

www.movementforlife.com (the “Site”) is maintained as a service to our customers of Movement for Life, Inc. , a California corporation).By using this Site, you agree to comply with and be bound by the following terms and conditions of use (“Use Terms”). Please review the Use Terms. Review and consent is required for access to the Site.Our Use Terms may be modified at any time by Movement for Life upon posting modified terms. Modifications are effective immediately. You can view the most recent version of these terms at any time at www.movementforlife.com. Each use shall constitute and be deemed your unconditional acceptance of the Use Terms.

- 1. 1. Privacy.** To the extent required by law, Movement for Life will comply with all federal and state health care privacy and security laws regarding the security and safeguarding your personal information and personal health information. However, no computer or phone system is totally secure. Information governing your visit to our Site and our use of health and other personal information is provided in our Site Privacy Policy, available at: www.movementforlife.com, and

our HIPAA Notice of Privacy Practices available at www.movementforlife.com.

2. **2. Ownership.** All content included on this Site is and shall continue to be the property of Movement for Life, 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 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 this Site.
3. **3. Movement for Life Services.** Movement for Life is an online portal that allows you to address conditions that might benefit from the advice provided herein. In addition, Movement for Life offers the ability to consult with a physical therapy provider through teleMOVEMENT, P.C. (each a “Provider”), on proper exercise form via a live video consultation (a “Live Consult”). The Providers are independent professionals solely responsible for the information they provide to you. **Movement for Life does not practice medicine or any other licensed profession**

through the Live Consult. The Providers are solely responsible for the information they provide through the Live Consult, and for compliance with any and all requirements that may be applicable to their

professional license, and **UNDER NO**

CIRCUMSTANCES WILL MOVEMENT FOR LIFE BE LIABLE FOR ANY ADVICE YOU OBTAIN FROM A PROVIDER VIA THE LIVE CONSULT.

4. 4. Proprietary Algorithm and Questionnaire are Not Medical Advice.

a. THE INFORMATION AND EXERCISES PRODUCED THROUGH THE QUESTIONNAIRE AND PROPRIETARY ALGORITHM should NOT be considered medical advice or an endorsement, representation or warranty that any particular treatment, or exercise is safe, appropriate, or effective for you.

b. The questionnaire and proprietary algorithm section of the Site is designed for educational purposes only, and is not intended to replace consultation with a physician or physical therapist. You should not use this section of the Site to diagnose or treat a health problem or disease. The Site may

propose various exercises for you based off your responses to the questions. You should consult with a physician prior to beginning any exercise or exercise program. There is a risk of injury involved with any exercise activity, and while Movement for Life has tried to outline safe and effective exercise regimes, Movement for Life cannot prevent injuries from occurring. You should be healthy and familiar with the proper form, techniques, and preparation for the exercises you undertake and the equipment you use. Always use safe techniques and protective equipment when engaging in exercise. If you are unfamiliar with the proper and safe techniques and equipment for the exercises you intend to perform, please seek advice and assistance before performing them. A Provider can assist with this instruction through the Live Consult Feature. If you are in poor health, or are handicap, ask for the opinion of your physician or health care provider and exercise only under qualified supervision. Discontinue exercising if you experience any light headaches, dizziness, shortness of breath, or discomfort and consult your physician or other health care provider.

5. Minor Consent. These Use Terms require consent for use of the Site. Children under the age of consent (as defined by the

law of state where accessed) or who are not emancipated must have parental or guardian affirmative consent to use this Site.

6. Trademarks. Certain names, logos, and other materials on the Site (including Movement for Life and Movement For Life) are trademarks. Other product and company names and information on this Site may be trademarks of their respective owners.

7. Restrictions on Site Use.

a. Movement for Life grants you a limited, revocable, nonexclusive license to use this Site solely for your own personal, non-commercial 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.

b. The use of this website is at the discretion of Movement for Life and Movement for Life may terminate your use of this website at any time.

c. In the event you are no longer employed or receive services from your employer, health plan, or sponsoring organization, your account may be terminated without notice.

d. It is not possible for a user to delete his or her profile from Movement for Life's database, nor is it feasible to delete all traces of a user's activity in the system. However, you may access your information and update or modify the information in accordance with the Site Privacy Policy and our Notice of Privacy Practices.

e. Please do not send or direct personal medical questions to Movement for Life through the Site. Any such information should be directed to a Provider through the Live Consult feature, or to your personal physician or health care provider. With respect to other communications to Movement for Life or its affiliates, Movement for Life does not guarantee that it will respond to all inquiries.

f. You may NOT share your password or account with others or to any third party, and you must notify Movement for Life immediately of any known or suspected unauthorized use of your account, or any known or suspected breach of security, including but not limited to loss, theft or unauthorized disclosure of your password.

g. The Provider may determine that your condition cannot be properly treated through Telehealth, in which case you would not be treated through a Live Consult.

8. User Responsibilities. You are responsible for: (a) deciding whether to follow the advice offered by Movement for Life or a Provider; (b) providing Movement for Life and the Providers with accurate information; and (c) notifying your primary physician or health care provider of your participation in the Movement for Life programs.

9. Email Communications. You acknowledge and agree that the email address you provide during registration will be the email address Movement for Life will use for all Site-related communications with you. You hereby consent to Movement for Life's use of your email address for all Site-related communications.

10. Compliance with Laws. You agree to comply with all applicable laws regarding your use of the Site. You further agree that information provided by you is truthful and accurate to the best of your knowledge. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account at Movement for Life's sole and absolute discretion.

11. Indemnification. You agree to indemnify, defend and hold Movement for Life and our partners, employees, and affiliates, providers, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of these Use Terms or use of the Site, any claim brought due to your act or omission, including misuse of the Site.

12. Disclaimer; Limitation of Liability.

a. THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. MOVEMENT FOR LIFE DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

b. Movement for Life is not responsible or liable for any injury that may result from improper use of its training programs.

Movement for Life assumes no liability or responsibility for damage or injury to persons or property arising from any use of any product, information, idea, or instruction contained in the materials provided to you. **BY USING THIS SITE, YOU AGREE TO ACCEPT ALL RISKS ASSOCIATED WITH THE PROGRAMS DESCRIBED HEREIN AND THAT YOU WILL NOT HOLD MOVEMENT FOR LIFE LIABLE OR RESPONSIBLE FOR ANY INJURY THAT MAY OCCUR.**

c. UNDER NO CIRCUMSTANCES WILL MOVEMENT FOR LIFE 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 REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

d. You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If

these laws apply to you, the exclusions or limitations in Use Terms that directly conflict with such laws may not apply to you. e. This Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. Movement for Life therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

13. Limitation on Action. Any claim or cause of action arising out of your use of this Site or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or it shall be forever barred, regardless any statute of limitations or other law to the contrary.

14. Use of Information. Movement for Life reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Site Privacy Policy and Notice of Privacy Practices.

15. Wellness Program Compliance. Employers, health plans, or sponsoring organizations that offer wellness programs must comply with certain laws and regulations when providing such

programs, including various participation, anti-discrimination, and notice requirements. Wellness programs can be considered either “participatory,” (i.e., generally available to all similarly-situated individuals; any reward offered is not contingent on meeting a certain standards, etc.) or “contingent” (i.e., participants are required to perform a certain activity or meet a certain standard in order to qualify for a reward). Movement for Life’s services may be part of a wellness program offered by your employer, health plan, or sponsoring organization, but your employer, health plan, or sponsoring organization is solely responsible for ensuring that their wellness program, and your participation in Movement for Life’s services, complies with any applicable wellness program law. Your employer, health plan, or sponsoring organization is also responsible for evaluating whether a component of their wellness program is a taxable or non-taxable benefit. If you have any questions about this Section, please contact your employer, health plan, or sponsoring organization directly.

16. Copyrights and Copyright Agent. If you believe your work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information Movement for Life at the contact listed

below: (a) a description of the alleged copyrighted work and its location on the Site; (b) your contact information; and (c) proof that you are the copyright owner or authorized to act on the copyright owner's behalf.

17. Personal Computer Systems. We do not warrant that the Site, its content or any other material accessible from this website including our online services is free from computer viruses or any other defect or error which may affect your software or systems. You should protect your software and systems by installing and implementing your own security and system checks. We are not liable for any loss or damage to your system which occurs in connection with our website or online services.

18. Third-Party Sites. The Site may include or provide links to third party websites. **MOVEMENT FOR LIFE DOES NOT INVESTIGATE THE CONTENT OF SUCH SITES, AND DOES NOT ENDORSE, WARRANT, GUARANTEE, OR RECOMMEND THE ACCURACY OF SUCH INFORMATION, AND IS NOT LIABLE FOR ANY INFORMATION, SOFTWARE, OR LINKS FOUND AT ANY OTHER WEBSITE, INTERNET LOCATION, OR SOURCE OF INFORMATION, NOR FOR**

YOUR USE OF SUCH INFORMATION, NOR FOR THE ACTS OR OMISSIONS OF ANY SUCH WEBSITE OR THEIR RESPECTIVE OPERATORS.

19. Applicable Law. You agree that the laws of the State of California, without regard to conflicts of laws provisions will govern these Terms and Condition of Use and any dispute that may arise between you and Movement for Life or its affiliates. You acknowledge and agree that the exclusive jurisdiction and venue for any claims will be the appropriate state or federal court with jurisdiction over San Luis Obispo County, California, and expressly consent to the exercise of jurisdiction by such courts.

20. Severability. If any provision of these Use Terms are held by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

21. Termination. Movement for Life may terminate this Agreement at any time, with or without notice, for any reason.

22. How to Contact Us: Movement for Life, 1106 Walnut Street #110, San Luis Obispo, CA. 93401. Any notice sent to Movement for Life shall be given in writing and sent by certified and registered mail to the address listed above.

23. Acknowledgement. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH ABOVE ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND TO THEM IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY. BY USING THIS SITE OR ANY SERVICES OFFERED ON THIS SITE, YOU ACKNOWLEDGE AND CONFIRM THAT: (I) YOU HAVE READ AND UNDERSTAND ALL OF THE ABOVE AGREEMENT, TERMS, POLICIES, PROVISIONS, DISCLOSURES AND DISCLAIMERS; (II) THAT THESE USE TERMS HAS THE SAME FORCE AND EFFECT AS A SIGNED, WRITTEN AGREEMENT; AND (III) THAT YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS OF THESE USE TERMS