

Last Updated: July 1, 2024

Terms of Use

Welcome to Tualatin Valley Physical Therapy, LLC! These Terms of Use (“Terms”) are an agreement between you and Tualatin Valley Physical Therapy, LLC (“TVPT”, “we”, “us”, or “our”) and apply to your access and use of our website at www.tv-pt.com, any other website or application where these Terms are posted, and any online products and services offered through or by our sites (collectively, the “Services”). By accessing or using our Services, you agree to these Terms. If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 16, do not access or use our Services. We may make changes to these Terms from time to time. If we make changes, we will provide notice by posting the amended Terms and updating the “Last Updated” date above and/or by sending you an email notification. Unless we say otherwise in our notice, or unless otherwise required by law, the amended Terms will be effective immediately and your continued access to and use of our Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Services. If you have any questions about these Terms or our Services, please contact us at admin@tv-pt.com.

1. Introduction

Services

Tualatin Valley Physical Therapy, LLC provides outpatient physical therapy services. Our website offers information about our services, scheduling options, and resources for patient education. The information provided on our website is for general informational purposes only and should not be considered medical advice. Always consult with a qualified healthcare provider for specific medical concerns.

Appointment Scheduling

Our website may offer options for scheduling appointments. By scheduling an appointment through our website, you agree to our cancellation and rescheduling policies, which will be communicated to you at the time of scheduling.

Payments

Payment for services rendered by Tualatin Valley Physical Therapy, LLC is required at the time of service unless prior arrangements have been made. We accept various forms of payment, including cash, credit/debit cards, and certain insurance plans. Please refer to our Payment Policy for more details.

Insurance

Tualatin Valley Physical Therapy, LLC is primarily an out-of-network provider. We currently do not accept any insurance, but we are working on being able to accept certain insurance plans, including auto insurance (PIP), workers' compensation, Medicare (Parts B and C), Medicaid (OHP), and TRICARE. Patients are responsible for understanding their insurance benefits and any out-of-pocket costs. We can assist with insurance claims, but it is ultimately the patient's responsibility to ensure payment.

2. Summary of Arbitration / Class Waiver / Opt-Out Procedures

These Terms contain binding arbitration and class action waiver terms. For more information about this process, including how you can opt-out of arbitration, please see Section 16 for more details.

3. Eligibility

By accessing and/or using our Services, you represent that you are at least 18 years of age, or the age of consent in the jurisdiction in which you access and/or use our Services, to access and/or use the Services. Our Services are not directed to children under the age of 13. By accessing and/or using the Services, you represent and warrant that:

- You can form a binding contract with TVPT;
- You are not a person who is barred from using the Services under the laws of the United States or any other applicable jurisdiction (i.e., you do not appear on the U.S. Treasury Department list of Specially Designated Nationals or face any other similar prohibition); and
- You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

4. Privacy

Please refer to our Privacy Policy, available at [Privacy Policy](#), for information about how we collect, use and disclose information about you.

5. Electronic Communications

By providing TVPT with your email address, you consent to receive electronic communications from TVPT. These communications may include notices about your access to or use of the Services (e.g., payment authorizations and other transactional information) and are part of your

relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

6. Terms of Sale

The following terms govern the purchase and sale of products and services through the Services.

a. Pricing and Availability

All prices are shown in U.S. dollars and taxes, shipping and handling charges (if applicable) are additional. All products and services are subject to availability and we reserve the right to impose quantity limits on any order, cancel all or any part of an order and discontinue products without notice, even if you have already placed your order. All prices are subject to change without prior notice.

b. Payment and Billing Information

By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, we will notify you and your order may be suspended or canceled if you do not resolve the issue promptly.

c. Errors

We attempt to be as accurate as possible and to eliminate errors; however, we do not warrant that all product and service descriptions, photographs, pricing and other information are accurate, complete, reliable, current or error-free. In the event of an error, we reserve the right to correct such error and revise your order accordingly (including charging the correct price) or to cancel the order and refund any amount charged. Your sole remedy in the event of an error is to cancel your order and obtain a refund.

d. Shipping and Handling

You agree to pay any shipping and handling charges presented to you at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the charges applicable to you before you make your purchase. When you purchase a product from us, any shipping times we provide are estimates only and actual delivery dates may vary. Title to, and the risk of loss for, all products pass to you upon delivery to you.

e. Returns and Refunds

We do not accept returns and will not issue refunds, except as otherwise provided in these Terms or required by law.

7. Third-Party Services and Links

Certain parts of our Services may link to or depend on services offered by third parties (collectively, "Third-Party Services"). Links to Third-Party Services are provided for your convenience only. We have no control over the contents of Third-Party Services, and we accept no responsibility for those services or for any loss or damage you may suffer from your use of the Third-Party Services, unless otherwise required by law. If you decide to access or use any Third-Party Services, you do so at your own risk and subject to the terms and conditions of the applicable Third-Party Services provider.

8. User Content

Our Services may allow you and other users to create, post, store and share content, including messages, text, photos, videos and other materials (collectively, "User Content"). Except for the license you grant below, you retain all rights in and to your User Content, as between you and TVPT. You grant TVPT a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully-paid and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display your User Content and any name, username or likeness provided in connection with your User Content in all media formats and channels now known or later developed without compensation to you. When you post or otherwise share User Content on or through our Services, you understand that your User Content and any associated information will be visible to the public. You may not create, post, store or share any User Content that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. Although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

9. Prohibited Conduct and Content

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. You will not:

- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Use any robot, spider, or other automatic device, process, or means to access our Services for any purpose, including monitoring and/or copying content or materials offered through the Services;

- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- Develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

You may not create, post, store or share any content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any unsolicited promotions, political campaigning, advertising or solicitations;
- Contains any private or personal information of a third party without such third party's consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- Is, in our sole judgment, objectionable, restricts or inhibits any other person from using or enjoying our Services, or may expose TVPT or others to any harm or liability of any type.

Enforcement of this Section 9 is solely at TVPT's discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this section does not create any private right of action for you or any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

10. Feedback

You may voluntarily submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about TVPT or our Services (collectively, "Feedback"). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, but not limited to, developing, copying, publishing, or improving the Feedback in TVPT's sole discretion. You understand that TVPT may treat Feedback as nonconfidential.

11. Copyright and Trademark Policy

If you are a copyright owner or an agent thereof and believe any content on our Services infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of the material that you claim is infringing and where it is located on our Services;
- Identification of the URL or other specific location on our Services where the material that you claim is infringing is located;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent can be reached at:

Attn: Copyright Agent
Tualatin Valley Physical Therapy, LLC
333 S 1st Ave
Hillsboro, OR 97062
Email: admin@tv-pt.com

12. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless TVPT and our officers, directors, agents, partners and employees (individually and collectively, the “TVPT Parties”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“Claims”) arising out of or related to (a) your access to or use of the Services; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with the Services. You agree to promptly notify TVPT Parties of any third-party Claims, cooperate with TVPT Parties in defending such Claims, and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). You also agree that the TVPT Parties will have control of the defense or settlement, at TVPT’s sole option, of any third-party Claims.

13. Disclaimers

Your use of our Services is at your sole risk. Except as otherwise provided in a writing by us, our Services and any content therein (including the Nutritional Content) are provided “as is” and “as

available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, TVPT does not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While TVPT attempts to make your access to and use of our Services safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Services.

14. Limitation of Liability

To the fullest extent permitted by applicable law, TVPT and the other TVPT Parties will not be liable for any indirect, special, incidental, or consequential damages of any kind (including lost profits) related to or arising out of your access to or use of our Services or from your inability to access or use our Services, whether or not TVPT has been advised of the possibility of such damages. To the fullest extent permitted by applicable law, the total liability of TVPT and the other TVPT Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the greater of \$100 or the amount you have paid to TVPT for the applicable product or service in the last twelve months out of which liability arose. The exclusions and limitations in this Section 14 apply to the fullest extent permitted by applicable law and will survive the termination of these Terms and your use of our Services.

15. Release

To the fullest extent permitted by applicable law, you release TVPT and the other TVPT Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or related to disputes between users and the acts or omissions of third parties.

16. Governing Law and Venue

Any dispute arising from these Terms and your use of the Services will be governed by and construed and enforced in accordance with the laws of Oregon, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Oregon or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration as set forth in Section 17 or cannot be heard in small claims court, will be resolved in the state or federal courts of Oregon and the United States, respectively, sitting in Washington County, Oregon.

17. Dispute Resolution; Binding Arbitration

Please read this Section 17 carefully because it requires you to arbitrate certain disputes and claims with TVPT and limits the manner in which you can seek relief from us. Except for small claims disputes in which you or TVPT seek to bring an individual action in small claims court located in the county of your billing address or disputes in which you or TVPT seeks injunctive

or other equitable relief for the alleged unlawful use of intellectual property, you and TVPT waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, all disputes arising out of or relating to these Terms or our Services will be resolved through confidential binding arbitration held in Washington County, Oregon, in accordance with the Streamlined Arbitration Rules and Procedures (“Rules”) of the Judicial Arbitration and Mediation Services (“JAMS”), which are available on the JAMS website and hereby incorporated by reference. You acknowledge and agree that you and TVPT are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and TVPT otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this Section 17 will be null and void.

18. Modifying and Terminating our Services

We reserve the right to modify our Services or to suspend or stop providing all or portions of our Services at any time. You also have the right to stop using our Services at any time. We are not responsible for any loss or harm related to your inability to access or use our Services.

19. Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

20. Miscellaneous

The failure of TVPT to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.

21. Changes to Terms of Service

We may make changes to these Terms from time to time. If we make changes, we will provide notice by updating the date at the top of these Terms. Unless otherwise stated, all changes are effective immediately upon posting. By continuing to use our Services after any changes come into effect, you agree to be bound by the revised Terms.

22. Contact Us

If you have any questions about these Terms or our Services, please contact us at:

Tualatin Valley Physical Therapy, LLC

333 S 1st Ave

Hillsboro, OR 97123

Email: admin@tv-pt.com

By using our Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms.