

## Speedy PT WEBSITE AND MOBILE APP TERMS OF USE

Last revised July 2024

These terms and conditions of use ("Terms of Use") govern your use of our online interfaces and properties (e.g., websites and mobile applications) owned and controlled by Speedy PT, LLC ("Speedy PT" "we," "us," and "our"), including the <https://speedypt.com> and Speedy PT mobile application(s) (the "App") (our websites and mobile application(s) are referred to herein collectively as the "Site"), as well as the online movement services ("Services") available to users through the Site. The terms "you" and "your" means you, your dependents if any, and any other person accessing your Speedy PT Account.

Your acceptance of, and compliance with, these Terms of Use is a condition to your use of the Site and Services. By clicking "accept", you acknowledge that you have read, understand, and accept all terms and conditions contained within these Terms of Use, and our Privacy Policy. If you do not agree to be bound by these terms, you are not authorized to access or use this Site or Services; promptly exit this Site.

**Binding Arbitration.** These Terms of Use provide that all disputes between you and Speedy PT that in any way relate to these Terms of Use or your use of the Site will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below entitled Dispute Resolution; Arbitration Agreement for the details regarding your agreement to arbitrate any disputes with Speedy PT.

### 1. PRIVACY PRACTICES

You agree that information provided by you in connection with the Services and Site shall be governed by the Speedy PT Privacy Policy which is hereby incorporated and made a part of this Agreement.

## 2. SERVICES PROVIDED – NO MEDICAL CARE OR ADVICE BY THERX

The content of the Site and the Services, including without limitation, text, copy, audio, video, photographs, illustrations, graphics, electronic communications (as defined in Section 6.) and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind by Speedy PT. Speedy PT provides movement information and instructive videos for general information purposes only. You should always seek the advice of your qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. All information provided by Speedy PT, or in connection with any communications supported by Speedy PT, is intended to be for general information purposes only, and is in no way intended to create a provider-patient relationship as defined by state or federal law.

Your interactions with the Site are not intended to take the place of your relationship with your regular health care practitioners or primary care physician. Neither Speedy PT, nor any of its subsidiaries or affiliates or any third party who may promote the Site or Service or provide a link to the Service, shall be liable for any information or advice obtained from the Site or Service, nor any information obtained on the Site. Speedy PT does not recommend or endorse any specific tests, physicians, medications, products, or procedures. You acknowledge that your reliance on any information received through the Site or Service is solely at your own risk and you assume full responsibility for all risks associated herewith.

Not for Emergencies

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.

Speedy PT's Site and Services are not for medical emergencies or urgent situations. You should not disregard or delay to seek medical advice based on anything that appears or does not appear on the Site. If you believe you have an emergency, call 9-1-1 immediately.

You should seek emergency help or follow up care when recommended by a physician or qualified healthcare provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment or modification.

### 3. AVAILABILITY OF SERVICES

You represent that you are not a person barred from enrolling for or receiving the Services under the laws of the United States or other applicable jurisdictions in which you may be located. Accessing the Site or Services from jurisdictions where content is illegal, or where we do not offer Services, is prohibited.

### 4. ORDERING AND PURCHASING OF SERVICES

#### Typographical Errors and Incorrect Pricing

In the event a Service is listed at an incorrect price due to typographical error or error in pricing information received from a third party, we shall have the right to refuse or cancel any orders placed for the Services listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card charged. If your credit or debit card has already been charged for the purchase and your order is canceled, we will

promptly issue a credit to your credit or debit card account in the amount of the charge.

## Online Payments

You can purchase the Services on the Site. We accept credit and debit cards issued by (your "payment method"). You authorize and agree that the payment method you submit may be used automatically by Speedy PT or its payment processors for any of your responsibilities for payment. If a credit card account is being used for a transaction, Speedy PT may obtain preapproval for an amount up to the amount of the payment. You agree to allow Speedy PT or its payment processor to securely store your payment method. You understand and acknowledge that Services may be cancelled or withheld if you revoke this authorization, and that you are still responsible for all charges incurred by you or are otherwise owed to Speedy PT.

You represent and warrant that if you are making online payments that (a) any credit card, debit card and bank account information you supply is true, correct, and complete, (b) charges incurred by you will be honored by your credit/debit card company or bank, (c) you will pay the charges incurred by you in the amounts posted, including, without limitation, any applicable taxes, and (d) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant credit card and credit card information. If Speedy PT is unable to secure funds from the payment method you provide for any reason, including insufficient funds in the payment method or insufficient or inaccurate information provided by you when submitting electronic payment, Speedy PT may undertake further collection action, including application of fees to the extent permitted by law. You acknowledge and agree that you will not dispute the charges from Speedy PT with the payment method company, provided the transactions correspond to the terms indicated in these Terms of Use.

## Subscription Terms

## App Membership Terms

If you purchase a membership to our Site and/or Services, your membership is continuous and will be automatically renewed at the end of the applicable membership period, unless you cancel your membership before the end of the then-current membership period by Contacting Us. If you cancel your membership, your account will automatically close at the end of your current billing period. Speedy PT may change the price for your membership from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next membership period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Site and/or Services after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing prior to the price change going into effect.

We accept credit and debit cards issued by U.S. banks. If a credit card account is being used for a transaction, we may obtain preapproval for an amount up to the amount of the payment. If you enroll to make recurring payments automatically, all charges and fees will be billed to the credit card you designate during the setup process. If you want to designate a different credit card or if there is a change in your credit card, you must change your information online. This may temporarily delay your ability to make online payments while we verify your new payment information.

You represent and warrant that if you are making online payments that (a) any credit card, debit card and bank account information you supply is true, correct, and complete, (b) charges incurred by you will be honored by your credit/debit card company or bank, (c) you will pay the charges incurred by you in the amounts posted, including, without limitation, any applicable taxes, and (d) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant credit card and credit card information. If we are unable to secure funds from the payment method you provide for any reason, including insufficient funds in the payment method or insufficient or inaccurate information provided by you when submitting electronic payment, we may undertake further collection action, including application of fees to the extent permitted by law. You acknowledge and agree that you will not

dispute the charges from Speedy PT, Provider, or any third party payment processor with the payment method company, provided the transactions correspond to the terms indicated in these Terms of Use.

If you purchase a subscription to our Services, your subscription is continuous and will be automatically renewed at the end of the applicable subscription period, unless you cancel your subscription before the end of the then-current subscription period by clicking here (<https://speedypt/login>). If you cancel your subscription, your Account will automatically close at the end of your current billing period. Speedy PT may change the price for your Speedy PT subscription, from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Speedy PT Services after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the Services prior to the price change going into effect.

Your Speedy PT subscription may start with a free trial. The duration of the free trial period of your subscription lasts will be specified during sign-up and is intended to allow new and certain former users to try the service. Free trial eligibility is determined by Speedy PT at its sole discretion and we may limit eligibility or duration to prevent free trial abuse. We reserve the right to revoke the free trial and put your Account on hold in the event that we determine that you are not eligible. Individuals, households, or members of an organization with an existing or recent Speedy PT membership are not eligible. We may use information such as device ID, method of payment or an Account email address used with an existing or recent Speedy PT membership to determine eligibility. For combinations with other offers, restrictions may apply. We will charge the membership fee for your next billing cycle to your payment method that you provide at the end of the free trial period and your subscription will automatically renew unless you cancel your subscription prior to the end of the free trial period.

## 5. ELIGIBILITY; SITE ACCESS, SECURITY AND RESTRICTIONS; PASSWORDS

You agree to fully, accurately, and truthfully create your Speedy PT Account ("Account"), including but not limited to your name, mailing address, phone number, email address, and password, which become your Speedy PT ID and credentials. The Speedy PT ID or credentials are personal to you, and you are solely responsible for maintaining the confidentiality of your Speedy PT ID or credentials, and for all activities that occur under such Speedy PT ID or credentials. You agree to prohibit anyone else from using your Speedy PT ID or credentials other than your eligible dependents and agree to immediately notify Speedy PT of any actual or suspected unauthorized use of your Speedy PT ID or credentials or other security concerns of which you become aware. Your access to the Site may be revoked by Speedy PT at any time with or without cause.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation: (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot, or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers, or other measures we may use to prevent or restrict access to the Site. Violations of system or network security may result in civil or criminal liability. Speedy PT may investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

## 6. ELECTRONIC COMMUNICATIONS

When you use the Site or Services, or send e-mails, messages, text marketing, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from

us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) if any data rates apply they're at your expense not Speedy PT. (c) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. Speedy PT may contact you by telephone, text marketing, mail, or email to verify your Account information. Speedy PT may request further information from you and you agree to provide such further information to ensure that you have not fraudulently created your Account. If you do not provide this information in the manner requested within 14 days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of the Site and the Services until you provide the information to us as requested.

#### 7. OWNERSHIP OF THE SITE AND RELATED MATERIALS; ADDITIONAL RESTRICTIONS

All pages within this Site and any material made available for download are the property of Speedy PT, or its licensors or suppliers, as applicable. The Site is protected by United States and international copyright and trademark laws. Subject to these Terms of Use and the payment of all applicable fees, Speedy PT grants you a revocable, nontransferable (except as provided below), personal, nonexclusive license to use the object code version of the Site. The iOS (Apple) version of our App can be used on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that our App may be accessed and used by other accounts associated with the purchaser via the Apple Family Sharing or volume purchasing. All rights not expressly granted to you in these Terms of Use are reserved and retained by Speedy PT or its licensors, suppliers, publishers, rights holders, or other content providers.

Neither the Site and Services, nor any part of the Site and Services, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Speedy PT. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Speedy PT without express written consent. You may not use any meta tags or any other "hidden text" utilizing Speedy PT name without the express written consent of



Speedy PT. You may not misuse the Site or Services. You may use the Site and Services only as permitted by law. The content of the Site, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site may not be copied, distributed, modified, reproduced, published, or used, in whole or in part, except for purposes authorized or approved in writing by Speedy PT. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, content, or other proprietary information (including, without limitation, images, text, page layout, or form) of Speedy PT without our express written consent.

#### 8. NO USERS UNDER 18 YEARS OLD

Our Site is not intended for user under 18 years of age. No one under age 18 may provide any information to or through the Site. We do not knowingly collect Personal Data from user under 18. If you are under 18, do not use our Site, or provide any information on our Site. If we learn we have collected or received Personal Data from a user under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from a user under 18, please contact us at [Ben.speedypt@gmail.com](mailto:Ben.speedypt@gmail.com)

#### 9. ACCURACY OF INFORMATION; FUNCTIONALITY

Although Speedy PT attempts to ensure the integrity and accuracy of the Site and Service descriptions, it makes no representations, warranties, or guarantees whatsoever as to the correctness or accuracy of the Site, Service descriptions and other content on the Site. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions, and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Speedy PT so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, Speedy PT shall have no responsibility or liability for information or content posted to the Site from any non-Speedy PT affiliated third party.

Speedy PT each reserves complete and sole discretion with respect to the operation of the Site and the Services. We may withdraw, suspend, or discontinue any

functionality or feature of the Site or the Services among other things. We are not responsible for transmission errors, corruption, or compromise of information carried over local or interchange telecommunications carrier. We are not responsible for maintaining information arising from use of the Site or with respect to the Services. We reserve the right to maintain, delete, or destroy all communications or information posted or uploaded to the Site or the Services in accordance with our internal record retention or destruction policies.

#### 10. LINKS TO OTHER SITES

Speedy PT makes no representations whatsoever about any other website that you may access through this Site. When you access a non-Speedy PT site, please understand that it is independent from Speedy PT, and that Speedy PT has no control over the content on that website. In addition, a link to a non-Speedy PT website does not mean that Speedy PT endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

#### 11. USER INFORMATION

If you submit, upload, post, or transmit any health information\*, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images, or other materials to us or our Site ("User Information"), you agree not to provide any User Information that (a) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (b) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity, or (c) contains or transmits a virus or any other harmful component. You agree not to contact other Site users through unsolicited e-mail, telephone calls, text marketing, mailings, or any other method of communication. You represent and warrant to Speedy PT that you have the legal right and authorization to provide all User Information to Speedy PT for use as set forth herein and required by Speedy PT.

\* Without limiting the generality of the foregoing, if you are a Provider (as defined below), you may not include medical history, conditions, problems, symptoms or other personal information that would constitute “protected health information” under HIPAA, or any other health related information regulated under any applicable state or federal laws, in or on any of the following: (a) the name of any programs or templates on the Site or Product; or (b) any custom notes or descriptions sections of a program on the Site or Product. For the avoidance of doubt, Providers are prohibited from using the names of individuals as identifiers or filenames for programs.

Speedy PT may de-identify your information such that it is no longer considered personally identifiable information. Speedy PT may disclose, aggregate, sell, or otherwise use such de-identified information to third parties for analytics, research, or other purposes.

You agree not to: (i) access the Site or use the Services in any unlawful way or for any unlawful purpose; (ii) post or transmit (1) a message under a false name, or (2) any data, materials, content, or information (including, without limitation, advice, and recommendations) (collectively “Information”) which is (A) libelous, defamatory, obscene, fraudulent, false, or contrary to the ownership or intellectual property rights of any other person, or (B) contains or promotes any virus, worm, Trojan horse, time bomb, malware, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Site or the Services, personal information, software, equipment, servers, or Information or facilitate or promote hacking or similar conduct; (iii) impersonate or misrepresent your identity or falsely state or misrepresent your affiliation with a person or entity; (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Site or the Services; (v) use robots or scripts with the Site; (vi) attempt to reverse engine, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on, or received by this Site; (vii) to have any antivirus or antispyware software running that is set to override the internet browser’s cookies setting; (viii) incorrectly identify the sender of any message transmitted to

Speedy PT; (ix) alter the attribution or origin of electronic mail, messages, or posting; (x) harvest or collect personal information about any other individual who uses the Site or the Services; and (xi) infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including but not limited to, such rights of third parties.

You agree to defend, indemnify, and hold harmless Speedy PT from and against all third party claims, damages, and expenses (including, but not limited to, reasonable attorneys' fees) against or incurred by us arising out of any User Information you upload to or transmit through the Site or any breach of this Section 11.

## 12. SUPPLEMENTAL TERMS APPLICABLE TO PROVIDERS

These supplemental terms apply to Providers in addition to the other provisions of these Terms of Use. In the event of a conflict between the supplemental terms and any other terms herein, the supplemental terms shall prevail.

IN THE EVENT THAT YOU ARE A LICENSED HEALTHCARE PROVIDER USING THE SITE OR PRODUCT (FOR PURPOSES OF THIS SECTION REFERRED TO AS "PROVIDER" OR "YOU") YOUR RELATIONSHIP WITH THE THERX PRODUCT USERS IS DIRECTLY BETWEEN YOU AND THE PATIENT. THE PATIENT WILL NEVER HAVE A PHYSICIAN-PATIENT RELATIONSHIP WITH THERX. THERX DOES NOT PRACTICE MEDICINE AND OFFERS NO MEDICAL SERVICES. AS SET FORTH MORE FULLY BELOW, PROVIDER IS SOLELY RESPONSIBLE FOR ALL AGREEMENTS, CONSENTS, NOTICES, AND OTHER INTERACTIONS WITH PATIENTS AND OTHER CONSUMERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER IS SOLELY RESPONSIBLE FOR ALL BILLINGS AND COLLECTIONS FROM PATIENTS AND OTHER CONSUMERS, AND THERX SHALL HAVE NO LIABILITY WHATSOEVER TO PROVIDER WITH RESPECT TO ANY AMOUNTS OWED BY ANY PATIENT OR OTHER CONSUMER TO PROVIDER.

Speedy PT does not provide any medical advice, legal advice, or representations in any way regarding any legal or medical issues associated with Provider, goods, or services offered by Provider, including but not limited to any compliance obligations or steps necessary to comply with any state or federal laws and regulations. Provider should seek legal counsel regarding any legal and compliance

issues, and should not rely on any materials or content associated with the Product, Site, or Services in determining Provider's compliance obligations under law. THE THERX PRODUCT, SITE, AND THE SERVICES ARE NOT MEANT TO SUBSTITUTE OR MODIFY YOUR PROFESSIONAL JUDGMENT IN ANY WAY.

Provider shall be solely responsible for its use of the Product, Site, and Services, and the provision of medical services to Provider's patients. In this regard, Provider releases Speedy PT and waives any and all potential claims against Speedy PT as a result of Provider's use of the Product, Site, and Services, and the provision of services to Provider's patients.

### 13. INTELLECTUAL PROPERTY

Speedy PT retains all right, title, and interest in and to the Site, the Services and any information, products, documentation, software, or other materials on the Site, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property, or proprietary right in any of the foregoing, except for information on the Site licensed by Speedy PT (in that case, the license provider retains all right, title, and interest therein). The information available through the Site and the Services is the property of Speedy PT. You agree not to store, copy, modify, reproduce, retransmit, distribute, disseminate, rent, lease, loan, sell, publish, broadcast, display, or circulate such information to anyone. Use, reproduction, copying, or redistribution of Speedy PT trademarks, service marks, and logos are strictly prohibited without the prior written permission of Speedy PT. The immediately foregoing sentence also applies to any third party trademarks, service marks, and logos posted on the Site. Nothing contained on the Site should be construed as granting, by implication, estoppel, waiver, or otherwise, any license or right to use any trademarks, service marks, or logos displayed on the Site without the written grant thereof by Speedy PT or the third party owner of such trademarks, service marks, or logos. The Site may contain other proprietary notices and copyright information, the terms of which you agree to follow.

Speedy PT may delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, obscene, or in violation of copyright,

trademark, or other intellectual property or ownership right of any other person or entity.

#### 15. DISCLAIMER OF WARRANTIES

THERX DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. THERX DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. Speedy PT DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

WARRANTIES RELATING TO SERVICES OFFERED, SOLD, AND DISTRIBUTED BY THERX ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED BY THERX OR THIRD PARTIES WITH OR IN CONNECTION WITH THE APPLICABLE SERVICES. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE USE OR MISUSE OF THE SERVICES OBTAINED THROUGH OUR SITE MAY RESULT IN UNDESIRABLE OR UNEXPECTED CONSEQUENCES. THERX DOES NOT ACCEPT ANY LIABILITY FOR THE CONSEQUENCES ARISING FROM THE APPLICATION, USE, OR MISUSE OF ANY SERVICES CONTAINED ON OR MADE AVAILABLE THROUGH THE SITE, INCLUDING ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY AS A MATTER OF NEGLIGENCE, OR OTHERWISE.

16. LIMITATION OF LIABILITY REGARDING USE OF SITE  
EXCEPT AS PROVIDED BY LAW, AND WITHOUT LIMITATION:

THERX AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, OR LINKED WEBSITES IS TO STOP USING THE SITE OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF THERX TO YOU WITH RESPECT TO YOUR USE OF THIS SITE IS \$500 (FIVE HUNDRED DOLLARS). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

17. NO THIRD PARTY RIGHTS

Unless expressly stated in the Terms of Use to the contrary, nothing herein is intended to confer any rights or remedies on any persons other than you, Speedy PT and its affiliates. Nothing in the Terms of Use is intended to relieve or discharge the obligation or liability of any third persons to you, Speedy PT and its affiliates, nor shall any provision give any third parties any right of subrogation or action over against you, Speedy PT and its affiliates.

18. ASSIGNMENT

You may not assign, transfer, or delegate the Terms of Use or any part thereof without Speedy PT prior written consent. Speedy PT may freely transfer, assign, or delegate all or any part of the Terms of Use, and any rights or duties hereunder or thereunder. The Terms of Use will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

## 19. DISPUTE RESOLUTION; ARBITRATION AGREEMENT

We will try to work in good faith to resolve any issue you have with the Site, including without limitation, Services ordered or purchased through the Site, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

You and Speedy PT agree that any dispute, claim, or controversy arising out of or relating in any way to these Terms of Use or your use of the Site, including without limitation, Services ordered or purchased through the Site, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Speedy PT are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and Speedy PT.

If you desire to assert a claim against Speedy PT, and you therefore elect to seek arbitration, you must first send to Speedy PT, by certified mail, a written notice of your claim ("Notice"). The Notice to Speedy PT should be addressed to: Speedy PT, Chesterfield, NH, 03443 ("Notice Address"). If Speedy PT desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by Speedy PT, must (a) describe the nature and basis of the claim or dispute, and (b) set forth the specific relief sought ("Demand"). If Speedy PT and you do not reach an agreement to resolve the



claim within 30 days after the Notice is received, you or Speedy PT may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Speedy PT or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at <http://www.adr.org>. If you are required to pay a filing fee, after Speedy PT receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$2,000.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at <http://www.adr.org>, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope and enforceability of these Terms of Use, including, but not limited to, this arbitration agreement. Unless Speedy PT and you agree otherwise, any arbitration hearings will take place in Keene, NH. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including, but not limited to, the AAA rules regarding the selection of an arbitrator). If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Speedy PT's last written settlement offer made before an arbitrator was selected (or if Speedy PT did not make a settlement offer before an arbitrator was selected), then Speedy PT will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails

on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND THERX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and TherX agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

## 20. FORCE MAJEURE

We will not be deemed to be in breach of these terms or liable for any breach of these terms or our privacy policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, or other disaster.

## 21. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Speedy PT and any affiliates from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions, and suits (no matter whether at law or equity), fees, costs, and attorney's fees of any kind whatsoever arising directly or indirectly out of or in connection with: (i) your use or misuse of the Site, Services or any information posted on the Site; (ii) your breach of the Terms of Use or Privacy Policy; (iii) the content or subject matter of any information you provide to Speedy PT or customer service agent; or (iv) any negligent or wrongful act or omission by you in your use or misuse of the Site, Services, or any information on the Site, including without

limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

## 22.APPLICATION SUPPORT; FUNCTIONALITY

All questions and requests relating to Site support must be directed to Speedy PT. To submit a support request, please email us at Ben.speedypt@gmail.com The Select Third Parties, as defined in Section 25, are not responsible for providing support for the application portions of the Site and may not be contacted for support. Speedy PT will use commercially reasonable efforts to respond to questions and provide support. Please note that we may change or remove functionality and other features of the Site at any time, without notice.

## 23. MODIFIED DEVICES AND OPERATING SYSTEMS

Speedy PT will have no liability for errors, unreliable operation, or other issues resulting from use of the Site on or in connection with rooted or jail broken devices or use on any mobile device that is not in conformance with the manufacturer's original specifications, including, but not limited to, use of modified versions of the operating system (collectively, "Modified Devices"). Use of the Site on Modified Devices will be at your sole and exclusive risk and liability.

## 24. NO LIABILITY FOR SELECT THIRD PARTIES

Your wireless carrier, the manufacturer and retailer of your mobile device, the developer of the operating system for your mobile device, the operator of any application store (e.g., Apple, Google, etc.), marketplace, or similar service through which you obtain the Site, and their respective affiliates, suppliers, and licensors (collectively, the "Select Third Parties") are not parties to these Terms of Use and they do not own and are not responsible for the Site or maintenance and support of the Site. Speedy PT, and not any Select Third Parties, is responsible for addressing any claims raised by you or any third party regarding the Site or your use or possession thereof, including, but not limited to, claims related to product liability, legal, or regulatory requirements, and consumer protection or similar legislation. You are responsible for complying with all application store and other applicable Select Third Parties' terms and conditions. YOU AGREE: (A) THE SELECT

THIRD PARTIES DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE SITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (B) IN NO EVENT WILL THE SELECT THIRD PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) ARISING OUT OF THIS AGREEMENT OR THE SITE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; AND (C) IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY SELECT THIRD PARTY FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) OF EVERY KIND WILL IN NOT EXCEED FIVE DOLLARS (\$5.00); AND (D) YOU WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST THE SELECT THIRD PARTIES ARISING OUT OF THE SITE AND THESE TERMS OF USE. THE SELECT THIRD PARTIES ARE INTENDED THIRD PARTY BENEFICIARIES OF THESE TERMS OF USE, AND ARE CAPABLE OF DIRECTLY ENFORCING ITS TERMS. NOTHING CONTAINED IN THESE TERMS OF USE WILL BE CONSTRUED AS MODIFYING OR AMENDING ANY AGREEMENTS OR OTHER TERMS BETWEEN YOU AND THE SELECT THIRD PARTIES WITH REGARD TO THEIR SUBJECT MATTER. In the event of any claim that the Site or your possession and use of the Site infringes a third party's intellectual property rights, the Select Third Parties are not responsible for the investigation, defense, settlement, or discharge of the infringement claim.

## 25. EXPORT COMPLIANCE

You further agree to comply with U.S. export laws concerning the transmission of technical data and regulated materials via the Internet. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) your not listed on any U.S. Government list of prohibited or restricted parties. You agree to indemnify and hold Speedy PT and its affiliates harmless for any and all acts found or suspected to be in violation hereof. You shall indemnify and hold Speedy PT and its affiliates harmless against and from losses, damages, costs, and reasonable attorney fees incurred in defending or resolving any suits brought against Speedy PT or any of its affiliates by anyone arising out of any alleged violation of any anti-spamming rules, regulations, laws, statutes. Your Account will be terminated for any of the above infractions.

## 26. REVISIONS; GENERAL

Speedy PT reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. Speedy PT reserves the right to modify these Terms of Use at any time, effective upon posting. Any use of this website after such changes will be deemed an acceptance of those changes. You agree to review the Terms of Use each time you access this website so that you may be aware of any changes to these Terms. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between Speedy PT and you pertaining to the subject matter hereof. In its sole discretion, Speedy PT may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site. For purposes of these Terms of Use, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these Terms of Use as a whole.

## 27. PRODUCTS, CONTENTS, AND SPECIFICATIONS

All features, content, specifications, products and prices of products and services described or depicted on the Site are subject to change at any time without notice. Certain weights, measures and similar descriptions are approximate and are provided for convenience purposes only. We make all reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services in the Site at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from the Site. By placing an order,

you represent that the products ordered will be used only in a lawful manner. "The Mobility Manifesto LLC" is not responsible for any damage associated with products purchased.

## 28. SHIPPING LIMITATIONS

When an order is placed, it will be shipped to an address designated by the purchaser as long as that shipping address is compliant with the shipping restrictions contained on the Site. All purchases from the Site are made pursuant to a shipment contract. As a result, risk of loss and title for items purchased from the Site pass to you upon delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

Copyright/Trademark Information. Copyright ©2024 Speedy PT, LLC. All rights reserved. All trademarks, logos, and service marks ("Marks") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

How to Contact Us:

Speedy PT LLC

Email: [Ben.speedypt@gmail.com](mailto:Ben.speedypt@gmail.com)