



## **WEBSITE TERMS AND CONDITIONS**

### **TERMS AND CONDITIONS**

By visiting [www.healinghandspt.net](http://www.healinghandspt.net) you are agreeing and consenting to these Terms and Conditions.

### **PLEASE READ THE ENTIRE TERMS AND CONDITIONS CAREFULLY**

PLEASE NOTE: By using this site, visiting this site, purchasing any services, products, or materials from this site, downloading, or signing up to receive emails, newsletters, social media, blog posts, courses, guides, e-books, forms, templates, workbooks, website materials, and/or video downloads available on this Site, you are voluntarily agreeing to be bound to these Terms and Conditions, without modification. You further agree that you have fully read, understood, and agree to the Terms and Conditions set forth herein.

These Terms and Conditions apply to all site visitors, customers, and all other users of the site.

If you have any questions about these Terms and Conditions, please email HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC at [ADMIN@HEALINGHANDSPT.NET](mailto:ADMIN@HEALINGHANDSPT.NET).

### **DEFINITIONS:**

The terms “company,” “we,” “I,” “us,” and “our” refers to HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC. The terms “user,” “you,” and “your” refers to site visitors, customers, and any other users of the site. HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC processes personal data as a Controller as defined by the European Union’s General Data Protection Regulation (GDPR).

The term “personal information” is defined as information that you voluntarily provide to us that personally identifies you and/or your contact information, such as your name, address, phone number, and email address.



“The Service.” HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC, is a licensed physical therapist, providing physical therapy and wellness services.

**OVERVIEW:**

To access or use this Site or Services, you must be 18 years or older and have the requisite power and authority to enter into these Terms and Conditions. Children under the age of 18 are prohibited from using this Site or its Services.

**USE OF SITE AND SERVICES:**

HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC makes no representation or warranty that the information provided, regardless of its source (the “Content”), is accurate, complete, reliable, current, or error-free. HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC disclaims all liability for any inaccuracy, error, or incompleteness in the Content. Any information may be incomplete or not correct for your situation. Any use of the materials contained or transmitted to you either for free or purchased by you, shall be done at your own risk. HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC cannot guarantee results; past results do not guarantee future results. We do not guarantee that any services or products you purchase cover all of your specific circumstances, issues or situation.

**ACCOUNT CREATION:**

In order to use the Service, you may be required to provide information about yourself including your name, email address, username and password, and other personal information. You agree that any registration information you give to HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC will always be accurate, correct, and up to date. You must not impersonate someone else or provide account information or an email address other than your own.



### **LAWFUL PURPOSES:**

You may use the Site and Services for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to purchase services or products through the Site for legitimate, non-commercial purposes only. You shall not post or transmit through the site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

### **AFFILIATE LINKS/PRODUCTS:**

We may link to products and services that we like using affiliate links. By doing so, we may receive a percentage or fee for referring you, the user, to any product you may purchase from one of those sites. These fees help us stay in business. Thank you!

### **SPONSORED POSTS:**

We may feature sponsored posts or blogs. If so, it will be clearly stated that the post or blog is sponsored and by whom. We make no warranties, guarantees, or representations as to their products or services. This includes whether or not the product or service is effective or safe. You should conduct your own research and investigations as to whether any product or service is for you.

### **TESTIMONIALS:**

Client testimonials are examples of users of our services and products but are to be used as examples of the outcome and experience of that particular client. In no way does any testimonial make a claim that you will have the same results, experiences, or better results from purchasing



any service or product of HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC.

**REFUSAL OF SERVICE:**

The Services are offered subject to our acceptance of your order or requests. We reserve the right to refuse service to any order, person, or entity, without the obligation to assign a reason for doing so. No order is deemed accepted by us until payment has been processed. We may at any time change or discontinue any aspect or feature of the Site or Service, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

**PRODUCT DESCRIPTION:**

We endeavor to describe and display the Service or Product as accurately as possible. While we try to be as clear as possible in explaining the Service, please do not accept that the Site is entirely accurate, current, or error-free. From time to time, we may correct errors in pricing and descriptions. We reserve the right to refuse or cancel any order with an incorrect price listing.

**ORDER CONFIRMATION:**

We will email you to confirm the placement of your order and with details concerning product delivery. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible.

**NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES:**

We endeavor to describe and display the Service as accurately as possible. While we try to be as clear as possible in explaining the Service, please do not accept that the Site is entirely accurate, current, or error-free. From time to time, we may correct errors in pricing and descriptions. We reserve the right to refuse or cancel any order with an incorrect price listing. Due to the complexity of the information and how quickly things change, we cannot guarantee that all of the content contained on the Site is up to date or in effect in your area.



**CANCELLATIONS, REFUNDS & RETURNS:**

Due to the nature of the services and products offered by HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC, you acknowledge and agree to the terms that HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC does not offer refunds for any portion of payment for our services and products. All sales are final, and no refunds will be given for any reason. More information is provided in our Service Contract upon hiring.

**MATERIAL YOU SUBMIT TO THE SITE:**

You shall not upload, post, or otherwise make available on the Site any artwork, photos, or other materials (collectively “Materials”) protected by copyright, trademark, or other proprietary rights without the express written permission of the owner of the copyright, trademark, or other proprietary rights, and the burden of determining that any Materials are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission. For all Materials submitted by you to the Site, you automatically represent or warrant that you have the authority to use and distribute the Materials, and that the use or display of the Materials will not violate any laws, rules, regulations, or rights of third parties.

**INTELLECTUAL PROPERTY RIGHTS TO YOUR MATERIALS:**

We claim no intellectual property rights over the material you supply to HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC. You retain copyright and any other rights you may rightfully hold in any content that you submit through the Site or Service. The content you submit to HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC remains yours to the extent that you have any legal claims therein. You agree to HEALING HANDS



PHYSICAL THERAPY AND BODY WORK LLC harmless from and against all claims, liabilities, and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you. By posting material on the Site, you grant us a worldwide, nonexclusive, irrevocable license to use the material for promotional, business development, and marketing purposes.

**OUR INTELLECTUAL PROPERTY:**

This Site and Services contain intellectual property owned by HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC, including trademarks, copyrights, proprietary information, and other intellectual property. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site or its products, services, content, or intellectual property, in whole or in part, without our prior written consent at Admin@HEALINGHANDSPT.NET. We reserve the right to immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy and will exercise any and all remedies available by law.

**MODIFICATION OF TERMS:**

HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC, reserves the right to change the terms, conditions, and notices under which highsierralegal.com may offer. We may at any time amend these Terms and Conditions. Such amendments are effective immediately upon notice to you by us posting the new Terms and Conditions on this Site. Any use of the Site or Service by you after being notified means you accept these changes or amendments. We reserve the right to update any portion of our Site and Service, including these Terms and Conditions, at any time. We will post the most recent versions to the Site and list the effective date at the end of our Terms and Conditions.



**LIMITATION OF LIABILITY:**

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE. ADDITIONALLY, HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH

1. ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE;
2. LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND
3. THIRD-PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES.
4. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC'S CUMULATIVE LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF THE SERVICE YOU HAVE PURCHASED FROM HEALING HANDS PHYSICAL



THERAPY AND BODY WORK LLC, AND IF NO PURCHASE HAS BEEN MADE BY YOU HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC'S CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED \$100.

**THIRD-PARTY RESOURCES:**

The Site and the Service contain links to third-party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content, or policies of third-party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

**INDEMNIFICATION:**

We make no warranty or guarantee as to the accuracy of the information on our Site or any of its Content. You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.





**EFFECT OF HEADINGS:**

The subject headings of the paragraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

**ENTIRE AGREEMENT; WAIVER:**

This Agreement and the terms contained herein, constitute the entire agreement between you and HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC pertaining to the Site and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC.

**RELEASE OF CLAIMS:**

In no event will HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC be liable to any party for any type of direct, indirect, special, incidental, or consequential damages for any use of or reliance upon our Site or its Content. By accessing the Site and its Content, you hereby release HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC from any and all claims including those related to any interruptions, misapplication of information, or any other loss, condition, or issue, whether personal or professional.

**NOTICES:**

All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed as follows:

HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC  
20446 Cooke Drive, Reno, Nevada 89521



**GOVERNING LAW; VENUE; MEDIATION:**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of NEVADA as applied to contracts that are executed and performed entirely in NEVADA. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be WASHOE County, NEVADA. The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures of The CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures.

If a dispute is not resolved first by a good-faith negotiation or through the mediation process, the parties to this Agreement, agree that the dispute will then be submitted to the American Arbitration Association. The arbitration shall occur within ninety days (90 days) from the date of the initial arbitration demand and shall take place in Reno, NEVADA or via other electronic means acceptable to the Second Judicial District Court, in and for the County of WASHOE, State of NEVADA. The parties shall cooperate and exchange all discovery in the arbitration process and shall cooperate with each other to ensure the arbitration process is completed within the first ninety days. The written decision of the arbitrator, which may provide for the payment of costs, fees, and attorney's fees, will be a binding decision. It shall not be subject to judicial review and shall be entered and enforced in any court of proper jurisdiction as a judgment of law, as the circumstances may indicate.

**RECOVERY OF LITIGATION EXPENSES:**

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection



with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

**SEVERABILITY:**

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**ASSIGNMENT:**

These Terms and Conditions bind and insure to the benefit of the parties' successors and assigns. These Terms and Conditions are not assignable, delegable, sublicensable, or otherwise transferable by you. Any transfer, assignment, delegation, or sublicense by you is invalid.

**CHANGES TO THIS POLICY:**

You acknowledge and agree that it is your responsibility to review this Site and this Policy periodically and to be aware of any modifications. We will notify you of any changes to this privacy policy by posting those changes on this page.

**CONTACT:**

If you have any question regarding this Privacy Policy, please email us at:

HEALING HANDS PHYSICAL THERAPY AND BODY WORK LLC

Email: [ADMIN@HEALINGHANDSPT.NET](mailto:ADMIN@HEALINGHANDSPT.NET)

Website: [www.healinghandspt.net](http://www.healinghandspt.net)

Mailing: 20446 Cooke Drive, Reno, Nevada 89521



**LAST UPDATED:**

December 2022