

Terms & Conditions

Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE (INCLUDING, THE LIMITATIONS OF LIABILITY AND CHOICE OF LAW AND JURISDICTION SECTIONS)

Website Operator

This Website is run by Patient (referred to below as “we”, “us” or “our”).

Patient is a brand name of TO THE CORE Physical Therapy & Conditioning, LLC, a company in the United States of America.

Application of Terms of Use

These “Terms of Use” (together with the documents referred to in them) tell you the terms of use on which you may make use of our website <https://www.surgication.com> (the “Website”), whether as a guest or registered user. Use of our Website includes accessing, browsing, searching, using our forums or registering to use the Website.

Please read these Terms of Use carefully (including the “Limitations of Liability” and “Choice of Law and Jurisdiction” sections below) before you start to use our Website, as these will apply to your use of our Website.

We may update these Terms of Use from time to time, including, to reflect changes in law or as a result of changes to the content of the Website or the addition of new features – it is therefore important that you refer to these Terms of Use from time to time to ensure that you are familiar with the relevant terms which will govern your use of the Website.

By using our Website, you confirm that you accept these Terms of Use and that you agree to comply with them.

If you do not agree to these Terms of Use, you must not use our Website.

These Terms of Use incorporate the following additional terms, which also apply to your use of our Website:

- Our Privacy Policy (https://www.tothecorept.com/uploads/1/0/7/8/10783654/privacy_policy_for_website.pdf), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy (https://www.tothecorept.com/uploads/1/0/7/8/10783654/privacy_policy_for_website.pdf), which sets out information about the cookies we use on our Website.

Subject to any specific terms identified in respect of a particular feature or part of our Website, these Terms of Use (including, our Privacy Policy) constitute the entire agreement between you and us with respect to your use of the Website.

For the avoidance of doubt, please note that use of our PATIENT ACCESS service is subject to specific terms of use and privacy policy which may be found at https://www.tothecorept.com/uploads/1/0/7/8/10783654/privacy_policy_for_website.pdf.

Accessing the Website

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. We will not be liable to you if for any reason our Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to access our Website (including, having access to an internet connection and an appropriate browser).

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

Prohibited Uses

You may use our Website only for lawful purposes. You may not use our Website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (as set out below).
- To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Disclaimers

The Website contains content generated by us (or on our behalf by medical authors). The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. In particular, this information is not a substitute for professional medical care by a qualified doctor or other healthcare professional. You should ALWAYS check with your doctor if you have any concerns about your condition or treatment and before taking, or refraining from, any action on the basis of the content on our Website. If you are a healthcare professional then this information (including any professional reference material) is intended to support, not replace, your own knowledge, experience and judgement.

Many of the professionally authored links from the Website and any Discussion Forums associated with the Website are to reputable institutions and societies and the content contained within can be a valuable source of information. However, not all medical resources on the internet are authoritative or current. Any decision about your health or medical care based solely on information obtained from the internet could be dangerous. Whilst we hope that you will find the third party sites linked to of interest, we can accept no responsibility in respect of any third party web sites or any information contained therein.

The information contained in the Website may contain technical inaccuracies or typographical errors. We reserve the right to make changes and improvements to any information contained within the Website, at any time and without notice.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date. We also do not warrant or represent that the information or materials available through the Website will meet your particular requirements or needs or that access to, or use of, the same will be uninterrupted or completely secure.

All professionally authored links contained in Website pages were correct at time of submission. However, we cannot be held responsible for any issues caused by subsequent changes or any failure of such links to lead to the intended information.

We do not endorse any specific products, processes, service providers, or other information that may be mentioned on our Website.

Intellectual Property Rights

We are the owner (or the licensee) of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may download and/or print off one copy of extracts of any page(s) from our Website for your personal use and you may (in a non-commercial context) draw the attention of others to content posted on our Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not further use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

You must not use any part of the content on our Website for commercial purposes without obtaining a license to do so from us (or our licensors as appropriate).

If you print off, copy or download any part of our Website in breach of these Terms of Use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (for the avoidance of doubt, these Terms of Use shall continue to apply in respect of any such materials).

Registering for an Account

The (Registration) Profile form is where you can submit general information regarding your name, gender, age range, country, state and email.

If you choose to register for an account with our Website then if you select, or you are provided with, a user identification code, password or any other piece of information as part of our registration or security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly reset your password to something which only you know (please visit https://www.tothecorept.com/uploads/1/0/7/8/10783654/privacy_policy_for_website.pdf).

You can retrieve, change or request that we delete the details you place with us. You will only receive emails that you have agreed to, or those relating to administration purposes. We will not provide your personal data to any third party for any commercial purposes.

You must only use the Website for lawful purposes and you must not infringe the rights of other users of this site or prevent their enjoyment of it.

If you are under 18 you need to get permission from a parent or guardian before providing us with any personal details. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Third Party Links and Resources in our Website

This Website may contain links to other websites and resources operated by third parties. These links are provided for your reference only. We do not control such websites or resources and are not responsible for their availability or content.

Our inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators.

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

Linking to our Website

You may link to the Website, provided you do so in a way that is fair and legal, does not damage our reputation, take advantage of it or infringe on any copyrighted material.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our Website must not be "framed" on any other site.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our Website other than that set out above, please contact us by visiting <https://www.tothecorept.com> and find contact information listed.

LIMITATIONS OF LIABILITY

Please read this section carefully as it sets out the limits of our liability to you in relation to your use of the Website.

Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by United States law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence or breach of statutory duty), or otherwise, even if foreseeable, arising under or in connection with:

- use of or reliance on any content displayed on our Website (regardless of the origins of such content).
- Please note that we only provide our Website for domestic and private use (and as a reference tool for use by healthcare professionals). You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We assume no responsibility for the content of websites linked on our Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

We use our reasonable efforts to check the accuracy of the professional information published on this Website. You should note however that we do not warrant that such information will be error free and you acknowledge that the information, products, and services published on this Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein.

We (and/or our suppliers) make no representations about the suitability of the information, products, and services contained on this Website for any purpose.

Subject to the first paragraph under this section (Limitations of Liability), in no event shall we (or any of our suppliers or licensors) be liable to you whether in contract, tort (including negligence or breach of statutory duty), or otherwise, for any, indirect, incidental, special, or consequential damages arising out of or in any way connected with the use of this Website or with the delay or inability to use this Website, or for any information, products, and services obtained through this Website, or otherwise arising out of the use of this Website, even if we or any of our suppliers has been advised of the possibility of such damages arising.

Subject to the first paragraph under this section (Limitations of Liability), our liability (and that of our suppliers or licensors) for any losses suffered arising out of, or in connection with, your use of this Website, whether in contract, tort (including negligence or breach of statutory duty), or otherwise is limited to the greater of: (i) the total value of the relevant transaction (if any) under which the claim arises for any one event or series of connected events, or (ii) the sum of one thousand U.S. Dollars (\$1,000 USD).

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.

This does not affect any legal rights you may have as a consumer.

You acknowledge that we have made the Website available to you in reliance upon these Terms of Use and in particular these Limitations of Liability.

Breach of these Terms of Use

If you fail to abide by these Terms of Use when using this Website, you may be sent an e-mail which informs you why your contribution to the Website (including any Discussion Forums) has been rejected or edited. This mail will also include a warning that continuing to break the rules may result in action being taken against your account or accounts.

This action may include your relevant account or accounts being placed into pre-moderation or a temporary or permanent suspension of your ability to log on to the Website.

If you post or send offensive or inappropriate content to this Website or otherwise engage in any disruptive behavior on the Website, and Patient or its representatives consider such behavior to be serious and/or repeated, Patient may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, school or email provider about the infringement(s).

Patient reserves the right to delete any contribution, or take action against any account, at any time, for any reason.

Collection of Personal Data

If you register to use the website, personal data may be collected about you, including without limitation your name, gender, age range, country, state a valid email address and password from you when you register to use these services. This data will be securely held in accordance with the terms of our Privacy Policy (see https://www.tothecorept.com/uploads/1/0/7/8/10783654/privacy_policy_for_website.pdf).

Viruses

We do not guarantee that our Website will be secure or free from bugs or viruses and you should use your own virus protection software.

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you may be committing a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

Choice of Law and Jurisdiction

Please note that these Terms of Use, its subject matter and its formation, are governed by United States law.

This Website is intended for use by persons resident within the United States of America. If you are accessing this Website from any other location then: (i) we make no representations that the content of this Website will be suitable for your requirements or that it is permissible or legal for you to access the same; and (ii) your use of the Website is entirely at your own risk and you are responsible for ensuring that you act in accordance with any applicable laws.

Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation this paragraph.

General

We reserve the right to change these Terms of Use (and any other terms, conditions, and notices) under which this Website is offered.

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Any provision of these Terms of Use that expressly or by implication is intended to come into or continue in force on or after termination of your right to use the Website shall remain in full force and effect, including, any licenses granted by you in respect of any uploaded content and the provisions of the section titled Limitations of Liability.

We will not be in breach of any of our obligations under these Terms of Use (or otherwise liable for any failure or delay in performance) if we are prevented, hindered or delayed in or from performing any of our obligations by any event beyond our reasonable control. The time for performance of such obligations shall be extended accordingly.

Subject to any specific terms detailed on the Website in relation to particular features or materials, these Terms of Use (together with the Privacy Policy and Cookie Policy) set out the entire agreement between you and us in respect of your use of the Website.

No failure or delay by us to exercise any right or remedy provided under these Terms of Use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Any rights not expressly granted herein are reserved.

Contact Us

To contact us, please use the contact/feedback form accessible via visiting <https://www.tothecorept.com>.

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