

## OncoPelvic PT, LLC Terms and Conditions

**TERMS AND CONDITIONS:** Your purchase, enrollment in and use of products, services and events (collectively “Program”) offered by OncoPelvic PT, LLC (“OncoPelvic”) hosted on oncopelvicpt.com and/or oncopelvic.podia.com, its respective subdomains, and third party hosting platforms (the “Site(s)”), are subject to these terms and conditions (“Terms”). If You purchase or enroll in the Program for use by another (for example, a parent purchasing for a child) these Terms govern both You and other(s) who use the Program you purchase (collectively, “You”). You agree to be bound by the Terms, which is an agreement between OncoPelvic and You (the “Agreement”).

**Children:** Children under the age of 13 are not permitted to enroll in the Program. Individuals aged 13-17 must have a parent or guardian purchase the Program for them.

**Program Fees:** The purchase of all materials, products, Programs, and services provided by OncoPelvic will be paid in full at the time of purchase or through a pre-determined payment plan set forth by OncoPelvic. We use a third-party payment processor to bill you. If payments are not complete in the pre-defined time frame, your registration for the course will be forfeited and no prior payments will be refunded.

**Data Privacy:** You agree to OncoPelvic’s privacy policy which may be reviewed at [Privacy Policy](#). Some Programs offered through affiliation and contract with trusted partners (“Affiliated Programs”) have additional privacy policies for your review of how they use your data and request your consent when interacting with the Sites. By enrolling in Affiliated Programs, You agree that OncoPelvic may share your Personal Data, usage and performance data reports with these affiliated, trusted partners.

**Refunds:** Individual courses less than 2 (two) hours and all e-guides are non-refundable. Courses over 2 (two) hours are eligible for a refund within 48 hours of purchase, provided the course has not been accessed beyond the Introduction Module. Once the course has been accessed beyond the Introduction Module, it is non-refundable. Approved refunds will be issued minus the original payment processing fee. No certificate of completion will be provided if a course is refunded. If you would like a refund, please email us at [hello@oncopelvicpt.com](mailto:hello@oncopelvicpt.com). An in-person or synchronous online course participant may cancel their course registration for a full refund provided the cancellation is at least 7 (seven) days prior to the course, minus a \$75 administration fee, with no exceptions. If the participant cancels an in-person or synchronous online course within 7 (seven) days prior to the course, no refund is provided, with no exceptions, however, the course participant can request to transfer their in-person or synchronous online course to a different date if they wish and if the course is available. If the course participant wishes to transfer their course to a different date, the request must be submitted within 30 (thirty) days from the date of cancelling their registration, and the new course date must be within 1 (one) year of the original in-person or synchronous online course date. All in-person and online synchronous course cancellation requests must be submitted to [hello@oncopelvicpt.com](mailto:hello@oncopelvicpt.com). No certificate of course completion will be provided if a course is refunded.

**Intellectual Property:** All content and functionality in this Site and in our Programs, including text, graphics, logos, icons, images, books, questions, explanations, diagrams, animations, audio, and videos and the selection and arrangement thereof, in addition to any concepts, know-how, tools, frameworks, software, applications or other technology, programs, algorithms, models, processes, and industry perspectives underlying or embedded in the foregoing, along with any enhancements to or derivative works (collectively, the “Content”) are owned by OncoPelvic or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Subject to your compliance with these terms, OncoPelvic grants you a personal, non-exclusive, non-transferable, revocable license to access and use the Site or, if applicable, the Programs only for your own personal, non-commercial use. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, re-publish, download, store or transmit any of the material on the Site, Programs or Content, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Site, Programs or Content.
- Resell, share, distribute, download, record, screenshot, copy, lease, transfer or commercially use the Site, Programs or Content.
- Create or attempt to create a substitute or similar service or product through the use of or access to the Site, Programs, Content or any proprietary information.
- Delete, deface or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Site, Programs or Content.
- Decompile, scrape, disassemble, reverse-engineer or otherwise attempt to steal the software code of the Site, Programs or Content.

Any use of the Site, Programs or Content not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

**Trademarks:** The Site, Programs and Content feature logos, company names, product names, service names, designs, slogans and other trademarks and service marks (collectively, the “Marks”) that are registered and unregistered Marks of OncoPelvic, its direct or indirect subsidiaries, licensors, or third party providers. All of these Marks are the property of their respective owners. Nothing contained in the Site, Programs or Content should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Mark without written permission of OncoPelvic or any such third party that may own a Mark displayed on the Site, Programs or Content. OncoPelvic reserves all rights not expressly granted in and to the Site, Programs and Content.

**Third Party Sellers:** Some of the products advertised on the Site(s) are sold by third-parties, including other OncoPelvic affiliates (“Third-Party Sellers”). OncoPelvic is not liable or responsible for products and services purchased from Third-Party Sellers (“Third-Party Products”) or for the acts or omissions of Third-Party Sellers. Third-Party Sellers are solely responsible for information on the Site(s) about their Third-Party Products (“Third-Party Product Listings”) and OncoPelvic makes no representation about Third-Party Listings or Third-Party Products. OncoPelvic does not endorse or vouch for Third-Party Sellers or Third-Party Products. If you visit a Third-Party Seller’s website or purchase or use Third-Party Products you do so at your own risk. Refunds from OncoPelvic are not available for Third-Party Products. [OncoPelvic’s Privacy Policy](#) applies only to information collected by OncoPelvic.

**Links to Third-Party Sites.** The Program may provide links from the Site to third-party websites and third-party web sites may link to the Site (“Linked Sites”). If You use these links, You will leave the Site. OncoPelvic provides these links to You as a convenience to deliver services and Program Content. OncoPelvic does not

make any representations or take responsibility for such third-party sites, including, without limitation, the accuracy or quality of their content, services, data collected, advertising, and activities conducted on or through such third-party sites. If You decide to access any of the third-party websites linked to from the Site, You must follow the privacy policies and terms and conditions for those third-party websites. YOU AGREE THAT ONCOPELVIC WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

**User Content:** If You submit comments, reviews, testimonials, photos and other content to us (“User Content”) through Site(s), social media communities, survey responses, email or otherwise, You grant us an irrevocable, royalty-free, perpetual, transferable, license to use, modify, create derivative works from, publish, display and sublicense User Content, in whole or in part, in any format and on any platform either now known or hereinafter invented, and to associate User Content with your name and/or likeness. You are solely responsible for your User Content. You represent that You have the right to submit User Content to us and the right to grant us the license described above. You warrant that User Content, and our use thereof, does not and will not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party or individual.

**Copyright.** OncoPelvic is committed to complying with copyright and related laws and requires all users of the Site to comply with these laws. Accordingly, you may not store any material or content or use or disseminate any material or content through the Site in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by copyright law. Pursuant to 17 USC. § 512 as amended by Title II of the Digital Millennium Copyright Act (the “DMCA”), we have instituted procedures to receive written notification of claimed infringements and to process such claims in accordance with the DMCA.

The Notice of Infringement contains requested information that substantially complies with the safe harbor provisions of the Digital Millennium Copyright Act, 17 USC. § 512(c)(3)(A), providing that to be effective under this subsection, a notification of claimed infringement must be a written communication provided to the designated agent of a service provider that includes substantially the following:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works at the Sites.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.

Information reasonably sufficient to permit the service provider to contact the complaining party such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.

A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notification from a copyright owner or from a person authorized to act on behalf of the copyright owner that fails to comply substantially with the provisions above shall not be considered as providing actual knowledge or an awareness of facts or circumstances from which infringing activity is apparent.

**User Account/Passwords:** As a user on this website, you may be asked to register with us and provide private information such as a password. You are responsible to ensure the accuracy of this information, and you are responsible for maintaining the confidentiality and security of your password and other private and identifying information. You agree not to disclose your password to any third party. You are also responsible for all activities that occur under your account or password. The sharing of user login information to the website is not allowed.

If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address it accordingly.

We reserve all rights to terminate accounts, edit or remove content and cancel orders in their sole discretion.

**Mobile Devices:** Programs may offer Content and features that are available via a mobile device. Standard messaging, data and other fees may be charged by your carrier. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

**Class Schedule and Location Changes:** Class schedules and locations of Programs are subject to change and/or cancellation. OncoPelvic will notify You of any changes or cancellations. If an alternative OncoPelvic Program does not meet your needs, OncoPelvic will provide a full refund.

**Program Changes:** OncoPelvic frequently updates, revised and modified Programs, including Program Content, features and services ("Program Changes"). OncoPelvic reserves the right to make changes to Program Changes at any time, subject to such changes not materially degrading the Program.

**Technical Requirements:** You will be responsible for meeting and maintaining the minimum technical requirements for your selected purchase in order to access certain features of your Program. Access to Programs may require internet access, for which OncoPelvic is not responsible. Access to digital publications may require setting up an account on a third party site.

**Code of Conduct:** OncoPelvic may remove from Programs individuals whom OncoPelvic deems in its sole and absolute discretion to be disruptive to the learning environment, dangerous to other individuals or faculty, have failed to comply with health and safety policies, repeatedly violate OncoPelvic policies, have acted in a manner that shows lack of dignity and respect for any other individual associated with the Programs or OncoPelvic, have violated any intellectual property rights of OncoPelvic or others, or have engaged in other misconduct, such as violating confidentiality. Individuals removed from Programs for violations of the Code of Conduct are not eligible for refunds or eligible to purchase other Programs.

**Guidelines for Programs:** You must follow proper behavior when participating in the Program and engaging with other individuals associated with the Program, as applicable:

1. **Do Not Record.** You cannot take photos or videos of others, or the presentation, without permission. You cannot share or post pictures or videos of others without their knowledge or permission.
2. **Be Professional.** Dress with clothes appropriate for class. You are responsible for your screen name, computer screen and background displayed to others. You may not display any offensive or inappropriate material on your person or your screen
3. **Be Respectful and Kind.** Ask appropriate questions, and be willing to listen to others and engage in the learning process. Do not dominate other individuals' opportunity to learn by asking too many questions. When asking questions and making comments, keep them related to the discussion at hand.
4. **Be Prepared to Learn.** Arrive to class on time and come to class prepared. Refrain from checking any other websites (social media, gaming, etc.) or messages during class.
5. **Eliminate Distractions.** Mute yourself until you are called on to speak. Turn mobile phones off. Choose a location that will not cause distraction for you or others who will view your screen or hear your background noise during class.

At the completion of OncoPelvic courses, you will receive a certificate of completion. Continuing Education Credits are provided, when available, upon at least 75% proficiency in the course assessment.

OncoPelvic does not offer any guarantees or promises with regard to our courses, course materials, or website information.

**Disclaimer and Limitation of Liability:** PROGRAMS ARE PROVIDED "AS IS" AND ONCOPELVIC DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. IN NO EVENT SHALL ONCOPELVIC BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, EVEN IF ONCOPELVIC HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ONCOPELVIC'S TOTAL LIABILITY TO YOU EXCEED THE AMOUNTS PAID BY YOU FOR YOUR PROGRAM.

The content from OncoPelvic is not medical advice or a treatment plan and does not replace the care of a healthcare professional. Do not use this content to self-diagnose or self-treat any health, medical, or physical condition. The content of OncoPelvic is in no way to be construed as medical advice and is intended for general education and demonstration purposes only. The exercises and education from OncoPelvic may not be suitable or appropriate for your specific situation or for others. It is important to get approval and guidance from a healthcare provider before doing anything contained or learned from the Programs. OncoPelvic cannot guarantee the outcome of its Programs or the content therein. Furthermore, you agree not to rely upon any recommendations, testimonials, comments or reviews on the company's website, social media, or other electronic or physical forms of communications.

**Release, Waiver and promise Not to Sue:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, You, for Yourself, Your heirs, executors, administrators, and assigns hereby release, discharge, waive and relinquish any and all actions, causes of action, claims and/or demands against OncoPelvic for personal injury, property damage or loss to Yourself, INCLUDING ANY SUCH INJURIES, LOSSES OR DAMAGES AS A RESULT OF CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTIVE AND/OR PASSIVE NEGLIGENCE OF ONCOPELVIC OR OTHERWISE, INCLUDING ANY CLAIMS RELATING TO ONCOPELVIC'S PROVISION OF NEGLIGENT MEDICAL ADVICE. You further release and waive any and all actions, causes of action, claims and/or demands against OncoPelvic for litigation expenses, attorney fees and court costs, including those in bankruptcy cases or proceedings. You further agree that will not initiate legal action or arbitration of any type against OncoPelvic for any claim or asserted claim arising from Your participation in any of the Programs.

**Indemnification and Hold harmless:** You further agree that if anyone on Your behalf makes a claim against OncoPelvic, You SHALL INDEMNIFY AND HOLD HARMLESS OncoPelvic from any and all liabilities or claims made, WHETHER CAUSED BY THE ONCOPELVIC'S NEGLIGENCE OR OTHERWISE, and from any litigation expenses, attorney fees, loss, liability, damage, or court costs, including those in bankruptcy cases or proceedings, which OncoPelvic may incur as the result of such claim.

**Tax:** Purchases may be subject to taxes. Tax rates are different from state to state. You are responsible for paying all such taxes.

**Governing Law and Submission to Jurisdiction:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the state or federal courts in Jacksonville or Duval County, Florida, and each party irrevocably: (a) submits to the exclusive jurisdiction of such courts; and (b) waives any objection to such courts based on venue or inconvenience. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

**Waiver of Jury Trial:** EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. WE ALSO BOTH AGREE THAT YOU OR ONCOPELVIC MAY BRING SUIT IN COURT TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS.

#### **Miscellaneous:**

**Review of this Agreement; Advice of Counsel:** Each party hereto confirms that such party has had the opportunity to read, review and consider all of the provisions of this Agreement, and to discuss this Agreement with whomever such party desired, including lawyers of such party's own choosing, and if such party has not consulted with a lawyer, such party acknowledges having had the opportunity to have done so and that such party chose voluntarily and knowingly not to consult with a lawyer, with respect to this Agreement and all matters related thereto. The parties each confirm that they understand the provisions of this Agreement and its final and binding effect on them and that they are entering into this Agreement freely, voluntarily, and without duress or coercion.

**Severability:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Waiver:** No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this

Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Assignment:** You may not assign this Agreement. However, OncoPelvic may assign this Agreement and its rights hereunder without prior notice to you.

**No Third-Party Beneficiaries:** This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

**Force Majeure:** In no event shall OncoPelvic be liable to Client, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement if and to the extent such failure or delay is caused by any circumstances beyond OncoPelvic's reasonable control, including but not limited to acts of God, natural disaster, flood, fire, earthquake, hurricane, explosion, war, terrorism, invasion, riot or other civil unrest, pandemic, epidemic, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

**Headings:** The headings of the sections of this Agreement are inserted for reference only and shall not constitute a part hereof or affect in any way the meaning of this Agreement. The headings are not intended as a re-statement of the matters contained under each heading, and you acknowledge that you have read and understand all the text of this Agreement, and not just the headings.

**Strict Construction:** The language used in this Agreement shall be deemed to be in the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied.

**Legal Fees:** In the event of a dispute arising out of this Agreement, each party shall be responsible for all costs and expenses, including reasonable legal fees, incurred by such party.

**Amendment and Modification; Periodic Updates:** OncoPelvic reserves the right, at its sole discretion, to update, change, or replace any part of this Agreement by posting updates and changes to its website. It is Client's responsibility to check OncoPelvic's website periodically for changes. Client's continued use of the Programs or OncoPelvic's services following the posting of any changes to this Agreement constitutes acceptance of those changes.

**Subpoenas:** Nothing in this Agreement prevents OncoPelvic from disclosing Client Data to the extent required by law, subpoenas, or court orders, but OncoPelvic will use commercially reasonable efforts to notify Client where permitted to do so.

**Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one and the same instrument. A reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by electronic transmission pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery will be considered valid, binding, and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

**Sole Remedy:** THIS AGREEMENT SETS FORTH YOUR SOLE REMEDIES AND ONCOPELVIC'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS.

**Further Assurances:** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments, and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

**Entire Agreement:** This Agreement benefits solely the parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any Third-Party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This constitutes the sole and entire contract between you and OncoPelvic and supersedes all prior and contemporaneous contracts, representations, and warranties, both written and oral.

**Contact:** All comments, queries and requests relating to these Terms and Conditions are welcomed and should be addressed as follows:

By mail: OncoPelvic PT LLC, 3832 Baymeadows Road, Suite 10 # 179, Jacksonville, FL 32217

By email: [oncopicpt@gmail.com](mailto:oncopicpt@gmail.com)