

Last Revision: March 16, 2019

Bridge2PT, LLC, ("Bridge2PT", "we", "us" or "our") operates the website located at <https://www.bridge2pt.com> and other related websites and mobile applications, each with links to these Terms of Use ("Site"). Bridge2PT offers services that allow our members to schedule appointments and engage the services of Registered Physical Therapists ("Services").

1. **BINDING EFFECT.** This is a binding Agreement. By using the Site or any Services provided in connection with the Site, you agree to abide by these Terms of Use, as they may be amended by "Bridge2PT" from time to time in its sole discretion. Bridge2PT will post a notice on the Site any time these Terms of Use have been changed or otherwise updated. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Services and the Site. **YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.**
2. **HEALTHCARE SERVICES.** Bridge2PT does not render healthcare services, does not engage in any licensed healthcare profession, and does not direct or interfere with the healthcare services rendered by licensed professionals. The Services and this Site do not provide medical services or advice or make recommendations on care or care providers. You are encouraged to seek independent medical counsel from a licensed physician before engaging a Registered Physical Therapist. **Communication functions made available via the Services are not intended for medical emergencies. In the event of a medical emergency you should call 911.**
3. **PHYSICAL THERAPISTS.** The Registered Physical Therapists who utilize Bridge2PT Services are independent practicing healthcare professionals. The individual Registered Physical Therapist is responsible for his or her physical therapy services as well as compliance with all requirements applicable to the maintenance of his or her professional license. Neither Bridge2PT nor any third-party who promotes the Services shall be liable for any professional advice or service you receive from a Registered Physical Therapist you might engage via the Services.
4. **FEE POLICY.** All Services are provided on a fee-for-service basis and will be charged by Bridge2PT to the payment method identified in your member portal according to the then posted fee schedule. You agree that Bridge2PT may automatically charge all fees to your selected payment method on the date Services are rendered. Bridge2PT will issue payment to the independent physical therapist upon completion of the Services.
5. **CANCELATION POLICY.** You may cancel or reschedule any scheduled physical therapy appointment up until 12 hours prior to the scheduled time. Cancellation of the appointment with less than 12 hours' notice will result in the charge of a \$30.00 fee. Cancellations with less

than 1 hours' notice or a "no show" by you will result in the full contracted pricing being charged.

6. **PRIVACY POLICY.** Bridge2PT respects your privacy and permits you to control the treatment of your personal information. A complete statement of Bridge2PT's current privacy policy can be found by [clicking here](#). Bridge2PT's privacy policy is expressly incorporated into this Agreement by this reference. When you are required to open an account to use or access the Site or Services, you must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Bridge2PT immediately of any unauthorized use of your account, user name, or password. Bridge2PT shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Bridge2PT, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.
7. **USE OF SOFTWARE.** Bridge2PT may make certain software available to you from the Site. If you use or download software from the Site, the software, including all files and images contained in or generated by the software, and accompanying data (collectively, "Software") are deemed to be licensed to you by Bridge2PT, for your personal, noncommercial, home use only. Bridge2PT does not transfer either the title or the intellectual property rights to the Software, and Bridge2PT retains full and complete title to the Software as well as all intellectual property rights therein. You may not sell, redistribute, or reproduce the Software, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Software to a human-perceivable form. All trademarks and logos are owned by Bridge2PT or its licensors and you may not copy or use them in any manner.
8. **COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS.** When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third-party rights caused by any content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third-party rights rests solely with you.

9. **INAPPROPRIATE CONTENT.** You shall not make the following types of Content available. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Bridge2PT reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. Bridge2PT intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.
  
10. **COPYRIGHT INFRINGEMENT.** Bridge2PT has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. Bridge2PT has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed on the rights of Bridge2PT or of a third party, or otherwise violated any intellectual property laws or regulations. Bridge2PT's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Bridge2PT to delete, edit, or disable the material in question, you must provide Bridge2PT with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) 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; (c) identification of the material that is claimed to be infringed 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 Bridge2PT to locate the material; (d) information reasonably sufficient to permit Bridge2PT to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have 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; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Bridge2PT's designated agent at:

Bridge2PT, LLC

9151 Atlanta Avenue, #8384

Huntington Beach, CA 92615

[info@bridge2pt.com](mailto:info@bridge2pt.com)

11. ALLEGED VIOLATIONS. Bridge2PT reserves the right to terminate your use of the Service and/or the Site. To ensure that Bridge2PT provides a high-quality experience for you and for other users of the Site and the Services, you agree that Bridge2PT or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Services. Bridge2PT does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Bridge2PT reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Bridge2PT believes that you have violated any of the Terms of Use, furnished Bridge2PT with false or misleading information, or interfered with use of the Site or the Services by others.
12. NO WARRANTIES. BRIDGE2PT HEREBY DISCLAIMS ALL WARRANTIES. BRIDGE2PT IS MAKING THE SITE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRIDGE2PT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. BRIDGE2PT DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.
13. LIMITED LIABILITY. BRIDGE2PT'S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BRIDGE2PT BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY BRIDGE2PT. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.
14. AFFILIATED SITES. Bridge2PT has no control over, and no liability for any third-party websites or materials. Bridge2PT works with a number of partners and affiliates whose Internet sites may be linked with the Site. Because neither Bridge2PT nor the Site has control over the content and performance of these partner and affiliate sites, Bridge2PT makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Bridge2PT assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Bridge2PT makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this

third-party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third-party content.

15. THIRD-PARTY SERVICES. We are not responsible for third-party services, including without limitations Registered Physical Therapists and other providers of products or services, or their content, advertisement(s), apps or sites. Use caution when dealing with third parties and consult their terms of use and privacy policies. We take no responsibility for Third-Party Services. If you are accessing or using the Service through Apple, Android, or any other platform, these are Third-Party Services.
16. APPLE IOS USERS.
  - 16.1 To the extent that you are accessing the through an Apple mobile application, you acknowledge that these Terms are entered into between you and Bridge2PT and, that Apple, Inc. ("Apple") is not a party to these Terms other than as third-party beneficiary as contemplated below.
  - 16.2 The license granted to you by Bridge2PT under the Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Use (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third-party terms of agreement applicable to the Service.
  - 16.3 You acknowledge that Bridge2PT, and not Apple, is responsible for providing the Service and Content thereof.
  - 16.4 You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.
  - 16.5 To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
  - 16.6 Notwithstanding anything to the contrary herein, and subject to the terms and conditions of the Terms, you acknowledge that, solely as between Apple and Bridge2PT, Bridge2PT, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
  - 16.7 Further, you agree that if the Service, or your possession and use of the Service, infringes on a third-party's Intellectual Property rights, you will not hold Apple

responsible for the investigation, defense, settlement and discharge of any such Intellectual Property infringement claims.

- 16.8 You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.
- 16.9 When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.
- 16.10 Your use of real time route guidance on the Service (if any) is at your sole risk. Location data may not be accurate.
17. **PROHIBITED USES.** Bridge2PT imposes certain restrictions on your permissible use of the Site and the Services. You are prohibited from violating or attempting to violate any security features of the Site or Services, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Bridge2PT in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.
18. **INDEMNITY.** You agree to indemnify Bridge2PT for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Bridge2PT, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Bridge2PT will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

19. COPYRIGHT. All contents of Site or Service are: Copyright © 2019 Bridge2PT, LLC, 9151 Atlanta Avenue, #8384, Huntington Beach, CA 92615. All rights reserved.
20. GOVERNING LAW. These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. These terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. With respect to any disputes or claims not subject to arbitration as set forth below, you hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in the County of Los Angeles, California, USA in all disputes arising out of or related to the use of the Site or Service.
21. DISPUTE RESOLUTION. If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Class arbitrations and class actions are not permitted, and your Claim may not be consolidated with any other person's claim. The U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and the parties are each waiving the right to a trial by jury or to participate in a class action. This Section shall survive termination of these Terms.
  - 21.1 NUMBER OF ARBITRATORS. All disputes shall be heard by a single arbitrator, unless the claim amount exceeds \$100,000.00 USD in which case the dispute shall be heard by a panel of three arbitrators.
  - 21.2 PLACE OF ARBITRATION. The place of arbitration shall be Los Angeles, California, United States of America.
  - 21.3 LANGUAGE. The language of the arbitration shall be English.
  - 21.4 INFORMATION EXCHANGE. Consistent with the expedited nature of arbitration, prehearing information exchange shall be limited to the reasonable production of relevant non privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case, carried out expeditiously.
  - 21.5 CONFIDENTIALITY. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties.

- 21.6 COSTS AND ATTORNEY FEES. The parties shall bear the cost of mediation equally. The prevailing party of any Arbitration shall be entitled to reimbursement of all reasonable costs and attorney fees, including the costs incurred for mediation.
22. LIMITATION ON INJUNCTIVE RELIEF. AS PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SITE AND/OR SERVICES, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS (WITHOUT LIMITATION) THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, UGC, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY ANY BRIDGE2PT PARTY (DEFINED BELOW) (INCLUDING YOUR LICENSED UGC) OR A LICENSOR OF ANY BRIDGE2PT PARTY.
23. SEVERABILITY; WAIVER. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
24. NO LICENSE. Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Bridge2PT or by any third party.
25. CALIFORNIA CONSUMER RIGHTS NOTICES. California residents can obtain information on our privacy practices, including how we comply with the California Online Privacy Protection Act and the California Shine the Light Act in our Privacy Policy. Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, California, 95834, or by telephone at (916) 445-1254. Hearing-impaired users can reach the Complaint Assistance Unit at TDD (800) 326-2297 or TDD (916) 322-1700. Their website is located at: <http://www.dca.ca.gov>. Any California residents under the age of eighteen (18) who have registered to use the Service, and who have posted content or information on the Service, can request that such information be removed from the Service by contacting us at Bridge2PT, LLC, 9151 Atlanta Avenue, #8384, Huntington Beach, CA 92615, [info@bridge2pt.com](mailto:info@bridge2pt.com), making such a request, stating that they personally posted such content or information and detailing where the content or information is posted. We will make reasonable good faith efforts to remove the post from prospective public view or

anonymize it so the minor cannot be individually identified. This removal process cannot ensure complete or comprehensive removal. For instance, third-parties may have republished the post and archived copies of it may be stored by search engines and others that we do not control.

26. **MODIFICATIONS.** Bridge2PT may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Bridge2PT shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.
27. **ENTIRE AGREEMENT.** This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties—both written and oral—with respect to the subject matter. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.
28. **ACKNOWLEDGEMENT.** BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.