEALTH DISCLAIMER.

You agree that Julie Wiebe PT and HeartSpace Physical Therapy are not responsible for any injuries that you sustain from participation in any of the activities depicted in the Course Content. You expressly waive any claim for any injury at any time against Julie Wiebe PT and HeartSpace Physical

Therapy for Children, or any person or entity involved with Julie Wiebe PT and HeartSpace Physical Therapy for Children, including, without limitation, its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates, and representatives.

Your use of the Course Content evidences your understanding that physical exertion may result in physical or mental injury or risk of injury. You further agree that you are solely responsible for exercising within your limits.

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

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

13. NO WARRANTY OR GUARANTEE OF OUTCOME.

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

JULIE WIEBE PT AND HEARTSPACE PHYSICAL THERAPY FOR CHILDREN MAKE NO GUARANTEE AND NO WARRANTY THAT YOU WILL HAVE ANY SPECIFIC RESULT.

14. INTELLECTUAL PROPERTY INFRINGEMENT.

Julie Wiebe PT and HeartSpace Physical Therapy for Children respect intellectual property rights. If you believe that material that appears in the Course Content is subject to copyright or trademark infringement, please provide us with following information: (A) the claimed infringement; (B) reasonably sufficient information to allow Julie Wiebe PT or HeartSpace Physical Therapy for Children to locate the claimed infringement; (C) the owner's or complaining party's contact information, including name, address, and email address; (D) the signature of the owner; (E) 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; (F) a statement, under penalty of perjury, that

the information is accurate, and you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Note: Under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

15. DMCA TAKEDOWN NOTIFICATION

Pursuant to a valid DMCA takedown notice, Julie Wiebe PT or HeartSpace Physical Therapy for Children will notify you if we have removed from the Course Content copyright-protected material.

16. NO ASSIGNMENT

The Course Conditions of Participation, licenses, and subscriptions may not be transferred or assigned by you but may be assigned by us without restriction.

17. CONSENT FOR ELECTRONIC COMMUNICATIONS

By providing Julie Wiebe PT and HeartSpace Physical Therapy for Children 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 provide to you by email satisfy any legal communication requirements.

18. APPLICABLE LAW AND ENFORCEMENT OF THE COURSE CONDITIONS OF PARTICIPATION.

The laws of the state of California, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of the Course Conditions of Participation. If a United States resident who is a course participant takes legal action against us relating to the Course Conditions of Participation or relating to that participant's or course user's interactions with or relationship to Julie Wiebe PT, that person agrees to file such action only in the state and federal courts located in the State of California. However, to the extent that Canadian laws apply, if a course participant takes legal action against us relating to the Course Conditions of Participation or relating to that participant's or course user's interactions with or relationship to HeartSpace Physical Therapy for Children, that person agrees to file such action only in the courts located in the Province of Ontario.

By participating in a course, you agree that: (A) 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; (B) that if an unenforceable provision is modified or disregarded in accordance with this paragraph, then the rest of the Course Conditions of Participation will remain in effect as written; and (C) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

No waiver of any of the Course Conditions of Participation shall be effective unless it is in writing and signed by an authorized representative of Julie Wiebe PT or HeartSpace Physical Therapy for Children. No such waiver shall be deemed a further or continuing waiver of such term or any other term.

These Course Conditions of Participation constitute the entire agreement between you and Julie Wiebe PT and HeartSpace Physical Therapy for Children.

19. AMENDMENTS AND MODIFICATIONS

We may amend or update the Course Conditions of Participation at any time without prior notice. If you attend a course after any changes have been made to these Course Conditions of Participation, you agree to be bound by the changes in effect at the time you attend the course.

20. AFFILIATE DISCLAIMER

Pursuant to 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, Julie Wiebe PT and HeartSpace Physical Therapy for Children may provide links that constitute affiliated links under those Sections. This means that we may receive payment if you purchase products or services through such links.

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