

Terms & Conditions

Late Cancellation and No-Show Policy

Late Cancellation Policy

Appointments can be canceled up to 24 hours before start time without any charge.

If a cancellation takes place within 24 hours of the appointment start time, a late cancellation fee \$75 will be charged.

No Show Policy

Missed appointments will incur a fee of the full \$175.

Late Arrival Policy

If you are running late to your appointment, please give us a courtesy call as soon as possible to notify our staff, and ensure that we can still accommodate your appointment. We do uphold a 15-minute rule to be able to accommodate you with an abbreviated treatment. If you are more than 15 minutes late, we may not be able to accommodate your appointment, in which you will be asked to reschedule.

Thank you for your attention to this matter, as we aim to make your Custom Physical Therapy experience amazing.

Refund Policy

We do not offer refunds for services rendered.

Disclaimer:

From time to time, we may review or update these fees, and if we are to do so, you will be notified.

Custom Physical Therapy Terms and Conditions of Use Agreement

This is our Terms and Conditions of Use Agreement (hereinafter referred to as the “Agreement”) for use of the Custom Physical Therapy website. This Website is not directed to persons under eighteen (18) years of age. The Website is owned by Custom Physical Therapy. This Agreement applies to all of the products, services and websites used by Custom Physical Therapy, the mobile versions thereof, any Website software that you have embedded on a web site or are about to embed (“Widgets”), and any applications (“Apps”) created by Custom Physical Therapy whether available through a social networking site or its subsidiaries or affiliated companies. The information presented on this Website is in no way intended as medical advice or as a substitute for medical treatment. This information should only be used in conjunction with the guidance and care of your physician. Consult your physician before beginning any diet, nutrition, or

fitness plan offered through the Website. Nothing stated or presented on the Website is intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health care provider if you have any questions regarding a medical condition, your diet, nutritional supplements, an exercise regimen, or any other matter related to your health and well-being. If you do not agree to be bound by this Agreement, please do not use or access this Website. Custom Physical Therapy reserves the right to refuse treatment. The contents of this Website, including the videos, text, graphics, images, and information obtained from Custom Physical Therapy's third-party content providers, sponsors, suppliers, and licensors, and any other materials are to be used for informational purposes only.

Parental or Guardian Permission

You must be 18 years or older to use this Website and by providing information about yourself to Custom Physical Therapy, you are representing that you are 18 years of age or older. If you are younger than eighteen (18) years of age and would like to provide information about yourself to the Custom Physical Therapy Website, you are required to have your parent or legal guardian contact Custom Physical Therapy prior to use.

Privacy

Please review our Privacy Policy which also governs your visit to the Website, to understand our privacy practices.

Communications

When you visit the Website or send emails to us, you are communicating with us electronically. You consent to receive communications (including legal notices) from us electronically. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Finally, Custom Physical Therapy may deliver communications to you by any means set forth in any other notice published on the Website.

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Online Conduct

User agrees to use the Website only for lawful purposes. User is prohibited from posting on or transmitting through the Website any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law or regulation. If Custom Physical Therapy is notified of allegedly infringing, defamatory, damaging, illegal, or offensive content provided by User, Custom Physical Therapy may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such content from the Website. Custom Physical Therapy may disclose any content or electronic communication of any kind: (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate the Website; or (iii) to protect the rights or property of Custom Physical Therapy, its Users or Providers. Custom Physical Therapy reserves the right to prohibit conduct, communication, or content that it deems in its sole discretion to be harmful to individual Users, the Website, or any rights of Custom Physical Therapy or any third party, or to violate any applicable law. Neither Custom Physical Therapy nor its Providers can ensure prompt removal of questionable content after online posting. Accordingly, neither Custom Physical Therapy, nor Providers shall assume liability for any action or inaction with respect to conduct, communication, or content on the Website.

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Indemnity

You agree to defend, indemnify, and hold Custom Physical Therapy and Providers harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

Applicable Law

The Website is created and controlled by Custom Physical Therapy in the State of California. As such, the laws of the State of California will govern these disclaimers, terms and conditions, without giving effect to any principles of conflicts of laws. Custom Physical Therapy reserves the right to make changes to its Website and these disclaimers, terms and conditions at any time. User hereby irrevocably and unconditionally consents to submit to the jurisdiction of the State of California for any litigation arising out of or relating to use of or purchase made through the Website (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the California courts and agrees not to plead or claim in any California court that such litigation brought therein has been brought in an inconvenient forum.

Preservation/Disclosure

You acknowledge, consent and agree that Custom Physical Therapy may access, preserve and disclose your account information and Content if required to do so by law or in a good-faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process nationally or internationally; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service. Under no other circumstances will Custom Physical Therapy intentionally disclose your account information to any third party.

Miscellaneous Terms

In any action against us arising from the use of this Website, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. Custom Physical Therapy reserves the right to make changes to the Website, these policies, and these Terms and Conditions of Use at any time, effective immediately upon the posting on this Website. Please check these

Terms and Conditions of Use periodically. In addition, these Terms and Conditions of Use may be modified only by our posting of changes to these Terms and Conditions of Use on this Website, or by signed, written agreement of both parties. Each time you access this Website, you will be deemed to have accepted any such changes. If any of these terms and conditions shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions. These Terms and Conditions of Use are the entire Agreement between you and us relating to the subject matter herein. We may assign our rights and obligations under these Terms and Conditions of Use. These Terms and Conditions of Use will inure to the benefit of our successors, assigns, and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms and Conditions of Use, or to exercise any right under the Terms and Conditions of Use, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.