

## Terms of Use

Welcome to Kafer and Associates, L.L.C., a Texas limited liability company, d/b/a “i-HomeExerciseProgram” (“i-HEP”).

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern i-HEP's relationship with you in relation to this website.

If you disagree with any part of these terms and conditions, please do not use our website.

The term i-HEP or 'us' or 'we' or 'system' or 'website' or 'site' refers to the owner of the website whose registered office is PO Box 2541, Arlington, TX 76004. The term 'you' refers to the user or viewer of our website which may include, but not be limited to a facility administrator, practitioner, patient, or other user as directed by the aforementioned. The term “Website” refers to [www.i-HEP.com](http://www.i-HEP.com).

### **The use of this website is subject to the following terms of use:**

The Author provides the Website and the services, information, content and/or data (collectively, “Information”) contained therein for informational purposes only.

### **Professional Services Disclaimer**

While some of the Information on this site relates to health care and rehabilitation, it is not intended to provide or to be substituted for any medical or other health care professional advice. If medical or other health care professional advice is required, the services of a competent, licensed professional should be sought. Using, accessing and/or browsing the Website and/or providing personal or medical information to i-HEP does not create a physician-patient relationship between you and i-HEP. Nothing contained in the Website is intended to create a physician-patient relationship. You hereby agree that you shall not make any health or medical related decision based in whole or in part on anything contained in the Website.

### **DISCLAIMER OF ALL WARRANTIES**

THE INFORMATION MADE AVAILABLE ON THE WEBSITE IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, i-HEP MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INFORMATION, THAT THE INFORMATION MAY BE RELIED UPON FOR ANY REASON OR THAT THE INFORMATION WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY DEFECTS CAN OR WILL BE CORRECTED. USE OF SUCH INFORMATION IS VOLUNTARY ON YOUR PART, AND RELIANCE ON IT SHOULD ONLY BE UNDERTAKEN AFTER YOUR INDEPENDENT REVIEW OF ITS ACCURACY, COMPLETENESS, EFFICACY, AND TIMELINESS OR BY A PATIENT REFERRAL FROM A LICENSED MEDICAL OR OTHER HEALTH CARE PROFESSIONAL.

FROM TIME TO TIME THIS WEBSITE MAY ALSO INCLUDE LINKS TO OTHER WEBSITES. THESE LINKS ARE PROVIDED FOR YOUR CONVENIENCE TO PROVIDE FURTHER INFORMATION. THEY DO NOT SIGNIFY THAT WE ENDORSE THE WEBSITE(S). REFERENCE OR LINKING ON THIS WEBSITE TO ANY SPECIFIC HEALTH CARE SERVICE OR INFORMATION DOES NOT CONSTITUTE OR IMPLY OUR ENDORSEMENT OR RECOMMENDATION. WE HAVE NO RESPONSIBILITY FOR THE CONTENT OF THE LINKED WEBSITE(S).

WHILE WE MAKE EVERY EFFORT TO PRESENT ACCURATE AND RELIABLE INFORMATION ON THIS SITE, WE DO NOT ENDORSE, APPROVE, OR CERTIFY SUCH INFORMATION, NOR DO WE GUARANTEE THE ACCURACY, COMPLETENESS, EFFICACY, TIMELINESS OR CORRECT SEQUENCING OF SUCH INFORMATION. IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

YOU ACKNOWLEDGE THAT SUCH INFORMATION AND MATERIALS MAY CONTAIN INACCURACIES OR ERRORS AND WE EXPRESSLY EXCLUDE LIABILITY FOR ANY SUCH INACCURACIES OR ERRORS TO THE FULLEST EXTENT PERMITTED BY LAW. YOUR USE OF ANY INFORMATION OR MATERIALS ON THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK, FOR WHICH WE SHALL NOT BE LIABLE. IT SHALL BE YOUR OWN RESPONSIBILITY TO ENSURE THAT ANY PRODUCTS, SERVICES OR INFORMATION AVAILABLE THROUGH THIS WEBSITE MEET YOUR SPECIFIC REQUIREMENTS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, i-HEP MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE WEBSITE REGARDING TREATMENT OF MEDICAL CONDITIONS, ACTION, OR APPLICATION OF MEDICATION.

UNDER NO CIRCUMSTANCES, AS A RESULT OF YOUR USE OF THE WEBSITE, WILL i-HEP BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES UNDER ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, i-HEP SHALL HAVE ABSOLUTELY NO LIABILITY IN CONNECTION WITH THE WEBSITE FOR:

1. DAMAGES AS A RESULT OF LOST PROFITS, LOSS OF GOOD WILL, WORK STOPPAGE, FAILURE OF PERFORMANCE, DELAYS IN OPERATION OR TRANSMISSION, NON-DELIVERY OF INFORMATION, DELETIONS OF FILES, MISTAKES, DEFECTS, ERRORS, INTERRUPTIONS OR COMPUTER FAILURE OR MALFUNCTION;
2. ANY LOSS OR INJURY CAUSED, IN WHOLE OR IN PART, BY i-HEP'S ACTIONS, OMISSIONS, OR NEGLIGENCE, OR FOR CONTINGENCIES BEYOND i-HEP'S CONTROL, IN PROCURING, COMPILING, OR DELIVERING THE INFORMATION;
3. ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION ON THE WEBSITE REGARDLESS OF HOW CAUSED, OR DELAYS OR INTERRUPTIONS IN DELIVERY OF THE INFORMATION; OR
4. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE INFORMATION.

### **Reservation of Intellectual Property Rights**

The Website is protected by United States and Texas intellectual property laws, including but not limited to United States copyright laws. i-HEP hereby reserves any and all intellectual property rights in and to the Website, its content, and the trademark i-HEP.

This Website contains material, which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, content, graphics, and videos. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trademarks reproduced in this Website, which are not the property of, or licensed to, the operator, are acknowledged on the Website. Unauthorized use of this Website may give rise to a claim for damages and/or be a criminal offense.

### **Age restriction**

The Website is intended for persons eighteen (18) years or older. Persons under the age of eighteen (18) should not access, use and/or browse the Website without the express written consent of their parent or legal guardian.

### **Indemnification**

You agree to indemnify and hold i-HEP harmless from any claim or demand, including attorneys' fees, made by any third party as a result of (1) any content posted or made available by you on this Website,

(2) any violation of law that occurs by you through the Website, and/or (3) anything you do using the Website and/or the Information contained therein.

**Invalidity**

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part in any jurisdiction, then that provision shall be deemed ineffective in such jurisdiction but shall have no effect on the enforceability of the remaining provisions.

**Governing Law and Consent to Jurisdiction**

This Agreement and your use of the Website, along with the Information contained therein, shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of laws principles, and you agree to submit to the jurisdiction of courts in the State of Texas.

**Entire Agreement**

You hereby acknowledge that this Agreement, along with the Privacy Policy, represents the entire understanding between you and i-HEP concerning your use of the Website and the Information contained therein.

**Privacy**

This Website uses cookies to monitor browsing preferences. If you do allow cookies to be used, personal, non-identifiable, information, may be stored by us for use by third parties.

Last updated May 30, 2014