

Site Terms and Conditions of Use

These Terms and Conditions of Use (this “Agreement”) is a legal agreement between you and Great Lakes Physical Therapy, Inc. d/b/a Alpha Physical Therapy (hereinafter referred to as “Company”), specifying and describing the terms and conditions for access to and use of alphaphysicaltherapy.net, as well as any online features, services, and/or products offered (collectively, the “Site”). By using the Site, you agree to comply with and be bound by this Agreement. Please review this Agreement carefully. If you do not agree to this Agreement, you should not use the Site.

ALPHAPHYSICALTHERAPY.NET RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT AND IN THE COMPANY’S SOLE DISCRETION. ANY SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY. YOUR CONTINUED USE OF ANY PART OF THE SITE OR ANY SERVICE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES TO THIS AGREEMENT. YOU SHOULD REVIEW THIS AGREEMENT PERIODICALLY TO DETERMINE IF ANY CHANGES HAVE BEEN MADE. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO ALPHAPHYSICALTHERAPY.NET/TERMS.

Specific terms and conditions related to Online Account Access to your account(s) that you have with the Company (“Account”) are set forth herein – see “User Account, Password, Security, and Electronic Account Services.”

Intended Audience.

By using the Site, you affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. In any case, you affirm that you are over the age of 13, as THE SITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

Privacy Policy & Other Policies.

Your visit to our Site and any personal data that you provide is also governed by our Privacy Policy. Please review our Privacy Policy at alphaphysicaltherapy.net/privacy. In addition, when using our Site, you shall be subject to any posted policies, guidelines, or rules applicable to use of Site and any service provided by the Site, including, but not limited to, our Privacy Policy. All such policies, guidelines, and rules are hereby incorporated by reference into this Agreement.

Site and Content Use.

The Company grants you a limited, revocable, nonexclusive license to use the Site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the Site, reverse engineer, or break into the Site, or use materials, products, or services in violation of any law or regulation. Company is not responsible for any such breach. ~~The use of the Site is~~ at the discretion of the Company.

Use of Your Information.

alphaphysicaltherapy.net reserves the right at all times to disclose any information as the Company reasonably believes is appropriate to satisfy any law, regulation, legal process, or governmental request, to enforce any of our contracts or agreements, to protect the rights, property, or safety of our users and clients, or for purposes of fraud protection. The Company reserves the right, and you authorize us, the Company, to use and assign all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

By accepting this Agreement you waive all rights and agree to hold alphaphysicaltherapy.net and the Company harmless from any claims resulting from any action taken by alphaphysicaltherapy.net or the Company during or as a result of its investigations or from any actions taken as a consequence of investigations by either alphaphysicaltherapy.net, Company, or law enforcement authorities.

User Account, Password, Security, and Electronic Account Services.

(a) **DEFINITIONS.** The following definitions govern the terms of this Section and as may be used elsewhere in this Agreement:

- **Bill Payment Cutoff Time** means 11:59 p.m. Central Standard Time on any Business Day and is the time by which you must transmit Payment Instructions for such Payment Instructions to be considered effective for that particular Business Day.
- **Business Day** means every day except Saturdays and Sundays and federal holidays.
- **Payment Account** means your personal or business checking, savings, or credit card account from which Company bill payments for your Account(s) may be made by you. Company recommends that you confirm with your banking institution any fees that you may be charged for bill payments from your Payment Account before designating a banking account as a Payment Account (e.g., your checking/savings account may permit a limited number of transfers before fees are imposed).
- **Payee** means Company or its designee to which you direct a payment.
- **Payment Instructions** means the information provided by you for a bill payment to be made to Payee (i.e., banking account number, ABA number, payment date, payment amount, and any additional information).
- **Payment Due Date** means the Business Day of your choice and as designated by you upon which your payment will be received by Payee and your Payment Account will be debited. **Note:** Your Payment Due Date must be no later than the "Due Date" set by Company.
- **Pending Bill Payment** means a pending bill payment authorized by you through the Online Service that has not been debited to your Payment Account.

- (b) **ONLINE ACCOUNT ACCESS.** For certain types of features available through the Site, including the Online Account Access features (the “Online Service”), we require the use of encryption technologies provided for your protection and/or your use of a user identification name (“UserID”) and password after setting up a user account (“User Account”). The Online Service is available via the Online Account Access login at alphaphysicaltherapy.net/account. For self-enrollment, you must provide Account-specific information to authenticate yourself (e.g., Account owner name and address). In this Agreement, “you” and “your” refer to each person, or, if applicable, the entity who is an owner, signer, or has unrestricted access to a User Account and each person that uses the Online Service with your permission (“Authorized User”). You may never use another person’s User Account and/or UserID without permission. When your Online Service is linked to one or more Accounts, Company may act on the oral, written, or electronic instructions of any authorized signer regarding your service for those Accounts. It is your responsibility to notify Company if an Authorized User should no longer be given access to an Account through the Online Service.
- (c) **USER ACCOUNT AND PASSWORD.** We use reasonable precautions to protect the privacy of your UserID, password, and User Account information. You, however, are ultimately responsible for protecting your UserID, password, and User Account information from disclosure to third parties, and you are not permitted to circumvent the use of any required encryption technologies. You are required to take reasonable precautions to safeguard your UserID and password. You agree to never leave your computer unattended while using the Online Service and to always exit the Online Service by clicking on “Log Out.” You also agree to immediately notify Company of any unauthorized use of your UserID, password, and/or User Account, or any other breach of security by calling +1 (219) 661-8008, by email at info@alphaphysicaltherapy.org, or through the online message center (if applicable). You are solely responsible for any activity that occurs with respect to your User Account and UserID. While we take reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions are free from delay, error, interception, or interruption.
- (d) **RELIANCE BY COMPANY.** You authorize Company to rely on your UserID and password to identify you when you use the Online Service, and as signature authorization for any payment made using the Online Service. You acknowledge and agree that you are responsible for all payments you make using the Online Service and for paying any and all late charges or penalties. You also acknowledge and agree that if you permit another person or persons to use the Online Service or give them your UserID and/or password, you are responsible for any payment that person makes to your Account, even if the person exceeds your authorization. You agree that Company may comply with the Payment Instructions entered by any person using your UserID and password, subject to the terms set forth more fully below in the Unauthorized Payments section of this Agreement.
- (e) **SECURITY.** Company is committed to protecting the security and confidentiality of information about you and your Account and User Account.

(f) **ELECTRONIC COMMUNICATION.**

- (i) **Email and Online Message Center.** When you enroll in the Online Service, you must designate a primary email address that will be used for receiving electronic communication. To the extent that Company maintains an online message center now or in the future, such exchange of communications shall be considered an electronic communication and may be utilized by Company for providing you notices pursuant to this Agreement, as required by applicable law (as permitted) or generally regarding your Account(s) with Company. Company will NEVER send you email requesting confidential information such as Account numbers, usernames, or passwords and you should NEVER respond to any email requesting such information. If you receive such an email purportedly from Company, do not respond to the email and notify Company by calling +1 (219) 661-8008 or forwarding it to info@alphaphysicaltherapy.org.
- (ii) **Usage of Electronic Communication.** By your enrollment in the Online Service, you agree to receive this Agreement and any disclosures or notices required by applicable law and all other communications electronically to the email address you designate in your account profile. You also agree that Company may respond to any communication you send to Company with an electronic communication, regardless of whether your original communication with Company was an electronic communication. To the extent permissible under applicable law, any electronic communication you send to Company will not be effective until Company has had a reasonable opportunity to act on the electronic communication. You should not rely on electronic communication if you need to communicate with Company immediately and, in no event, should your sole method of communication with Company regarding any emergency be by electronic communication. Company strongly suggests that you report all matters requiring immediate attention to Company by calling +1 (219) 661-8008. Company may require you to provide written confirmation of any verbal/electronic notice of alleged error by Company.

(g) **PAYMENTS.** You authorize Company to debit your Payment Account and remit funds on your behalf to the Payee. When Company receives a Payment Instruction, you have authorized Company to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Payment Due Date as designated by you. You also authorize Company to credit your Payment Account for payments returned to you. Once initiated you may not stop or edit a bill payment.

(h) **DISCLOSURE OF ACCOUNT INFORMATION.** Company will not disclose any information to third parties about you, including email addresses, or your Account, except in the situations described below or as otherwise set forth in Company's Privacy Policy located at alphaphysicaltherapy.net/privacy. We will disclose such information:

- where disclosure is necessary for completing payments, or to resolve a problem related to a payment;
- to verify the condition and existence of your Account for a third party, such as a credit bureau or merchant;
- to persons authorized by law in the course of their official duties;
- to a consumer reporting agency as defined by applicable law;
- to comply with a government agency or court order, such as a subpoena;
- to Company officers, employees, third-party agencies, service providers, contractors, advisors, representatives, and agents; or
- if you give Company permission.

(i) **INSUFFICIENT FUNDS TO COMPLETE BILL PAYMENT.** You must have sufficient available funds in your Payment Account on the Payment Due Date. If your Payment Account has insufficient funds, the Bill Payment will not be completed. Should a Bill Payment fail because of insufficient funds in your Payment Account, an amount equal to Company's Returned Payment Fee then in effect will be applied to your Account.

(j) **COMPANY'S LIABILITY FOR FAILURE TO COMPLETE BILL PAYMENTS.** Company will not be liable in the following situations:

- You did not properly follow the provisions of this Agreement, the online instructions for the Online Service, or other payment instructions;
- Through no fault of Company's, you have insufficient funds in your Payment Account to make a payment;
- Your computer, the software, phone lines, Company's computer system, or the Online Service were not working properly or were temporarily unavailable, and this problem was or reasonably should have been apparent to you when you attempted the payment or you were advised by the Online Service of the malfunction before you executed the payment;
- Circumstances beyond our control prevented the payment, despite reasonable precautions that we have taken, including telecommunications outages, fires, floods, or other natural disasters;
- Company has reasonable basis to believe that unauthorized use of your UserID, password, or User Account or Account has occurred or is occurring;
- Company or you has terminated your Online Service or closed your Account to which the UserID was linked;
- You have supplied your login information to another party; or
- For any other reason specified in this Agreement or any other agreement Company has with you.

- (k) **ACCURATE INFORMATION.** In creating and using your User Account on the Site, you agree to: (i) provide true, accurate, current, and complete information about yourself on any registration form required on the Site (such information being the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Company has the right to suspend or terminate your User Account and refuse any and all current or future use of your User Account.
- (l) **TERMINATION OF ACCOUNT.** Company reserves the right to terminate your use of the Online Service for any reason including inactivity and at any time without notice to you. Any termination of your use of the Online Service, whether initiated by you or by Company, will not affect any of your or Company's rights and obligations under this Agreement that have arisen before the effective date of such termination.
- (m) **RELATED AGREEMENTS.** Your Account linked to the Online Service will also be governed by the agreements, disclosures, Company's tariffs in your area, and other documents provided to you in connection with the opening of your Account, as they may be amended periodically. If any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of inconsistency.
- (n) **ERRORS OR QUESTIONS ABOUT BILL PAYMENTS.** In case of errors or questions about Bill Payments, you should notify Company at once by calling +1 (219) 661-8008, by email at info@alphaphysicaltherapy.org, or through the online message center (if applicable).

Ownership of Intellectual Property.

All content included on the Site is and shall continue to be the property of the Company or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use, or publication by you of any such content or any part of the Site is prohibited, except that a third party may link generally to the Site and except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of the Site. If you believe that any content on the Site violates any intellectual property right of yours, please contact Company at the email set forth below.

Third-Party Content.

The Company may provide hyperlinks to other websites maintained by third parties, or the Company may provide third-party content on the Site by framing or other methods. THE LINKS TO THIRD PARTY WEBSITES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT ON ANY LINKED WEBSITE IS NOT UNDER THE COMPANY'S CONTROL AND THE COMPANY IS NOT RESPONSIBLE FOR THE CONTENT OF LINKED WEBSITES. If we link to a third-party site, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture, or partnership by or with the Company.

DISCLAIMERS – The Site is for Convenience and Information Only.

The use of the Site is at your absolute and sole risk. The Site and any content, product, or service provided through the Site, which includes the Online Service, is provided on an “as is” and “as available” basis. ALPHAPHYSICALTHERAPY.NET AND COMPANY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALPHAPHYSICALTHERAPY.NET AND COMPANY MAKE NO WARRANTY OR REPRESENTATION THAT THE SITE, AND ANY CONTENT, PRODUCT, OR SERVICE, OR RESULTS OF USING THE SITE AND ANY CONTENT, PRODUCT, OR SERVICE, WILL: (A) MEET YOUR EXPECTATIONS AND/OR REQUIREMENTS, OR (B) BE ACCURATE, COMPLETE, CURRENT, UP-TO-DATE, UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, NON-INFRINGEMENT, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT SUCH DEFECTS SHALL BE CORRECTED.

No content or advice, whether oral or written, obtained by you from or through alphaphysicaltherapy.net shall create a warranty not expressly stated in this Agreement.

The content contained on the Site is provided as an information resource only and is not intended to be a substitute for any diagnostic or treatment purposes and/or other medical tools and services you may need. You should consult Alpha Physical Therapy or with another qualified health care provider, especially if you are pregnant, nursing, under 18 years of age, have existing health concerns, and/or are taking medications.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, YOU REMAIN SOLELY RESPONSIBLE FOR YOUR USE OF OR RELIANCE ON THE SITE OR ANY CONTENT ON THE SITE.

Assumption of Risk.

You acknowledge that you take full responsibility for your life and well-being, as well as that of your family and children (where applicable). As such, you agree that the Company is not and will not be liable or responsible for any actions or inactions, or for any direct or indirect result of any content, products, and/or services provided by the Company. You expressly assume the risks of the Company’s content, products, and services, including the risks inherent in making lifestyle changes, such as physical injuries as a result of physical activities or exceeding your physical limitations. You release the Company from any and all liability, damages, causes of action, allegations, suits, sums of money, claims, and demands whatsoever, in law or equity, which you ever had, now have, or will have in the future against the Company, arising from the your past or future participation in, or otherwise with respect to, the Site. By using the Site, you accept full responsibility for your choices, actions, and results, and expressly assume the risks of the Site for your use, or non-use, of the information provided to you. You also understand that you are expressly assuming all of the risks of undertaking the services, whether or not such risks were created or exacerbated by the content, products, and/or services thereby.

Limitation of Liability.

UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnification.

YOU AGREE TO INDEMNIFY AND HOLD ALPHAPHYSICALTHERAPY.NET, THE COMPANY, AND THEIR AFFILIATES, PARTNERS, OWNERS, SHAREHOLDERS, MEMBERS, DIRECTORS, MANAGERS OFFICERS, EMPLOYEES, LICENSORS, LICENSEES, CONTENT/SERVICE PROVIDERS, CONTRACTORS, ADVISORS, REPRESENTATIVES, AND AGENTS (THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL RESULTING LOSS, LIABILITIES, CLAIMS, DEMANDS, SUITS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, EXPENSES, AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES OR THOSE BROUGHT BY A THIRD-PARTY) OF THE INDEMNIFIED PARTIES, ARISING OUT OF OR WITH RESPECT TO, DIRECTLY OR INDIRECTLY, THE FOLLOWING, INCLUDING, WITHOUT LIMITATION: (A) YOUR VIOLATION OF ANY CONTRACT OR AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS AGREEMENT; (B) YOUR USE OF THE SITE AND THE RIGHTS GRANTED HEREUNDER; OR (C) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT.

Applicable Law; Jurisdiction.

You agree that the laws of the state of Indiana, without regard to conflicts of laws provisions will govern this Agreement and any dispute that may arise between you and the Company or its affiliates, partners, owners, shareholders, members, directors, managers, officers, employees, contractors, advisors, representatives, and agents. You agree to personal and exclusive jurisdiction by and venue in the state and federal courts of Lake County, Indiana. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE, ANY SERVICE PROVIDED, OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

Severability.

If any part of this Agreement is found to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. In addition, in such event the unenforceable or invalid provision shall be deemed to be modified to the extent necessary to (a) render it valid and enforceable and (b) give the fullest effect possible to the original intent of the provision.

Waiver.

The failure of the Site or the Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Site or Company must be expressly in writing and signed by an authorized representative of the Company.

Assignment.

This Agreement does not confer any third-party beneficiary rights. You may not assign or otherwise transfer this Agreement, in whole or in part, or any right granted hereunder, or delegate any of your responsibilities hereunder to any third party, without the Company's prior written consent. The Company may, at any time and in its sole discretion, freely assign this Agreement, in whole or in part, or delegate any of its rights and responsibilities hereunder to any third party. User Accounts and UserIDs are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the Site with his or her UserID and password.

Termination.

The Company may terminate this Agreement at any time, with or without notice, for any reason. alphaphysicaltherapy.net and the Company reserve the right at any time and from time to time to terminate, temporarily or permanently, the Site or any service provided by the Site (or any part or use thereof), which may include your User Account or right to access secured portions of the Site, with or without notice. You agree that alphaphysicaltherapy.net and the Company will not be liable to you or any third party for any change, suspension, discontinuance, or termination of the Site or any service.

Relationship of the Parties.

Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a patient, partner, joint venturer, employee, or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume, or create, in writing or otherwise, any warranty, liability, or other obligation of any kind, express or implied, in the name of or on behalf of the other.

Entire Agreement.

This Agreement constitutes your entire agreement with alphaphysicaltherapy.net and the Company governing the terms and conditions of your use of the Site, including, without limitation, the Online Service, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written. The headings/ captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions to which they appertain.

Questions?

If you have any questions regarding this Agreement, please contact us at info@alphaphysicaltherapy.org with attention to the President.