

Terms of Service

These Terms of Service (“Terms”) govern your access to and use of TelehealthShare LLC website, Products and (“Service”). Please read these Terms carefully, and contact us if you have any questions. By accessing and using our Service, you agree to be bound by these Terms, and by our Privacy Policy. TelehealthShare LLC shall implement and maintain reasonable procedures for protecting personal information in compliance with applicable law and the TelehealthShare LLC Privacy Policy. You also confirm you have read and agreed to our Privacy Policy; Policy and Guidelines for Sellers, including seller commission and fees.

Terms and Conditions

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Cookies** are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to TelehealthShare LLC, 3860 Silverberry Circle, Maumee, Ohio 43537.
- **Copyright** refers to the refers to the rights of a creator or author of a unique piece of work to protect against copying, display, reproduction, creation of derivative pieces, and so on.
- **Country** refers to: United States
- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Service** refers to the Website; Products on the Website; buying, selling, and sharing on the website; and/or professional development/continuing education.
- **Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate

the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.

- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions agreement as been created with the help of [Terms and Conditions Generator](#).
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to TelehealthShare LLC, accessible from www.TelehealthShare LLC.com
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Service** refers to the Website; Products on the Website; buying, selling, and sharing on the website; and/or professional development/continuing education.
- **Trademark** refers to a word, phrase, logo, or design used to identify a particular brand as distinct from other brands or products. For example, Kleenex is a trademarked name used to identify a certain brand of facial tissue.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Acknowledgement

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 0 USD if You haven't purchased anything through the Service. The Company has not investigated and does not know or represent that any third party, social media, or any other content on the website is free of virus or other harmful components or is in compliance with applicable law. Except as set forth above, in no event shall the Company be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will

be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the state of Ohio, USA, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Disclaimer

The Service may contain links to external websites that are not provided or maintained by or in any way affiliated with the Company.

Please note that the Company does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.

The Company assumes no responsibility for errors or omissions in the contents of the Service.

The information given by the Service is for general guidance on matters of interest only. Even if the Company takes every precaution to ensure that the content of the Service is both current and accurate, errors can occur. Plus, given the changing nature of laws, rules and regulations, there may be delays, omissions or inaccuracies in the information contained on the Service.

The Company is not responsible for any errors or omissions, or for the results obtained from the use of this information.

Copyright Disclaimer

All rights are reserved on Products purchased from TelehealthShare LLC. No part of the Products may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or any information storage and retrieval system, without permission in writing by the author. The author will make an exception for professionals to share individual activity pages with clients/caregivers via email. If the digital resource includes multiple activity ideas, only one can be screenshot or shared at a time for use in a specific session with a client. Each TelehealthShare LLC

product is a single license, for up to 5 therapists within 1 organization with the exception of e-books and videos that are a single license for 1 therapist. Uploading to share publicly on the internet is prohibited. If a site license for the product is purchased it can be saved on a private company server/cloud for therapist use.

The Company expects users of the Service to abide by copyright law when creating, buying, selling, and sharing content on the website. The company is not responsible or liable for copyright infringement of material created by a user of the Service. If we receive a valid infringement Notice from a copyright or trademark owner, we comply with the law and remove the content from our site. The seller has a right to submit a Counter-Notice of Copyright or trademark infringement for consideration by our Designated Agent. As a service provider hosting content produced by our community, TelehealthShare isn't in a position to make legal judgment calls or resource comparisons, so we often have to rely on formal Notices to take action. If we find that a member of our site has violated this policy repeatedly or egregiously, we'll close that user's account.

Copyright Policy

All rights are reserved on Products purchased from TelehealthShare LLC. No part of the Products may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or any information storage and retrieval system, without permission in writing by the author. The author will make an exception for professionals to share individual activity pages with caregivers via email. If the digital resource includes multiple activity ideas, only one can be screenshot or shared at a time for use in a specific session with a client. Each TelehealthShare LLC product is a single license, for up to 5 therapists within 1 organization with the exception of e-books and videos that are a single license for 1 therapist. Uploading to share publicly on the internet is prohibited. If a site license for the product is purchased it can be saved on a private company server/cloud for therapist use.

The Company expects users of the Service to abide by copyright law when creating, buying, selling, and sharing content on the website. If we receive a valid infringement Notice from a copyright or trademark owner, we comply with the law and remove the content from our site. The seller has a right to submit a Counter-Notice of Copyright or Trademark infringement for consideration by our Designated Agent. As a service provider hosting content produced by our community, TelehealthShare LLC isn't in a position to make legal judgment calls or resource comparisons, so we often have to rely on formal Notices to take action. If we find that a member of our site has violated this policy repeatedly or egregiously, we'll close that user's account.

When creating content to share and/or sell, You must adhere to Copyright and Trademark requirements. Only images that you own, have purchased the right to use (for commercial purposes), and/or are licensed under Creative Commons for commercial use (<https://creativecommons.org/licenses/>) may be used.

Views Expressed Disclaimer

The products on the website may contain views and opinions which are those of the authors and do not necessarily reflect the official policy or position of any other author, agency, organization, employer or company, including the Company.

Products and comments published by users are their sole responsibility and the users will take full responsibility, liability and blame for any libel or litigation that results from something written in or as a direct result of something written in a comment. The Company is not liable for any products or comments published by users and reserve the right to delete any products and comment for any reason whatsoever.

No Responsibility Disclaimer

The information on the Service is provided with the understanding that the Company is not herein engaged in rendering medical, legal, accounting, tax, or other professional advice and services. As such, it should not be used as a substitute for consultation with professional medical, accounting, tax, legal or other competent advisers.

"Use at Your Own Risk" Disclaimer

All information in the Products is provided by the seller with the expectation that the use by the purchaser (therapy practitioner) will be implemented safely, ethically, and with good clinical judgement. The Company will not be liable to You or anyone else for any decision made or action taken in reliance on the information given by the Products or for any consequential, special or similar damages, even if advised of the possibility of such damages.

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

Community Guidelines Policy

TelehealthShare LLC is an online marketplace for therapists seeking telehealth compatible therapy materials and telehealth-related professional development. Our online marketplace enables occupational therapy practitioners, physical therapy practitioners, and speech-language pathologists to quickly buy, sell, and share telehealth compatible assessment and intervention resources.

TelehealthShare LLC's vision is to be the premiere business for telehealth-related resources and professional development. We want our online community to be safe, supportive, and collaborative. To create this online community, we ask that you adhere to the following:

- Be kind and respectful when interacting with others through our Services
- Make accurate representation of your products
- Make informed purchasing decisions (read product descriptions)
- Alert TelehealthShare LLC of any concerns related to Service users and/or Products
- Do not upload any content with viruses, malware, or other code or program.

Privacy Policy

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You. We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy.

Collecting and Using Your Personal Data

Types of Data Collected

Personal Data

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Usage Data

Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

Tracking Technologies and Cookies

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service.

You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of our Service.

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close your web browser. Learn more about cookies: [All About Cookies](#).

We use both session and persistent Cookies for the purposes set out below:

Necessary / Essential Cookies

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

Cookies Policy / Notice Acceptance Cookies

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

Functionality Cookies

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

For more information about the cookies we use and your choices regarding cookies, please visit our Cookies Policy.

Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- **To provide and maintain our Service**, including to monitor the usage of our Service.
- **To manage Your Account:** to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.

- **For the performance of a contract:** the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- **To contact You:** To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- **To provide You** with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- **To manage Your requests:** To attend and manage Your requests to Us.

We may share your personal information in the following situations:

- **With Service Providers:** We may share Your personal information with Service Providers to monitor and analyze the use of our Service and/or to show advertisements to You to help support and maintain Our Service.
- **For Business transfers:** We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of our business to another company.
- **With Affiliates:** We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- **With Business partners:** We may share Your information with Our business partners to offer You certain products, services or promotions.
- **With other users:** when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside. If You interact with other users or register through a Third-Party Social Media Service, Your contacts on the Third-Party Social Media Service may see Your name, profile, pictures and description of Your activity. Similarly, other users will be able to view descriptions of Your activity, communicate with You and view Your profile.

Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

Disclosure of Your Personal Data

Business Transactions

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

Law enforcement

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Other legal requirements

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

Security of Your Personal Data

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

Children's Privacy

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that

We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

We also may limit how We collect, use, and store some of the information of Users between 13 and 18 years old. In some cases, this means We will be unable to provide certain functionality of the Service to these users.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Changes to this Privacy Policy

We may update our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

TelehealthShare LLC Refund Policy

TelehealthShare LLC is an online marketplace for therapists seeking telehealth compatible therapy materials and telehealth-related professional development. Our online marketplace enables occupational therapy practitioners, physical therapy practitioners, and speech-language pathologists to buy, sell, and share telehealth compatible assessment and intervention resources. The nature of our products are digital (packets, handouts, resources, videos, e-books) that cannot be "returned" once downloaded. For that reason, all sales on TelehealthShare LLC are considered final and nonrefundable.

Refund requests should be made within 30 days of purchase and will be evaluated on a case-by-case basis. There are a few limited circumstances where a refund *may* be provided:

- **Compromised Resource File-** A resource file is damaged or is missing content.
Example: A thumbnail or preview is uploaded instead of the resource itself.
- **Misrepresentation-** A resource preview and/or description misrepresents what is actually contained in the resource. (Requests are subject to TelehealthShare LLC review.)
- **Technical Limitations—** You are unable to access a resource because the technical requirements aren't included in the resource description.
Example: A resource is a Notebook file but this is not listed anywhere on the product page.
- **Duplicate Purchase—** You purchase the same resource twice.
Example: You purchase a resource contained in a specific bundle and then later purchase that bundle within one year of the original purchase.

If your purchase meets these guidelines, you can submit a refund request via the Contact Us link on the website. As part of your request, be sure to include the resource name, your concerns about the resource, and any specific examples or details you might have, including screenshots.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about the Terms of Service, You can contact us:

- By email: telehealthshare@gmail.com
- By phone: 843.564.8844