

Welcome to Pondera Rehabilitation & Fitness PC's website! We are pleased to provide you with informational and educational services on this website ("Website" or "PonderaRehab.com") in accordance with these Terms and Conditions of Use ("Conditions of Use").

This website is owned and managed by Pondera Rehabilitation & Fitness, PC. ("us," "our," or "we"). By using this Website, you agree to the Conditions of Use and the Privacy Policy. If you do not agree, do not use this Website. Please read these terms carefully.

1. Your acceptance and agreement to be bound by these conditions of use:

By using this Website, you agree to allow Pondera Rehabilitation & Fitness PC to collect, use, and disclose your information under the terms explained in the Privacy Policy. We may alter the terms of these Conditions of Use without notice, and your continued use of the Website signifies that you agree to be bound by any future changes. You are encouraged to review these Conditions at regular intervals to monitor for updates.

These Conditions of Use govern your access to and use of Pondera Rehabilitation & Fitness PC's Website, products, data, services, and any content provided to you on, from, or through this Website, any of our software, and any applications created by Pondera Rehabilitation & Fitness PC, whether available through a social networking site or through our subsidiaries or affiliated companies. This collective content is encompassed by references to the Website throughout these Conditions.

By accessing or using PonderaRehab.com, you agree to be bound by these Conditions of Use and by our Privacy Policy. You may only use the Website if you can form a binding contract with us, and only if you comply with these Conditions of Use and all applicable local, state, national, and international laws, rules, and regulations.

2. This website does not create a provider-patient relationship and does not provide medical advice

This Website's content is provided only for informational and educational purposes. The Website's Content includes:

- text, images, videos, and blogs on PonderaRehab.com;
- content displayed on Pondera Rehabilitation & Fitness PC's social media (as "social media" is defined in the Website's Privacy Policy);
- information obtained from Pondera Rehabilitation & Fitness PC's licensors or third parties;
- logos, images, software, videos, text, graphics, photos, sounds, music, audiovisual combinations, interactive features, collections and other materials you may view on, access through, or contribute to this Website.

Nothing on our website constitutes or is a substitute for medical advice:

If you have concerns about any medical condition, diagnosis, or treatment, you should personally consult with

a licensed healthcare provider. In case of a medical emergency, you should call [911](#) immediately.

Your visit to our website does not establish a provider-patient relationship between you and Pondera Rehabilitation & Fitness, PC or Amy Zipp, MS OT/L:

By using this Website, you explicitly acknowledge that you understand your use of this Website does not create a provider-patient relationship between you and Pondera Rehabilitation & Fitness PC. Your use does not create any duty for us to follow up with you about any medical condition, diagnosis, or treatment.

Pondera Rehabilitation & Fitness PC's conduct on this website does not constitute the practice of occupational therapy:

Pondera Rehabilitation & Fitness PC's conduct and information-sharing on this Website does not constitute the practice of occupational therapy. The Website is offered only for educational purposes. Its Content is provided based upon our proficiency in, knowledge of, and experience with occupational therapy and fitness.

3. Do not provide protected health information to us

As described in our Privacy Policy, we take the privacy and confidentiality of our visitors seriously. However, because we do not store or transmit protected health information ("PHI") through this Website, our activities as they relate to this Website and its Content do not comply

with the Health Insurance Portability and Accountability Act (“HIPAA”).

Do not use this Website to provide, transmit, store, or disclose any health information that constitutes PHI.

Pondera Rehabilitation & Fitness PC accepts no affirmative duty to monitor whether you provide, transmit, store, or disclose PHI while using this Website or its Content. If you violate these Conditions of Use and share PHI through this Website, or if we become aware that you are using, providing, transmitting, storing, or disclosing PHI, we may revoke your access to the Website.

Once you share information online, it may be impossible to make that information private again. If you use, provide, transmit, store, or disclose PHI through this Website, you agree to indemnify Pondera Rehabilitation & Fitness PC against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorney fees and costs) which arise from your use, provision, transmission, storage, or disclosure of PHI.

You are strongly urged to not share PHI in any contact features or on our social media; there is a secure login portal available for that (IntakeQ).

4. How you are permitted to use the content of our website

Unless otherwise expressly stated, Pondera Rehabilitation & Fitness PC, or its licensors, owns the entirety of the Content on this Website. The Content is protected by United States and worldwide copyright laws and treaty provisions.

Pondera Rehabilitation & Fitness PC grants you a limited, personal, nonexclusive, and nontransferable license to use and display the Content so long as you perpetually meet these two conditions: (1) You are compliant with these Conditions of Use; and (2) You do not modify, delete, or change any copyright, trademark, or other proprietary notice. You remain subject to the Conditions of Use and our Privacy Policy in all conduct related to Pondera Rehabilitation & Fitness PC's Content.

Except as provided above, you may not: copy, reproduce, modify, use, republish, upload, post, transmit, or distribute any of the Content, including any trademarks, names, or logos, and you may not redeliver or present any of the pages, text, images, or the Content using "framing" technology, nor systematically retrieve data, information, or the Content to create a collection, compilation, database, or directory.

If you intend to reference Pondera Rehabilitation & Fitness PC's Content in your materials, website, courses, lectures, articles, blogs, or by any other method, you must first obtain written permission from Pondera Rehabilitation & Fitness PC. Failure to do so will violate these Conditions of Use and subject you to potential fines and legal action. All rights not expressly granted are reserved to Pondera Rehabilitation & Fitness PC.

5. Rules for your conduct while visiting our website

Pondera Rehabilitation & Fitness PC has the right to monitor all conduct on this Website, but we do not have

any obligation to do so. You expressly agree to the following:

- You will not deceive, harass, stalk, harm, or exploit any other users;
- You will not distribute spam;
- You will not collect or record information about other users; or
- You will not advertise or solicit others to purchase any product or service.

6. This website is not intended for children

Our Website is intended solely for adult visitors. It is not intended or designed to attract visitors who are under the age of eighteen. If we determine that a visitor is under the age of eighteen, we do not collect personally-identifiable information about them. If we inadvertently or accidentally encounter personally-identifiable information about a child under the age of eighteen, we will not knowingly disclose that information to any third party.

7. Disclaimer of Pondera Rehabilitation & Fitness PC's liability and statement of no warranty

THE INFORMATION ON OUR WEBSITE IS PROVIDED ON AN "AS IS" BASIS. PONDERA REHABILITATION & FITNESS PC MAKES NO REPRESENTATIONS, AND NO EXPRESS OR IMPLIED WARRANTIES, WITH RESPECT TO THE CONTENT, OR OTHERWISE REGARDING THIS WEBSITE OR ANY WEBSITE LINKED THROUGH PONDERAREHAB.COM.

TO THE FULLEST EXTENT PERMITTED BY LAW, Pondera Rehabilitation & Fitness PC DISCLAIMS ALL

EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. JULIE WIEBE PT DOES NOT WARRANTY THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, TIMELINESS, OR AVAILABILITY OF THIS WEBSITE OR THE CONTENT OF ANY WEBSITE LINKED THROUGH PONDERAREHAB.COM.

By using this Website, you signify that you assume the risk of accessing and using the information it provides. We do not guarantee the accuracy of information provided on this Website, and Pondera Rehabilitation & Fitness PC is not responsible for any errors or omissions in the information provided.

Responsibility for website visitors' damages or loss:

By using this Website, you agree that Pondera Rehabilitation & Fitness PC is not responsible to you or others for any loss or damage that results from your use (or nonuse) of this Website or any linked third-party website. These potential losses or damages include, but are not limited to: direct, indirect, special, consequential, compensatory, or incidental damage; lost profits or data; damage to your computer resulting from viruses; loss of or damage to other property; claims of third parties; or penalties resulting from copying or displaying this Website or its Content.

Pondera Rehabilitation & Fitness PC is not responsible for these consequences, regardless of whether we have been advised or knew or should have known of the possibility of such damages or claims. Your sole and exclusive remedy against Pondera Rehabilitation & Fitness PC is to stop using this Website. Without limiting the preceding paragraphs, you expressly release Pondera Rehabilitation & Fitness PC from any responsibility and/or liability relating to your use of this Website, linked websites, or information contained in this Website or linked websites.

8. About the information you provide through our website

We have the right, but not the duty, to monitor your use of this Website, including any information you provide through it. You are responsible for the information that you send, submit, or provide through our Website. You agree not to transmit information that is illegal, threatening, libelous, defamatory, obscene, ethnically or racially offensive or discriminatory, profane, invasive of another's privacy, or violative of any law or confidentiality agreement.

eMail communications may not be secure:

Any information that you send to Pondera Rehabilitation & Fitness PC or its providers by email may be misdirected or intercepted by unintended recipients. It thus may not constitute a confidential means of communication. Please

do not transmit any sensitive or confidential information to us via email.

For your convenience, our Website offers the option to communicate with us via email, but it may not be secure. By using it, you agree that we are not responsible for ensuring the privacy of these emails. Further, we cannot and do not guarantee the confidentiality or security of any email transmission. If this concerns you, please use an alternate communication method. If you are being seen as a patient, you will register with third party website, which is a HIPAA compliant platform to have communication regarding your PHI.

9. Links to third-party websites

We may provide links to third-party websites:

This Website occasionally provides links to third-party websites. By clicking on these links, you agree that we cannot control the information presented on third-party websites and are thus not responsible if you choose to follow those links. Third-party websites are not maintained by, nor are they related to, Pondera Rehabilitation & Fitness PC.

By clicking on such links, you agree that we are not responsible for their content, regardless of whether your access is provided by Pondera Rehabilitation & Fitness PC or by another third party. We do not guarantee the accuracy, timeliness, or suitability of the content of any third-party website.

Third-party website links are not endorsements of the products or services of that linked website. They are not

endorsements of the third-party website's sponsoring organization. Your sole and exclusive remedy for claims arising from any such third-party products or services is against the third-party provider. Pondera Rehabilitation & Fitness PC is not responsible for these claims.

Third-party websites may link to

PonderaRehab.com:

Pondera Rehabilitation & Fitness PC hereby grants third-party websites the limited right to link to its website. This limited license does not permit third-party websites to use "framing" technology to capture the Content, nor does it allow any other activity that could create a misimpression or confusion among users with respect to sponsorship or affiliation. If you provide a link to PonderaRehab.com on your website, please notify Pondera Rehabilitation & Fitness PC within 24 hours. If we make a request for you to remove the link, we request that you comply within 24 hours.

10. If you submit information through our website

Do not send us any ideas, suggestions, materials, concepts, or other information (collectively "Submitted Information"). If you violate these Conditions of Use, any Submitted Information that you send to us will become our property. This means that Pondera Rehabilitation & Fitness PC will have unrestricted use of your Submitted Information for our personal and commercial purposes. Regardless of how we use that Submitted Information, you will not be compensated, and we will not be liable to you

or to any other person involved with the creation of the Submitted Information.

If you send Submitted Information to Pondera Rehabilitation & Fitness PC, you agree:

- You waive your rights to the Submitted Information.
- The Submitted Information is original to you.
- You have the right to submit the Submitted Information to us.
- You have no recourse against Pondera Rehabilitation & Fitness PC for any alleged or actual infringement or misappropriation of any proprietary right in any Submitted Information.

We are not obligated to maintain the confidence of any Submitted Information. Pondera Rehabilitation & Fitness PC further disclaims any liability that may result from its disclosure of any Submitted Information which is submitted in violation of its policy.

You further agree not to:

- send us any Submitted Information that contains any viruses or other computer programming routines that may damage, interfere with, intercept, or take any system, data, or personal information;
- send us an unreasonably large amount of Submitted Information, impose such a burden upon this Website, or otherwise interfere with or inhibit any other user from using or enjoying this Website;
- send us any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communications;

- access, use, or copy any portion of the Content using automated mechanisms, such as bots, spiders, scrapers, web crawlers, or indexing agents; and/or
- impersonate another person or allow any other person or entity to use your identity while interacting on Pondera Rehabilitation & Fitness PC's social media, as defined in its Privacy Policy.

11. Agreement to indemnify Pondera Rehabilitation & Fitness PC for claims arising from your use of the website

You agree to indemnify Pondera Rehabilitation & Fitness PC against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorney fees and costs) arising out of any third party's claims that relate to your use of this Website.

12. Our operation of the website

We make all reasonable efforts to keep this Website operational and available for access on a 24/7/365 round-the-clock basis. This is subject to scheduled maintenance, unscheduled maintenance, and systems outages. We do not provide any assurance or warranty that: access will always be available; service will be uninterrupted; its operation will be error-free; any defects will be corrected; or that our Website's servers are free from viruses or other harmful components. You agree to assume the entire cost of servicing, repairing, or correcting your property as might be necessitated by your use.

13. Privacy and Security

We strive to comply with all applicable laws concerning online communications privacy. However, your use of this Website signifies your acknowledgment that the internet is neither more nor less secure than other communications media, including mail, fax, and telephone services, all of which can be intercepted or otherwise compromised.

We encourage you to assume that all internet communications are unsecure, and to exercise particular caution when sharing information about your health. To learn more about how we maintain the privacy and security of our Website visitors, please read the Privacy Policy.

14. Proprietary Rights

This Website's Content is protected by applicable copyrights, trademarks, service marks, patents, or by other proprietary rights and laws. By using the Website, you agree not to sell, license, rent, modify, copy, distribute, reproduce, transmit, redistribute, publicly display, publicly perform, publish, adapt, edit, or create derivative works from the Content. Your use of the Content for any purpose that is not expressly permitted in the Privacy Policy or these Conditions of Use is prohibited.

Reproduction, replication, or redistribution for commercial purposes of any of the Content is prohibited. If you are using this Website to access Pondera Rehabilitation & Fitness PC's courses and educational materials, you may be subject to additional terms and conditions of use.

15. Health Disclaimer

You understand that Pondera Rehabilitation & Fitness PC is not responsible for any injuries that you sustain from participating in any of the activities described on this Website or through its Content. You expressly waive any claim for any injury at any time against Pondera Rehabilitation & Fitness PC, or any person or entity involved with Pondera Rehabilitation & Fitness PC, including, without limitation, its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates, and representatives.

Your use of the Website and its Content demonstrates your understanding that physical exertion may result in physical or mental injury or risk of injury. You further agree that you are solely responsible to exercise within your limits.

YOU SHOULD SEEK THE ADVICE OF A PHYSICIAN PRIOR TO BEGINNING A PHYSICAL EXERCISE REGIMEN. IF YOU FEEL FAINT, DIZZY, OR HAVE PHYSICAL DISCOMFORT, STOP IMMEDIATELY, AND CONTACT YOUR PHYSICIAN. IN EMERGENCIES, ALWAYS CALL [911](#).

While our Content might suggest particular exercises, uses of equipment, poses, stretches, moves, or fitness instruction, it is your sole responsibility to ascertain if such behavior is consistent with your ability and safe for you to do.

16. No warranty or guarantee of outcome

Pondera Rehabilitation & Fitness PC works to provide accurate information on this Website. However, the

testimonials and examples on this Website should not be construed as guarantees that you will attain similar results. Your results will depend upon your personal background, effort, overall health, medical history, providers, and many other factors that are beyond the scope contemplated by this Website.

Pondera Rehabilitation & Fitness PC DOES NOT GUARANTEE OR WARRANTY THAT YOU WILL HAVE A SPECIFIC RESULT.

17. Intellectual property infringement

Pondera Rehabilitation & Fitness PC respects intellectual property rights. If you believe that information on our Website constitutes a copyright or trademark infringement, please provide us with following information: (1) the claimed infringement; (2) reasonably sufficient information to allow us to locate the claimed infringement on the Website; (3) the owner or complaining party's contact information, including name, address, and email address; (4) the owner's signature; (5) a statement by the owner that the owner has a good faith belief that the use of the copyright or trademark is not authorized by the copyright or trademark owner, its agent, or the law; (6) a statement, under penalty of perjury, that the information is accurate, and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Note: Under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

18. DMCA takedown notification

Pursuant to a valid DMCA takedown notice, Pondera Rehabilitation & Fitness PC will notify you if we have removed copyright protected material.

19. No assignment

These Conditions of Use and licenses may be assigned by us without restriction, but they may not be transferred or assigned by you.

20. Consent to electronic communication

If you provide Pondera Rehabilitation & Fitness PC with your email address, you consent to receive unencrypted and unsecured email communications from us. You agree that any notices, agreements, disclosures, or other communications that we send you via email satisfy any legal communication requirements. These are typically used for scheduling and again, a third-party software is used for HIPAA compliant communication regarding PHI.

21. Applicable law and enforcement of conditions of use

Any adversarial proceedings which arise out of these Conditions of Use will be governed by the laws of the State of California, without giving effect to its principles of conflicts of law. If a Website visitor takes legal action against us relating to these Conditions of Use, our Privacy Policy, or that visitor's interactions with or relationship to Pondera Rehabilitation & Fitness PC, that visitor agrees to file such action only in the state and federal courts located in the State of California.

By using this Website, you agree that if any provision of this agreement is held to be unenforceable, then that

provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. You agree that, if an unenforceable provision is modified or disregarded in accordance with this paragraph, then the rest of these Conditions of Use will remain in effect as written. And you agree that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

Any waiver of these Conditions of Use or our Privacy Policy is valid only if it is in writing and signed by an authorized representative of Pondera Rehabilitation & Fitness PC. No such waiver shall be deemed a further or continuing waiver of such term or any other term or condition of use.

These Conditions of Use and our Privacy Policy constitute the entire agreement between you and Pondera Rehabilitation & Fitness PC relating to this Website. They do not, however, create any relationship between you and Pondera Rehabilitation & Fitness PC beyond that which is contemplated in these policies.

22. Amendments and modifications

Pondera Rehabilitation & Fitness PC may amend or update the Website, these Conditions of Use, or its Privacy Policy at any time without prior notice. If you use this Website after any changes, you demonstrate your agreement to be bound by the changes.

23. Affiliate disclaimer

Pursuant to the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 C.F.R. Part 255 Sections 255.0 through 255.5, some of the links are affiliated links. This means that Pondera Rehabilitation & Fitness PC may be paid if you purchase products or services through affiliates' links. If such links are posted, a notice that there is such payment occurring will also be posted. Pondera Rehabilitation & Fitness PC will only provide affiliated links for products or services that its principals have personally used and believe will add value for its visitors.