



WEBSITE TERMS & CONDITIONS OF USE

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

1. LINQ Wellness Website Terms and Conditions of use

Welcome to www.linqwellness.com - the LINQ Wellness website (“Website”).

Although the Website does provide resources and access to information from individuals licensed to render professional services, the content and information on this Website does not itself constitute any licensed services, physical therapy advice, or medical advice– it is 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”).

LINQ Wellness, LLC, a California limited liability company (collectively, “LINQ Wellness”), owns and manages 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.

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.

Please read these Terms & Conditions carefully.

2. 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 LINQ Wellness, 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.

3. Services and Features Accessible through the Website.

The Website may have services and features facilitating the coordination of other 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).

4. Our information collection, use, and disclosure.

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

5. This Website does not constitute the formation of a provider-patient relationship and does not provide medical or physical therapy 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; content displayed on LINQ Wellness’s social media; information obtained from LINQ Wellness’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).

LINQ Wellness’s conduct on this Website does not constitute the practice of physical therapy, medicine, or any other licensed service. 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 or physical therapy advice, diagnosis, or treatment.

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. LINQ Wellness’s Website should not be utilized to replace current or future medical advice, physical therapy advice, diagnosis, or treatment.

You acknowledge that visiting LINQ Wellness’s Website does not create a provider-patient relationship between you and LINQ Wellness 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 any of LINQ Wellness’s services.

6. Do not share protected health information via this Website.

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

Because we do not store or transmit protected health information (“PHI”) through this Website, our activities as they relate to this Website and its Content do *not* comply with the Health Insurance Portability and Accountability Act (“HIPAA”).

This means: Unless expressly directed to do so and through a secure HIPAA portal, do not use this Website to provide, transmit, store, or disclose any health information that constitutes PHI. LINQ Wellness 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 regardless, or if we become aware that you are using, providing, transmitting, storing, or disclosing PHI, 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 or other personal information through this Website, you agree to indemnify LINQ Wellness 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 to *not* share PHI through our Website or on our social media unless you do so through a specifically designated HIPAA-compliant and encrypted portal.

7. Your permitted uses of our Website Content.

Unless otherwise expressly stated, LINQ Wellness (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.

LINQ Wellness 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 LINQ Wellness’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.

LINQ Wellness reserves all rights not expressly granted.

8. Rules governing your conduct while visiting this Website.

LINQ Wellness 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.

9. This Website does not collect information about minors.

While the content on the Website is appropriate for adults and minors, we do not collect personally identifiable information about individuals under the age of 18. 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. To the extent the Children's Online Privacy Protection Rule ("COPPA") applies, LINQ Wellness will comply.

10. Disclaimer of liability and statement of no warranty.

THE INFORMATION ON OUR WEBSITE IS PROVIDED ON AN "AS IS" BASIS. LINQ WELLNESS 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, LINQ WELLNESS DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

LINQ WELLNESS 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 information provided on this Website, and we reserve the right to correct any errors or inaccuracies at any time without

prior notice. LINQ Wellness is not responsible for any errors or omissions in the information provided.

A. We are not responsible for any Website visitors' damages.

By using this Website, you agree that LINQ Wellness 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.

LINQ Wellness 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 LINQ Wellness is to stop using this Website. Without limiting the preceding paragraphs, you expressly release LINQ Wellness from any responsibility and liability relating to your use of this Website, linked websites, or information contained in this Website or linked websites.

11. Information that you provide via this Website.

A. 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.

B. Your consent to electronic communications.

If you provide LINQ Wellness 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 LINQ Wellness 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.

12. Links to third-party Websites.

This Website may occasionally provide links to third-party websites; third-party websites may include but is not limited to appointment scheduling websites, client record websites, shopping websites, review sites, informational articles or blogs, social media pages, partner websites, and websites containing credit card processors. 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, LINQ Wellness.

By clicking on such links, you agree that we are not responsible for their content, regardless of whether your access is provided by LINQ Wellness 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. LINQ Wellness is not responsible for these claims.

A. Third-party websites may link to this Website.

LINQ Wellness 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 LINQ Wellness’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 LINQ Wellness within 72 hours of placing such link. You agree to remove the link and any reference to LINQ Wellness if we make such a request, and you agree to comply with such requests within 24 hours.

13. 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 LINQ Wellness’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 LINQ Wellness, 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 LINQ Wellness 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. LINQ Wellness 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 LINQ Wellness's social media, as defined in its Privacy Policy.

14. Your agreement to indemnify LINQ Wellness.

You agree to indemnify LINQ Wellness against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorney fees and costs) arising out of any third party's claims related to your use of this Website.

15. 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.

16. Online privacy and Communications.

A. 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.

17. Our proprietary rights to this Website.

A. 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.

B. No reproduction of this Website's Content.

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

18. Disclaimer for visitors' health or injuries.

A. Waiver of claims against LINQ Wellness.

You understand that LINQ Wellness is not responsible for any injuries that you sustain through its Content. You expressly waive any claim for any injury at any time against LINQ Wellness or any person or entity involved with LINQ Wellness, including, without limitation, its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates, and representatives.

B. No warranty or guarantee of outcome.

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

LINQ Wellness DOES NOT guarantee or warranty that you will have any specific result.

19. Intellectual property infringement.

LINQ Wellness 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, LINQ Wellness 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.

20. No assignment of Terms & Conditions.

LINQ Wellness may assign or transfer these Terms & Conditions or licenses without notice. However, they are not transferable by you to others.

21. Enforcement of Terms & Conditions.

A. Conflicts governed by California law.

Any adversarial proceedings which arise out of these Terms & Conditions will be governed by the laws of the State of California 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 LINQ Wellness, that visitor agrees to file such action only in the state and federal courts located in the State of California in Contra Costa County.

B. 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.

C. 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 LINQ Wellness. No such waiver shall be deemed a further or continuing waiver of such term or any other term or condition of use.

D. Entirety of the agreement between visitors and LINQ Wellness.

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

E. Amendments & modifications to these Terms & Conditions.

LINQ Wellness 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.

22. 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 LINQ Wellness may be paid if you purchase products or services through affiliates' links.

If at all, LINQ Wellness only provides affiliated links for products or services that it believes will add value to its visitors.

23. Your agreement and acknowledgment.

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