

Social Media Terms and Conditions of Use

These terms govern your (“**Individual**”) use and viewing of, as well as posting comments references, tagging and contributing ideas and/or images, etc. (“**Content**”) to Beyond Basics Physical Therapy, LLC’s (“**Beyond Basics**”) websites, blogs, Facebook page, LinkedIn page, Twitter feed, etc. (each a “**Social Media Platform**” and collectively, the “**Social Media Platforms**”). Individual agrees to these terms.

- If Individual desires to post and/or disseminate Content on Social Media Platforms, Individual will make good faith attempts to only post Content that is accurate and factual and not designed to falsely put Beyond Basics or its employees, agents, professionals, vendors, or contractors (collectively, “**Personnel**”) in a bad light. By uploading Content to the Social Media Platforms, Individual agrees that Individual has all necessary licenses and permissions to use and share such Content.
- Beyond Basics actively participates in Social Media Platforms, and often responds to comments posted therein; however, Beyond Basics and its Personnel cannot respond to every comment. Thus, the fact that Beyond Basics does not respond to a particular comment should not be construed as an implicit agreement of any third-party’s Content.
- Beyond Basics cannot offer medical advice, diagnosis or treatment via Social Media Platforms. If you have a question about your specific medical condition, you should contact your doctor or other qualified healthcare professional. **If you are in the U.S. and experiencing a medical emergency, please call 911.**
- Beyond Basics does not moderate or censor comments, but Beyond Basics reserves the right to delete comments that are, for instance, but not by way of limitation, abusive, divisive, inaccurate, false, derogatory, are off topic or that contain foul language, spam or advertisements for commercial products, etc. Disagreements and feedback/criticism are welcome, but mutual respect is a must and abusive language is inappropriate and will not be tolerated.
- For your privacy, you should consider carefully before posting personal information (including medical information) to the internet. **Beyond Basics discourages Individual from posting any personal information on the internet (including Social Media Platforms).** Please remember that your posts, comments, and Content are available for all to see in a public forum.
- By accessing, viewing, posting or otherwise using any content on or available through the Beyond Basics Social Media Platforms, Individual unconditionally accepts the following:
 - Use of The Social Media Platforms does not create a physician-patient relationship with Beyond Basics or any Personnel. The Social Media Platforms are made available with the understanding that Beyond Basics and its Personnel are not engaged in rendering medical, health, or any other kind of personal professional services through the Social Media Platforms.
 - Individual users should consult with a medical, health or other competent professional before taking any action or drawing any inferences based upon the information accessed or viewed through the Social Media Platforms. Any action taken by an Individual upon viewing information on The Social Media Platforms is at the Individual’s sole risk. Individual should NOT rely on any information on The Social Media Platforms to replace or overrule a licensed health care professional’s judgment or clinical diagnosis.
 - Beyond Basics and its Personnel do not guarantee or warrant The Social Media Platforms against errors, defects, delays, omissions, interruptions or losses, including losses of data, nor

are any files downloaded from such Social Media Platforms warranted or guaranteed to be free of viruses, bugs, worms or other such destructive properties.

- Beyond Basics will make reasonable efforts to keep the Beyond Basics Social Media Platforms operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Beyond Basics reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions or entire Social Media Platforms, as well as features of the Beyond Basics Social Media Platforms, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Beyond Basics Social Media Platforms or any function or feature thereof. Individual understands, agrees, and accepts that Beyond Basics has no obligation to maintain, support, upgrade, or update the Social Media Platforms, or to provide all or any specific content through the Social Media Platforms. This section will be enforced to the extent permissible by applicable law.
- Individual must not misuse the Social Media Platforms (and Individual is solely responsible for the Content posted to such Social Media Platforms). Individual must not:
 - Copy any information or Content from the Social Media Platforms;
 - Use the Social Media Platforms to construct any kind of database;
 - Share Content or engage in behavior that is illegal, or intended to promote or commit an illegal act of any kind, including, but not limited to, posting Content that violates, or infringes upon, anyone's intellectual property rights (such as copyrights, moral rights, trademarks, trade dress, patents, trade secrets, unfair competition, right of privacy, right of publicity, and any other proprietary rights);
 - Post, upload, or share any Content that includes passwords or purposely includes any other user's password or purposely includes personal data of third parties or is intended to solicit such personal data;
 - Post, upload, or share any Content that includes malicious content such as malware, trojan horses, or viruses, or otherwise interferes with any user's access to the Social Media Platforms;
 - Post, upload, or share any Content that impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;
 - Post, upload, or share any Content that involves the transmission of unsolicited mass mailings or other forms of spam, junk mail, or chain letters;
 - Use automated means to artificially promote Content;
 - Post, upload, or share any Content that is disruptive, harassing, offensive, pornographic, unlawful, harmful, threatening, abusive, tortious, defamatory, embarrassing, libelous, vulgar, lewd, obscene, profane, invasive of another's privacy, or hateful or racially, ethnically or is otherwise objectionable;
 - Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - Perform any action in attempt to (or to actually) disable, impair, or destroy the Social Media Platforms or perform any action that interferes with or in any way disrupts the Social Media Platforms, tampers with, breaches, or attempts to probe, scan, or test for vulnerabilities in the Social Media Platforms or other Beyond Basics

- networks, or security components, authentication measures or any other protection measures applicable to the Social Media Platforms; or
 - Disrupt, interfere with, or inhibit any other user from using/accessing/viewing the Social Media Platforms (such as stalking, intimidating, or harassing others, inciting others to commit violence, or harming minors in any way);
 - Engage in chain letters, junk mails, pyramid schemes, spamming, or other unsolicited messages;
 - Place advertisement of any products or services or other commercial or sales materials (such as advertising, promotions, contests, sweepstakes, or pyramid schemes) in the Social Media Platforms except with the president's prior written approval;
 - Post any Content that is political in nature;
 - Use any data mining or similar data gathering and extraction methods in connection with the Social Media Platforms; and
 - Violate applicable law (including, but not limited to, any local, state, federal and international laws and regulations).
- INDIVIDUAL UNDERSTANDS AND AGREES THAT THE SOCIAL MEDIA PLATFORMS ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. INDIVIDUAL USES THE SOCIAL MEDIA PLATFORMS AT INDIVIDUAL'S OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BEYOND BASICS AND ITS PERSONNEL MAKE NO REPRESENTATIONS AND DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER BEYOND BASICS NOR ANY PERSONNEL WARRANTS THAT THE BEYOND BASICS SOCIAL MEDIA PLATFORMS ARE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, BEYOND BASICS AND ITS PERSONNEL MAKE NO REPRESENTATION NOR DO THEY WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), CONTENT, OR ANY OTHER PRODUCT OR SERVICE POSTED, ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE SOCIAL MEDIA PLATFORMS OR ANY HYPERLINKED WEBSITE OR APPLICATION, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. INDIVIDUAL UNDERSTANDS AND AGREES THAT BEYOND BASICS IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN INDIVIDUAL AND ANY THIRD PARTIES OR THIRD PARTY APPLICATIONS OR PRODUCTS OR SERVICES ADVERTISED ON OR THROUGH THE BEYOND BASICS PLATFORMS. AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, INDIVIDUAL SHOULD USE INDIVIDUAL'S JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY INDIVIDUAL FROM BEYOND BASICS SHALL CREATE ANY WARRANTY ON BEHALF OF BEYOND BASICS IN THIS REGARD.
- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BEYOND BASICS (OR ITS PERSONNEL) BE LIABLE TO INDIVIDUAL OR ANYONE ELSE FOR: (A) ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, OR PROFITS, WHETHER OR NOT FORESEEABLE; AND (B) ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE ARISING FROM OR IN ANY WAY RELATED TO (DIRECTLY OR INDIRECTLY) THE SOCIAL MEDIA PLATFORMS OR INDIVIDUAL ACCESSING OR

UTILIZING THE SAME. BY WAY OF CLARIFICATION AND NOT LIMITATION, BEYOND BASICS IS NOT LIABLE (IN ANY MANNER) FOR ANY LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE, BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH INDIVIDUAL'S USE OF (OR INABILITY TO USE) OR ACCESS TO THE SOCIAL MEDIA PLATFORMS. INDIVIDUAL'S ACCESS AND USE OF THE SOCIAL MEDIA PLATFORMS IS AT INDIVIDUAL'S SOLE RISK.

- INDIVIDUAL ASSUMES ALL RESPONSIBILITY RELATED TO THE SECURITY, PRIVACY AND CONFIDENTIALITY ASSOCIATED WITH SENDING ANY CONTENT OVER THE INTERNET. BEYOND BASICS DOES NOT WARRANT OR SAFEGUARD AGAINST INTENTIONAL OR MALICIOUS ATTEMPTS TO INTERCEPT OR COMPROMISE USER INFORMATION POSTED TO THE SOCIAL MEDIA PLATFORMS OR SENT OVER THE INTERNET. AS STATED ABOVE, INDIVIDUAL SHOULD NOT POST ANY PERSONAL INFORMATION ON THE INTERNET OR SOCIAL MEDIA PLATFORMS.
- Individual will indemnify, defend, reimburse, and hold Beyond Basics and its subsidiaries, affiliates, officers, agents, employees, partners, vendors, contractors, licensors, and Personnel from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to Individual's Content, use of the Social Media Platforms, and/or violation of these terms.
- Any dispute, claim or action related to your use, viewing, posting or access to The Social Media Platforms shall be construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles.
- Beyond Basics failure to enforce or exercise any of these terms is not a waiver of that section.
- If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.
- Beyond Basics may assign these terms and conditions of use to any third-party in writing. Individual may not assign his/her rights (in whole or in part), nor transfer or sublicense Individuals rights to any third-party.

BEYOND BASICS RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO SUSPEND, MODIFY OR UPDATE THESE TERMS AND CONDITIONS, AS WELL AS REMOVE ANY OR ALL SOCIAL MEDIA PLATFORMS AT ANY TIME WITHOUT ADVANCE NOTICE.

4828-9954-6445, v. 2