

TERMS OF SERVICE

1. GENERAL

We agree to provide the physio therapy services to you on the terms set out in this Agreement. This document represents the entire understanding between the Parties, and - except for those terms implied by law and which cannot be excluded and any other terms specifically incorporated by reference - no other terms apply.

2. CONSENT

You signify your consent to this Agreement by purchasing any therapy services from the web site. We do alter this Agreement from time to time, and you must review this document before each purchase.

If you are under 18 years of age, you must provide us with the written consent of your parent or guardian, who must also agree to -

- be bound by this Agreement;
- provide proper supervision in relation to the provision of information to us; and
- provide proper supervision in relation to your use of our physio therapy services

3. PURPOSE AND NATURE OF OUR PHYSIO THERAPY SERVICES

You acknowledge that -

- no online service is a perfect substitute for an "in person" consultation with a physio therapist; and
- we are unable to guarantee that our treatments will result in a cure of your particular complaint or condition. We recommend treatments that we believe are likely (based upon our experience and training) to be effective, but we cannot guarantee results.

4. SUITABILITY OF OUR PHYSIO THERAPY SERVICES

It may become obvious to us that our physio therapy services are not suitable for you. In these circumstances, we will not provide physio therapy services to you. Instead, we will refund to you any money paid, and will suggest an alternative course of action.

5. PROVISION OF INFORMATION BY YOU

You acknowledge that in delivering our physiotherapy services, we are completely reliant upon the information that you provide us. In this regard, you agree to provide us with:

- accurate and complete information in response to our online questionnaires and any follow up questions which we ask of you; and
- any information which could reasonably be expected to be relevant to your condition or treatment.

6. PROVISION OF ADVICE BY US

We agree to provide you with a written document containing your treatment program or other requested information by email within two business days.

7. USING OUR PHYSIO/PHYSICAL THERAPY SERVICES

a. Full understanding required: You must not implement our treatment program or act on any advice unless you fully understand it. Please ask any questions before implementing any treatment program or acting on any advice provided by us.

b. Cessation: You must immediately cease using our treatment program and cease acting upon any advice given by us if you experience any pain or discomfort. In these circumstances, you must contact us as soon as possible.

c. Third persons: You must not provide our treatment program to any other person. We assume no duty of care in relation to any third persons.

8. LIABILITY

a. Statutory Terms: The laws in force in Michigan and the United States imply certain terms into contracts between consumers and businesses. These include warranties that our services are to be delivered with due care and skill, and that they are reasonably fit for the purposes for which they are intended. Such terms form part of this Agreement, and no part of this Agreement is intended to exclude, restrict or modify those terms or our liability to you for breach of those terms.

b. Exclusion: Subject to sub-clause (a) above and our obligation under any law not to exclude or restrict our liability to you, we exclude all liability to you which is related in any way to your use of our physiotherapy services -

1. of whatever nature (whether any indirect, incidental, special or consequential loss or damage or otherwise, including loss of business or other profits); and
2. however arising (whether through the law of negligence or tort generally, breach of contract, breach of statutory duty or otherwise).

c. Limitation: Where liability cannot be excluded under sub-clause (b) above, any liability incurred by us in relation to our physio therapy services is limited to \$1,000 unless we specifically agree an alternative amount with you. We would be prepared to agree to increase the cap on our liability in return for you paying a higher fee for our physio therapy services.

9. PRIVACY

The Privacy Policy located here forms part of this Agreement.

10. GOVERNING LAW

This Agreement is governed by the laws in force in the State of Michigan, and you submit to the jurisdiction of the courts in that State.

11. DEFINITIONS

In this document and the documents incorporated by reference, the following terms have the following meanings unless the context clearly requires otherwise:

"Agreement" means the terms and conditions of purchasing our physiotherapy services as set out in this document and the documents incorporated by reference;

"Business Days" means any day other than a Saturday or a Sunday or a day declared a national or public holiday;

"Phoenix Physio" means us;

"Physio therapy services" means any physio therapy or health-related services provided by us in return for a fee including any assessment, diagnosis, advice or treatment program; and

"Website" means the web site located at the domain "PhoenixPT.info" and on all sub-domains, folders and sub-folders on this domain.

12. INTERPRETATION

In this document, unless the context clearly requires otherwise:

1. The terms "we", "us" and "our" are references to are provided via this web site, which is owned and operated by Phoenix Physio, our successors and assignees;
2. Words defined in the singular have the corresponding meaning in the plural;
3. Reference to a "person" includes a reference to a corporation, association or other entity;
4. Reference to a "written request" means a request submitted to us by email, by post, by fax or using the "Contact" form on the Website;
5. Reference to the "Parties" means both you and us; and
6. All monetary amounts are expressed in US dollars.

TERMS OF USE

1. GENERAL

This document sets out the terms of use of this Website, which is owned and operated by Blade Rohloff, trading as Phoenix Physio. It incorporates the following document by reference: [Privacy Policy](#)

In addition, if you pay for information or advice from us (including in the form of a treatment program), your relationship with us will also be governed by the Terms of Service which will override this document to the extent of any inconsistency.

2. CONSENT

You signify your consent to these Terms by using this Website. We may alter these Terms by making changes to this web page at our discretion and without notice. By continuing to use this Website you accept these Terms as they apply from time to time.

3. PURPOSE AND NATURE OF FREE CONTENT

a. Not personal treatment: Our free content is intended as general information only. It is not intended to be comprehensive, and must not be relied upon as a substitute for "in person" physio therapy or other medical treatment. You should organize a personal consultation with a suitably qualified medical professional before acting or relying on any free content.

b. No guarantee of currency: We attempt to ensure that our free content is current and based on the latest research and industry practice as at the date of initial publication, but we do not guarantee its currency.

4. OUR LEGAL RELATIONSHIP WITH YOU

- a. No duty of care: We do not assume any duty of care in relation to you or any other third party by providing the free content.
- b. No practitioner/client relationship: Mere use of this Website or free content is not intended to, and does not, create a practitioner-client relationship between you and us.

5. LIABILITY

To the maximum extent permitted by law, we exclude any liability to you for any loss, damage, claims or costs (whether indirect, incidental, special, consequential or otherwise), including those associated with;

- a. loss of business, income or profits;
 - b. pain and suffering;
 - c. the need to obtain medical treatment or rehabilitation or equipment;
- resulting from the use of this Website. To the maximum extent possible, this exclusion applies to liability, loss or damage arising under in tort, contract, negligence, under statute or otherwise.

Where liability cannot be excluded, any liability incurred by us in relation to the use of this Website or the free content is limited to the re-supply of the services or the free content.

6. TRADEMARK OWNERSHIP

Phoenix Physio is a trademark belonging to Arantzazu Cioce, and we reserve all rights with respect to that mark.

7. COPYRIGHT OWNERSHIP

All free content is subject to copyright. Where copyright for materials on this Website is not owned by us, it has been included on the Website under a licence from the owner or lawful licensee. Except as provided for by Clause 8, you must not use, copy or reproduce any free content (including graphics) in any way without our express written permission.

8. USE OF INFORMATION ON THIS WEBSITE

Subject to Clause 9, you are given a non-exclusive license, revocable at will, to copy and reproduce faithfully any blog post or part of any free content for personal use.

Subject to Clause 9, you are given a non-exclusive license, revocable at will, to copy and reproduce faithfully any blog post or part of any free content for commercial use, providing you:

- a. display the title of the blog post; and
- b. preserve the copyright notice ([Relevant Year] ©Phoenix Physio);
- c. where the blog post is reproduced on the World Wide Web, include a link back to the specific blog entry or the home page of this Website (<https://www.phoenixpt.info>); or, in all other cases; and
- d. display the domain name of this Website (phoenixpt.info).

9. UNAUTHORIZED USE

You must only use this Website for legitimate personal purposes. In particular, you must not:

- a. interrupt, or attempt to interrupt, the operation of this Website in any way;
- b. alter or attempt to alter any free content;
- c. attempt to gain access to any password protected user account on the Website which is not intended for use by you;
- d. gain access, or attempt to gain access, to any private data, personal information or software code stored on the servers used by this Website; or
- e. attempt to damage or commercial interests in any way.

10. SECURITY AND ENFORCEMENT

We reserve the right to:

- a. limit or deny your access to this Website or your ability to make comments if, in our opinion, you breach these Terms; and
- b. collect and store your IP address for the purpose of enforcing these Terms.

Any unauthorized interruption or alteration is likely to result in criminal prosecution and/or civil action.

11. LINKS FROM THIS WEBSITE

Our Website contains links to other websites over which we have no control. We make no representations about the accuracy of information contained on those websites. We are not liable for the content on those websites, and if you choose to access those websites, you do so at your own risk.

12. ADVERTISING

This Website may contain advertisements for goods and services provided by third parties. Unless explicitly stated, we do not endorse any product or services advertised on this Website, and we make no assurances or warranties (expressed or implied) about the accuracy, completeness or reliability of any advertisement.

13. GOVERNING LAW

These Terms are governed by the laws of the State of Michigan, United States, and you submit to the jurisdiction of the courts and tribunals in that State.

14. DEFINITIONS

In this document and the documents incorporated by reference, the following terms have the following meanings unless the context clearly requires otherwise:

"Blog post" means a post by us that appears on this Website;

"Comment" means any thought, remark, question or observation posted by a user of this Web Site in response to a Blog Post;

"Comments submission software" means any software application or code designed to enable a non-human user to submit content on web sites;

"Free content" means all text, graphics, images, video, sound and other data displayed on, or made available from, the Website without charge. It includes, without limitation, any Blog Post;

"Phoenix Physio" means us;

"Terms" and "Terms of Use" and "Terms of Service" means the terms of use of this Website as set out in this document and the documents incorporated by reference; and

"Website" means the website located at the domain "empoweryou.health" and on all sub-domains, folders and sub-folders on those domains.

15. INTERPRETATION

In this document, unless the context clearly requires otherwise:

- a. The terms "we", "us" and "our" are references to Phoenix Physio, its successors and assignees.
- b. Words defined in the singular have the corresponding meaning in the plural.
- c. Reference to a "person" includes a reference to a corporation, association or other entity.