

LAST REVISED , October 9, 2023

## Website Terms of Use and Privacy Policy

### Accessing the Website means you agree to these Terms

These Terms (“Terms”) are a legal agreement between you (the end user of the Website) and Athletico Management, LLC, (acting on behalf of its subsidiaries, affiliates, and licensors, collectively “Organization”) and govern your access and use of the Website (defined below). Organization may amend these Terms from time to time. By your continued use of the Website, you agree to these Terms in their then current form. If you do not agree with the Terms, do not continue to use the Website.

"Website," means all websites and pages located at the following root domains: <https://www.athletico.com> and <https://my.athletico.com>. Website excludes content that is located at other root domains. The Website contains links to websites operated by other parties. The Organization does not sponsor, operate, control, or endorse any of these sites, nor the information, products, or services provided by third parties through the Internet, nor does the Organization make any guarantee, warranty, or representation regarding the accuracy of the information contained on the websites. The Organization has no control over the security or privacy practices of these external websites. Use of other sites is strictly at your own risk including, but not limited to, any risks associated with destructive viruses. You are responsible for viewing and abiding by the terms and conditions of use and privacy statements of the other websites.

You may be required to accept or acknowledge additional terms when you navigate to certain pages of our Website, or to complete some transactions (See below Additional Terms).

These Terms are organized as follows

- [General Terms](#) – The General Terms tell you what rules generally apply to your use of the Website.
- [Privacy Policy](#) - The Privacy Policy tells you how Organization collects, uses, protects, shares, and controls information about you related to your interaction with the Website.
- [Newsletters, Emails, Texts](#) and Electronic Communications Policy - more details over how Organization will communicate with you through certain electronic methods.

This website uses encryption software. In order to use Organization’s Website, you must have:

- A personal computer equipped with an Internet browser that has 128-bit encryption enabled and configured to accept cookies (e.g., Internet Explorer 12 & above, Microsoft Edge 88 & above, Safari 12 & above, Google Chrome 94 & above, or Firefox 89 & above; other browsers may not allow you to view materials);

- Internet access, a valid email account, software to receive and read email messages, and spam filters set to accept email from our domain; and
  - Adobe Reader installed (to download a copy of Adobe Reader, please go to <https://www.adobe.com/products/acrobat/readstep2.html>)
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## General Terms of Use

### **1. MEDICAL DISCLAIMER: The Website is not a substitute for medical advice from your health care provider.**

**Unless expressly stated otherwise, nothing contained in or provided through the Website is intended to be used for medical diagnosis or treatment, nor as an endorsement by Organization. Nothing on this Website should be used in place of the advice of your qualified healthcare provider. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF SOMETHING YOU READ, VIEWED, OR HEARD VIA THE WEBSITE. IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR HEALTH, PLEASE CONTACT YOUR HEALTHCARE PROVIDER.**

The Website contains content that is provided under license from third parties. Such content is licensed and maintained exclusively by third parties. Organization provides you with access to such content solely for your education and makes no representation or warranty regarding the accuracy of such content. You agree to hold Organization and third-party licensors of such content harmless from any claims or harm that may result from your access to this copyrighted material.

### **2. The Website is for your noncommercial, personal use.**

Organization makes the Website available for your lawful, noncommercial, personal use, general information, and educational purposes only and grants you a limited, revocable, non-assignable, onsublicensable, terminable, nonexclusive license to access and use this Website for your noncommercial use. This Website includes content which is licensed to Organization by third parties for inclusion on the Website. No part of this Website may be reproduced, or otherwise exploited for commercial purposes without the express written permission of Organization.

### **3. Disclaimer of Warranties and Limitation of Liability.**

Organization makes no representations or warranties about the suitability of the Website for any particular purpose. Organization assumes no responsibility for any loss or harm that occurs resulting from your use of the Website. Your use of the Website is solely at your own risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you.

THIS WEBSITE IS PROVIDED BY ORGANIZATION ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ORGANIZATION DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED ON THE WEBSITE AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION. ORGANIZATION DOES NOT WARRANT THAT THE WEBSITE IS SECURE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

THE INFORMATION CONTAINED ON THE WEBSITE IS NOT CONFIDENTIAL AND DOES NOT ESTABLISH A TREATMENT RELATIONSHIP.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ORGANIZATION BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, FEES, FINES, PENALTIES, LOSS OF REVENUE OR BUSINESS OR LIABILITIES IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THE WEBSITE AND/OR CONTENT OR INFORMATION PROVIDED ON OR THROUGH THE WEBSITE.

BY USING OR ACCESSING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE.

IF THE FOREGOING LIMITATIONS ARE DISALLOWED, IN ANY EVENT, THE TOTAL LIABILITY FOR ORGANIZATION SHALL BE \$5.00 USD.

#### **4. Applicable Law and Jurisdiction.**

By using Organization's Website, you agree that the laws of the State of Illinois, without regard to principles of conflict of laws, will govern the Terms and any dispute arising from or relating to the Terms. In addition, you agree to submit to the exclusive jurisdiction of the local, state, or federal courts located in DuPage County, Illinois.

#### **5. Additional Terms.**

The Website is comprised of content provided by Organization as well as content provided in conjunction with, or solely by, third parties. In addition, the Website may contain links to other websites or access to applications that are outside of our control. As a result, in order to access some information, products, services, or websites you may be required to accept additional terms, or additional terms may be presented to or made available to you. The additional terms will supersede, modify, or supplement these Terms. To the extent that such information, product, service, or website is provided by a third party, Organization assumes no responsibility for such

third-party information, products or services and you acknowledge that Organization is not responsible for the accuracy or other aspects such third party information, products, or services.

## **6. Copyright and Trademark Information**

All software, content, and the compilation of all content included on this Website is the property of Organization or its licensors and is protected by copyright laws. The Organization logo is a registered trademark of Organization. The product and service names profiled herein are proprietary marks of Organization. All other brands and names are the property of their respective owners. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit, or distribute any of the material on the site without the prior written consent of Organization.

## **7. We will comply with the Digital Millennium Copyright Act**

If you have any copyright concerns about materials posted on the Website, you agree to let Organization know. Pursuant to Title 17, United States Code, Section 512(C)(2), notifications of claimed copyright infringement should be sent to Organization's Designated Agent. An effective notification contains the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All inquiries not compliant with the described procedure will not receive a response. For more information email [info@athletico.com](mailto:info@athletico.com) and include "IP Policy" in the subject line of your email.

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## **Privacy Policy**

**We respect your privacy. This Privacy Policy explains how we collect and use your personal information on this Website. Please read it carefully.**

This policy describes how Organization collects and uses personal information through this Website. Personal information does not include protected health information (PHI). The [Notice of Privacy Practices](#) describes how we use and disclose your PHI. Information regarding how you can access information contained in a designated record set may be found [here](#) or by contacting the medical records department at [medicalrecords@athletico.com](mailto:medicalrecords@athletico.com).

### **What Information Do We Collect?**

Organization automatically collects certain information from your device when you visit the Website. This information includes information about:

- Your device, such as which operating system or browser your device uses
- The date and time you visited the Website
- Where your device is located (geolocation information)
- Which pages on our website you have visited
- Which page(s) on the Internet you came from
- The times and dates you visit the Website

Organization also collects information that you provide to us. You provide this information when you:

- Fill in forms on our Website
- Participate in, link or name Organization in social media
- Use apps provided by us
- Register for an account or respond to a survey.

Many of our services do not require any form of registration, which means you may visit the Website without telling us who you are. However, some services may require you to provide us with personal data. In these situations, if you choose to withhold any personal data requested by us, you may not be able to gain access to certain parts of the Website, or we may not be able to respond to your query.

### **What Do We Do With The Information?**

We use or disclose the information to:

- Provide you with services and access to information
- Establish and maintain communications with you
- Make our Website operate better
- Operate our business
- Comply with law and security
- Protect against fraudulent, suspicious, or other legal activities
- For information gathered through a research survey:
  - We use information for quality improvement purposes, including to improve information and services offered through the Website.

- If you provide feedback, you may be individually contacted for follow-up due to concerns raised during the course of such evaluation.
- Demographic information and web log data may be stored for future research and evaluation.

### **What about Cookies?**

A “cookie” is a small set of computer data that allows us to maintain records of the activities of users visiting the Website. Cookies may be used to customize the delivery of content based on your usage patterns and interests. The cookies do not identify users by name or any other personal identifier. We use cookies as follows:

- Unregistered users may have cookies placed on their computers for use in customizing the delivery of content based on usage patterns and interests.
- Registered users may have cookies placed on their computers to allow their experience on the Website to be customized and facilitated. For example, a class registration form may have the User’s name and address entered as a convenience to the User.

### **What about Other Information and Websites?**

Organization uses third party service providers, including but not limited to Google Analytics and cookies (social media pixels and digital advertising pixels) in order to improve our service, user experience, and to analyze how the website is used. Aside from your device's Internet Protocol address (IP address), which can disclose your general location, the information collected by Google Analytics and Adobe Analytics is anonymized traffic data including length of stay on the Website, browser information, and device information. The collected information is used to provide an overview of how people are accessing and using the Website. For information about how Google Analytics uses data when you use partners' sites or apps see [www.google.com/policies/privacy/partners](http://www.google.com/policies/privacy/partners).

### **What About International Privacy Laws?**

Organization only offers services within the United States, and the Website is only intended to be used by users in the United States. If you are visiting the Website from outside the United States of America, your information will be transferred to, stored, and processed in the United States. By visiting the Website, you consent to the transfer of your information to the United States and the use and disclosure of your information as described in this Privacy Policy. Furthermore, you consent to the exclusive jurisdiction of the United States for purposes of any question of law or fact related to your use or access to the Website.

### **With Whom Do We Share Personal Information?**

*Our Service Providers.* We may share your personal information with companies (including our affiliates) that perform services on our behalf, for example, companies that help process credit card payments. Our service providers are required by contract to protect the confidentiality of the

personal information we share with them and to use it only to provide specific services on our behalf.

*Government and Legal Disclosures.* We may disclose the personal information we collect through the Website, when we, in good faith, believe disclosure is appropriate to comply with law (or a court order or subpoena); to prevent or investigate a possible crime, such as fraud or identity theft; to enforce the Terms or other agreements with you; or to protect the rights, property or safety of Organization, our users, or others.

## **Security**

While we do our best to protect your personal information, we cannot guarantee the security of any information that you transmit to us and you are solely responsible for maintaining the secrecy of any passwords or other account information. It is your sole responsibility to promptly inform Organization of any need to deactivate a password.

## **COPPA Compliance**

The Website is not directed at children under the age of 13. We comply with the Children's Online Privacy Protection Act ("COPPA") and do not knowingly permit registration or submission of personally identifiable information by anyone under 13 years of age. If you believe information of a child under 13 has been submitted, please advise us in writing and we will delete it.

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## **Newsletters, Emails and Texts to You**

At registration and at various times as you use the Website, you will have the option of receiving regular newsletters, email, or Short Message Service (SMS) texts (electronic communications) with personally identifiable informational (PII) or promotional newsletters (Promotional Materials). Messages may come from Organization directly and/or from third parties on our behalf.

You may elect to receive electronic communications through a variety of methods including, but not limited to, express statements in which you provide your email address or mobile telephone number or through general consents where you provide your contact information to Athletico. Provision of your email address or mobile telephone number to Athletico allows Athletico or its service partners to contact you to communicate information such as test results, appointment reminders, or for general correspondence related to your care.

## **Mobile Texting Terms and Conditions**

Athletico Physical Therapy, and third parties communicating on our behalf, deliver SMS text messages to our patients. Such messages may include, but are not limited to, appointment reminders, remaining balance reminders, patient portal invitations, clinical outcome assessment

reminders, home exercise program reminders, net promoter score survey requests, and other message notifications. Patients must be 18 years of age or older to opt-in and/or receive these text messages. By providing Athletico your mobile number, you agree to receive voice and electronic communications by voice and text.

You may opt out of receiving certain SMS messages at any time. Just reply “STOP” to the SMS message that you no longer want to receive. After you reply STOP to the SMS message, we will send you a follow-up SMS message to confirm that you have been unsubscribed from receiving that type of message. After this, you will no longer receive that type of SMS message from us, though you may still receive other types of SMS messages from us if you opted into receiving additional types of messages from Athletico or third parties communicating on our behalf. (For example, if you reply STOP to a message about patient portal invitations, you will stop receiving messages about patient portal invitations, but you may still receive messages about home exercise programs.) If you want to receive an SMS message that you previously opted out of, just sign up as you did the first time, and we will start sending those types of SMS messages to you again.

If you are experiencing issues with the messaging program, you can reply with the keyword “HELP” for more assistance , or you can get help directly by emailing [OptOutRequest@athletico.com](mailto:OptOutRequest@athletico.com).

Carriers are not liable for delayed or undelivered messages.

Message and data rates may apply for any messages sent to you from us and to us from you. Any costs incurred as a result of this messaging are your responsibility. Message frequency varies, but, generally, you will receive fewer than five text messages per week from Athletico, however you may receive more if you have multiple appointments scheduled during the week. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

### **Emails Terms and Conditions**

Athletico Physical Therapy delivers email messages to our patients. Such email may include Promotional Materials. By providing your e-mail address you agree to receive e-mail and agree that the that the device(s) and account(s) that will receive the electronic communications are appropriately secured. If you wish to stop receiving marketing emails at any time you can click on the ‘unsubscribe’ link at the bottom of the emails and follow the instructions or you may do so by emailing [OptOutRequest@athletico.com](mailto:OptOutRequest@athletico.com).

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### **Compliance**

By accessing this website, you agree and consent that your use of the website any services or materials are subject to your agreement with these Terms and Privacy Policy. You agree that you will not violate any local, state, federal or international laws in using the website or accessing any material on this website. Organization reserves the right to prohibit, restrict, or discontinue



your access to certain pages within the website, if you violate any of the Terms. Organization also reserves the right to temporarily or permanently discontinue this site, any page, or any functionality on this website at any time and without notice. Organization may modify these Terms at any time without notice. Furthermore, Organization reserves the right to report violations of law to appropriate law enforcement agencies and to pursue all other rights and remedies available to it under civil or criminal law.

Our postal address is: 2122 York Road, Ste. 300, Oak Brook, Illinois 60523. We can be reached via e-mail at [info@athletico.com](mailto:info@athletico.com) or by telephone at 630-575-6200.

Athletico collects and uses some of your personal information in its normal course of business. The information may be used to plan new products or services, gauge customer satisfaction, measure awareness of products or services, or to test reactions to products, services, or communications. This policy explains how Athletico collects and uses personal information. Below are the primary uses of this information supplied to us:

- Establishing and maintaining communications with you;
- Providing requested services or content from Athletico;
- Responding to your inquiries services or content;
- Making proposals for future service needs;
- Meeting legal, security, processing, and regulatory requirements;
- Protecting against fraudulent, suspicious, or other illegal activities; and
- Compiling statistics for analysis of our sites and our business.

Our Web server collects information of the domain name of the server from which you are visiting for the sole purpose of determining the number of visitors to our site and sources of traffic. We do not automatically store the domain name and e-mail address of our visitors and collect no identifiable personal information from site visitors unless voluntarily provided. The only way we obtain your name or e-mail address is when you choose to provide that information to us through an online form submission.

As you navigate our website, we may also collect information through common information-gathering tools, including “cookies”, small text files that are placed on visitor browsers to streamline use of the site during a visit and/or identify web use patterns. Cookies enable a faster and easier experience for the user while not reading data off your computer’s hard drive.

We use cookies for the following purposes:

- Where strictly necessary: These cookies enable you to move around our website and use its features. Without these cookies, some features, such as paying a bill or requesting an appointment, cannot be provided. These cookies do not gather information about you that could be used for marketing or remembering where you have been on the internet.
- Performance: These cookies collect information about how visitors use our website, such as which pages are most frequently visited or have the most errors. They also allow us to track the number of visitors to our website, all of which enables us to see how visitors use

the website to improve its functionality. All information collected by these cookies is anonymous.

- **Functionality:** These cookies allow our website to remember your web browser preferences.
- Our website uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses cookies to help the website analyze how users use the website. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity, and providing other services relating to website activity and internet usage for AMA and its affiliates. Google may also transfer this information to third parties when required to do so by law or when such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser; however, please note that if you do so, you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.
- We use cookies and tracking technologies to help us develop our understanding of your interests and what content and services may be relevant to you. None of this information is transferred to third parties.

We use Hotjar in order to better understand our users’ needs and to optimize this service and experience. Hotjar is a technology service that helps us better understand our users’ experience (e.g. how much time they spend on which pages, which links they choose to click, what users do and don’t like, etc.) and this enables us to build and maintain our service with user feedback. Hotjar uses cookies and other technologies to collect data on our users’ behavior and their devices. This includes a device's IP address (processed during your session and stored in a de-identified form), device screen size, device type (unique device identifiers), browser information, geographic location (country only), and the preferred language used to display our website. Hotjar stores this information on our behalf in a pseudonymized user profile. Hotjar is contractually forbidden to sell any of the data collected on our behalf.

With respect to Ad Servers, we do not partner with or have special relationships with any ad server companies. Further, we do not sell, trade, or rent your information to any other organizations.

If you supply us with your postal address on-line you may receive periodic mailings from us with information on new products and services or upcoming events. If you do not wish to receive such mailings, please let us know by calling us at the number provided above, or e-mailing us at the above address.

Persons who supply us with their telephone numbers on-line may receive telephone contact from us with information regarding new products and services or upcoming events. If you do not wish to receive such telephone calls, please let us know by sending us an e-mail at the above address, or calling us at the above telephone number.

By using our website, you consent to the collection and use of the information discussed above by Athletico. From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future we will post the policy changes to our Web site to notify you of these changes and provide you with the ability to opt out of these new uses. If you are concerned about how your information is used, you should check back at our Web site periodically.

Customers may prevent their information from being used for purposes other than those for which it was originally collected by e-mailing us at the above address, or calling us at the above telephone number.

In compliance of the European Union's General Data Protection Regulation (GDPR), Athletico does not utilize data for any reasons other than to fulfill commitments to existing products and services. Athletico does not share any personal data or information collected from this site with third parties for their direct marketing purposes. Athletico has data retention and storage mechanisms in place to control access to the data and has placed limits on what purposes the data can be used for.

We welcome your questions and comments about privacy. Please send your comments via e-mail at [info@athletico.com](mailto:info@athletico.com). If you feel that this site is not following its stated information policy, you may contact us at the above address, phone number or via e-mail.