

TERMS OF SERVICE

Effective Date: 9/11/2022

This is a legal agreement between you and Helping Hands Therapy Services, PLLC (the “Company,” “We,” or “Us”) stating the terms that govern your use of the www.helpinghandstherapyservices.com website (the “Site”), together with other websites owned by the Company, including without limitation, (any other landing or sales pages)

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SITE. THESE TERMS REQUIRE THE USE OF ARBITRATION (ON AN INDIVIDUAL BASIS ONLY; I.E., CASE CONSOLIDATIONS AND CLASS-ACTIONS ARE NOT PERMITTED) IN ORDER TO RESOLVE DISPUTES.

By using the Site in any manner, you understand, acknowledge and agree that you will abide by these Terms of Service (“Terms”) and that you have read and understood our [Privacy Policy](#), and [Terms of Service](#), each of which is incorporated herein by reference. If you do not agree to these Terms, or our Privacy Policy or Terms of Purchase, please leave this Site and do not use any of our Services. Any rights not expressly granted herein are reserved by the Company.

NOTE: Our Site is not intended for children under 18 years of age, and you may not use the Site or any of our Services if you are under 18. You hereby represent and warrant that you are at least 18 years of age.

1. **Site Description.** The Site offers access to Physical, Occupational and Speech therapy, Feeding Skills, Developmental Skills, and Sensory Processing related information for review and physical and digital materials for sale. Materials accessible via the Site include (a) fee-based online educational programs (“Programs”) created and owned by the Company comprised of written, audio, and video content (“Program Content”); and (b) blog posts, user testimonials, and other written, audio or video content (“Site Content”). All items available on Site, including Programs and Site Content, may referred to collectively as our “Services.”

(a) **Using the Site:** You may access some Services without having to register or pay a fee. To access any Programs, you are required to register on the Site and create an account.

(b) **Establishing an Account:** When registering, you will be required to provide information about yourself including your name, email address, username and password, and other personal information. You agree that any registration information you provide will always be accurate, correct, and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.

(c) **Programs and Membership:** The terms of purchase of any Program or membership are subject to our [Terms of Service](#), which are incorporated into these Terms of Service by reference.

2. Intellectual Property Rights. The Site, Services, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms of Service permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Content or other material on the Site.

All company names, domain names, Program titles, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

3. End User License Agreement (EULA). Subject to the limitations set forth herein, the Company hereby grants you a revocable, non-

exclusive, non-transferable, limited right and license to access and use the Site and Services. The term of your License shall commence on the date that you visit the Site and will end if your account is terminated by either you or us. We reserve the right to immediately terminate your license if you use the Site in breach of the terms set forth herein. The Company retains all right, title and interest in and to the Site and the Programs, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, and all other rights whether registered or not and all applications thereof.

4. **Prohibited Uses.** You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site in any of the following ways:
- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
 - To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site, or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the Site or Program Content.
- Use any manual process to monitor or copy any of the Site or Program Content, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempt to interfere with the proper working of the Site.
- **Content Disclaimers.** Kathleen Yopp, MOT, OTR/L, Tracey Kondrasuk-Brander, MAOTR/L, and Kimberly Aiello, MSOTR/L, are licensed occupational therapists. Neither the Company nor Kathleen Yopp, MOT, OTR/L, Tracey Kondrasuk-Brander, MAOTR/L, and Kimberly Aiello, MSOTR/L make any additional representations or warranties regarding their credentials or experience. All Content is for informational purposes only. Neither using the Sites nor participating in a Program creates a patient-provider or client-professional relationship between you and the Company or Kathleen Yopp, MOT, OTR/L, Tracey Kondrasuk-Brander, MAOTR/L, and Kimberly Aiello, MSOTR/L.

(a) **Behavioral Information:** The Content includes matters related to Sensory and Feeding Issues in Premature Infants and occupational therapy. All such information is presented for discussion purposes only and is not advice and should not be treated as medical or therapeutic advice. All information presented on occupational therapy, Sensory and Feeding in the Premature Infant is general in nature and has not been personalized for you or any individuals in your care. The occupational therapy information provided in the Content is provided “as is” without any representations or warranties, express or implied. **Each individual may react differently to occupational therapy or the sensory and feeding techniques discussed. Individual results may vary.** From time to time, existing behaviors may worsen prior to improving. Existing behaviors may worsen by applying the information provided in the

Content. The Company does not guarantee the results of any information provided in the Content, and you must not rely on such information as an alternative to individualized advice from a occupational therapist, medical professional or healthcare provider. You should never delay seeking behavioral or medical advice, disregard medical advice, or discontinue behavioral or medical treatment for yourself or an individual in your care as a result of any information provided in the Content.

(b) No Legal Advice: Helping Hands Therapy Services, PLLC is not a law firm and does not offer legal advice. Any Site or Program Content that pertains to or discusses legal matters is not legal advice, nor should it be treated as such. Such Content is provided for informational purposes only and is provided without any representations or warranties concerning its accuracy, express or implied. Any actions taken in reliance upon any legal information included in the Content is at your own risk. If you need legal advice for your specific circumstances, you should consult with a licensed attorney. You should never delay seeking legal advice, disregard legal advice, or discontinue legal services as a result of any Program or Site Content.

(c) No Medical Advice: Kathleen Yopp, MOT, OTR/L, Tracey Kondrasuk-Brander, MAOTR/L, and Kimberly Aiello, MSOTR/L are not medical doctors. Any Site or Program Content that pertains to or discusses medical matters is not medical advice, nor should it be treated as such. Such Content is provided for informational purposes only and

is provided without any representations or warranties concerning its accuracy, express or implied. You must not rely on any medical information included in the Content as an alternative to advice from a medical doctor or other health care service provider. Any actions taken in reliance upon any legal information included in the Content is at your own risk. You should never delay seeking medical advice, disregard medical advice, or discontinue medical services as a result of any Program or Site Content.

(d) User Testimonials: Some of the Site Content includes user experiences, reviews, comments, and testimonials (collectively, “Testimonials”). All Testimonials are unsolicited and persons providing Testimonials are unpaid. Results discussed in Testimonials are not necessarily typical; and are not intended to imply that you or anyone else will obtain the same result.

(e) Interviews: Some Site Content- including Programs, and videos- includes recorded interviews or discussions with guests and course participants. All matters discussed by such persons are solely their own opinions based upon information they consider reliable, and do not reflect the opinions of the Company or Kathleen Yopp, MOT, OTR/L, Tracey Kondrasuk-Brander, MAOTR/L, and Kimberly Aiello, MSOTR/L and we cannot- and do not- offer any representations or warranties regarding the completeness or accuracy of such opinions. The opinions expressed by guests or participants may be short-term in nature

and are subject to change. Furthermore, all opinions expressed by guests or program participants should not be considered medical, behavioral, legal, or therapeutic advice.

- 5. User Contributions.** This Site, our Facebook page, and Facebook groups contains user profiles, comments, testimonials, chat functionality, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Site. All User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site or FACEBOOK, TWITTER, or INSTAGRAM, you grant us and our affiliates and service providers, a license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for promotional or any other purpose. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.
- (a) Your Representations:** With respect to any User Contributions you elect to post, you represent and warrant that: (i) you own or control all rights in and to the User Contributions and have the right to grant the

license granted above; and (b) all of your User Contributions do and will comply with these Terms of Use. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

(b) Content Standards: You agree not to do any of the following when posting any User Contributions:

(i) Post any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful, degrading, or is otherwise objectionable, as determined by us in our sole discretion;

(ii) Post any unsolicited or unauthorized advertising or promotional materials, including (but not limited to) links to third party websites in comments or posts;

(iii) Disseminate or transmit any content that (i) violates any law (whether local, state, national, or international), (ii) infringes or violates any copyright, trademark, trade secret, patent or any other proprietary right (including, but not limited to, using third party copyrighted materials or trademarks without appropriate permission or attribution), or (iii) includes third party information (whether or not protected as a trade secret) in violation of a duty of confidentiality; or

(iv) Post any content that would violate the personal privacy rights of others, including but not limited to revealing personal or private information about others without their permission.

6. **Copyright.** We respond to properly submitted notices of alleged copyright infringement that comply with applicable law. If you believe that any content belonging to you has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) 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 us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have 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; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Under the U.S. Digital Millennium Copyright Act, our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Helping Hands Therapy Services, PLLC
637 Kingsborough Square, Unit A
Chesapeake, VA 23320
Office@helpinghandstherapyservices.com

We reserve the right to remove any content alleged to be infringing without prior notice, at our sole discretion, and without liability to you, and/or to terminate your account if it is determined that you knowingly posted infringing content.

7. GENERAL DISCLAIMER. YOU EXPRESSLY AGREE THAT THE USE OF THE SITE AND PARTICIPATION IN ANY PROGRAM IS AT YOUR SOLE RISK. THE COMPANY NOT WARRANT THAT ANY INFORMATION ON THE SITE IS ACCURATE, CURRENT, OR APPROPRIATE TO ANY PARTICULAR SITUATION THE SITE AND ALL PROGRAMS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR YOUR USE, WITHOUT WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) OR CONDITIONS

OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, EXCEPT TO THE EXTENT SUCH WARRANTIES OR CONDITIONS ARE LEGALLY INCAPABLE OF EXCLUSION.

THE COMPANY NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITE OR SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING. THE COMPANY DOES NOT WARRANT THAT YOUR USE OF THE SITE OR PARTICIPATION IN A PROGRAM WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE (OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ALL CONTENT) OR THAT THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COMPANY MAKES NO WARRANTY THAT THE SITE OR SERVICES WILL BE APPROPRIATE OR MEET YOUR EXPECTATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

8. Limitation of Liability. You assume the entire risk of loss and damage due to your use of the Site. The Company and its owners, directors, officers, employees, and affiliates, (the “Company

Parties”) shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages or losses, whether based in contract, tort, strict liability, or otherwise, that you may incur in connection with the use of, or inability to use, the Site, or for any other claim related in any way to your use of the Site, the Programs, or interactions with us, even if advised of the possibility of such damages. IN NO CASE SHALL THE LIABILITY OF THE COMPANY PARTIES TO YOU (i) EXCEED THE AMOUNT THAT YOU PAID TO THE COMPANY OR ITS DESIGNEES, FOR THE APPLICABLE MATTERS GIVING RISE TO ANY SUCH LIABILITY.

YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF THE COMPANY PARTIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **ARBITRATION AGREEMENT AND CLASS ACTION**

WAIVER. You agree to arbitrate all disputes and claims that arise out of or relate to your use of the Site or participation in any Program. Therefore, you agree that, by using the Site, YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY or to participate in any class action based on or involving claims brought in a purported representative capacity on behalf of the general public, other users, or other persons similarly situated. This agreement to arbitrate includes, but is not limited to, any dispute, claim or controversy arising out of or relating to your use of the Service. Any such dispute shall be determined by arbitration to be held in Chesapeake, Virginia, before one arbitrator. Any party to an arbitration proceeding may appear remotely by telephone or Internet. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(a) **Pre-Arbitration Procedure:** At least thirty (30) days prior to seeking legal recourse via arbitration or in any other forum, you must send us a written Notice of Dispute to our address set forth below or via email to office@helpinghandstherapyservices.com. Your Notice of Dispute must include the following information: (a) Your full name; (b) Username; (c) Email and street address; (d) telephone number; (e) a

complete description of the facts underlying your claim; and (f) a proposal for resolving the dispute. After receipt of your Notice, you and The Company will have sixty (60) days in which to conduct negotiations in an effort to informally resolve the dispute to both party's satisfaction. Following the end of the 60-day period, either party may initiate arbitration proceedings if the dispute remains unresolved.

10. Indemnification. You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your User Contributions, any use of the Content, Programs, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Site.

11. Jurisdiction and Choice of Law. These Terms of Service, and any disputes arising from or relating to the conduct covered by the Terms of Service, are governed by the laws of the State of Virginia. You hereby submit to the exclusive jurisdiction, including waiving any objection to personal jurisdiction, of the

courts of the independent Cities of Virginia Beach, Virginia and Chesapeake, Virginia without regards to any principles of conflicts of laws.

- 12. Statute of Limitations.** Regardless of any statute or law to the contrary or the applicable dispute resolution process, any Claim or cause of action arising out of or related to use of the Site or under these Terms must be filed within one (1) year after such Claim or cause of action arose.
- 13. Entire Agreement.** These Terms of Service, our Privacy Policy, and the Terms of Purchase constitute the sole and entire agreement between us regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.
- 14. Modifications of These Terms.** From time to time, we may update these Terms of Service. If there are material changes to these Terms, we will prominently post the changes on our Site and/or send you an email informing you of the change. All such changes will be effective immediately upon posting. If you are dissatisfied with any modification to the Terms, your only remedy is to terminate your use of the Service. Your continued use of the Services after a change or update has been made to the Terms of Service constitutes your acceptance of such change or update.

Helping Hands Therapy Services, PLLC
637 Kingsborough Square, Unit A
Chesapeake, VA 23320
Office@helpinghandstherapyservices.com

Privacy Policy

Last modified: 9/12/2022

1. Introduction: Helping Hands Therapy Services, PLLC (“Company” or “We”) respects your privacy and is committed to protecting it through our compliance with this policy. This policy describes the types of information we may collect from you or that you may provide when you visit www.helpinghandstherapyservices.com (our “Site”) and our practices for collecting, using, maintaining, protecting, and disclosing that information. This policy applies to information we collect via this Site and in email, chat sessions, text messages, and other electronic messages between you and this Site.

This policy does not apply to information collected by us offline or through any other means, including on any other Site operated by us or any third party; or any third party, including through any application or content (including advertising) that may link to or be accessible from or on the Site.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Site. By accessing or using this Site, you agree to this privacy policy. This policy may change from time to time (see [Changes to Privacy Policy](#)). Your continued use of this Site after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

2. **Children Under the Age of 16.** Our Site is not intended for children under 16 years of age. No one under age 16 may provide any information to or on the Site. We do not knowingly collect personal information from children under 16. If you are under 16, do not use or provide any information on this Site or on or through any of its features. If we learn we have collected or received personal information from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about.

Terms of Purchase

Effective Date: 9/12/2022

This document sets forth the terms and conditions that apply to any purchases made on the www.helpinghandstherapyservices.com (the “Site”) or any other sites owned by Helping Hands Therapy Services PLLC (the “Company,” “We,” or “Us”). These Terms are in addition to the general [Terms of Service](#) and [Privacy Policy](#), each of which are incorporated herein by this reference.

PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ENTERING INTO ANY TRANSACTION TO CONFIRM YOUR ACCEPTANCE HEREOF. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS SITE UNLESS AND UNTIL YOU: (A) AGREE TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY; (B) ARE AT LEAST 18 YEARS OLD; AND (C) ARE NOT PROHIBITED FROM ACCESSING OR USING THIS SITE OR ANY OF ITS CONTENTS, GOODS, OR SERVICES BY ANY APPLICABLE LAW, RULE, OR REGULATION.

1. **Applicability.** These Terms of Purchase (these “Terms“) shall apply to your purchase of products and related services through the Site. These Terms are subject to change at any time without prior written notice by us. The most recent version of these Terms shall be posted for your review at any time on the Site. Please review these Terms in their entirety prior to engaging in any transaction on the Site. Your continued use of the Site after any posting of updated Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.
2. **Products.** The items available for purchase on the Site include online courses, membership, E-Books, resource tools and programs, each of which are described below.
 - (a) **Courses:** Online courses include: (i) access to in-depth video modules, tools, downloads, and homework to correspond to each lesson; (ii) access to the private Facebook group associated with the course (collectively, “Course Content”). Purchase of a Course includes lifetime access to all Course Content.
 - (b) **Books and Resource Tools:** During the course, participants are offered to purchase books and resource tools which are created and owned by Helping Hands Therapy Services, PLLC.
 - (c) **License Agreement.** For each Course purchased, subject to the limitations set forth herein, you are granted a revocable, non-exclusive,

non-transferable, limited right and license to access all Course Content for your personal use, and a limited license to share and display up to three (3) lessons within the Course, provided that you are personally present when displaying such lessons. You may not share your login information with anyone, nor permit third parties to log in using your access credentials. The term of your License shall commence on the date of your initial purchase and will end when the Course access period terminates in which case the License shall continue for so long as your membership remains in effect. We reserve the right to immediately terminate your license if you use the Course in a manner contrary to the terms set forth in this Section or in breach of any other of these Terms of the Terms of Service. The Company retains all right, title and interest in and to the Course Content, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, and all other rights whether registered or not and all applications thereof

3. Payment Terms.

(a) **For Courses:** All applicable prices for Courses are as set forth on the Site. Your access to the Course materials will commence on the date of your initial transaction and will continue for the period specified in the Course description. Payment may only be made with a valid credit, debit card, or use of a bona-fide electronic payment provider (i.e., PayPal). By using any such card or payment provider, you are hereby

representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.

(i) **Promotional Pricing:** Prices for Courses listed on the Site may differ from the prices offered elsewhere (online or offline) by us for the same Courses. Such prices are subject to change at any time by us in our sole discretion. Additionally, to the extent that we offer a promotion in connection with any particular Course, the terms of such offer shall be set forth in a separate document that shall govern its applicability (and, in the event of a conflict herewith, be considered the governing document). You will be responsible for the prices stated at the time of your purchase.

(b) **For Books and Resource Tools:** Our E-Books and Resource tools are sold on our website and available for download.

4. Cancellations and Refunds.

(a) **For Courses:** If you are not satisfied with the content of the course *Sensory and Feeding Issues in Premature Infants: A Beginner Course for New Graduates and New Feeding Therapists*, you may request a refund of the purchase price paid by sending an email to office@helpinghandstherapyservices.com within 14 days of the date of your initial purchase and with less than 1 (one) modules completed. Refund requests submitted after 14 days of purchase with more than 1 (one) module completed are invalid and will not be honored.

(b) **For Books and Resources**: No refunds are available for our E-books and training/documentation resources.

5. **Privacy Policy and Terms of Service**: Our Site Privacy Policy governs our processing of all personal information that we may collect from any person through the use of our Site. The Website Terms of Service governs your use of our Site in general, and also include important warranty disclaimers and limitations of liability which also apply to these Terms.

Disclosure Policy

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CASE CONSOLIDATIONS AND CLASS-ACTIONS ARE NOT PERMITTED) IN ORDER TO RESOLVE DISPUTES.

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- 1. Site Description.** The Site offers access to physical, occupational, and speech therapy, as well as developmental and infant-feeding-related information for review and physical and digital materials for sale. Materials accessible via the Site include (a) fee-based online educational programs (“Programs”) created and owned by the Company comprised of written, audio, and video content (“Program Content”); (b) blog posts, user testimonials, and other written, audio or video content (“Site Content”); (c) Books (“Books”) and (d) training tools (“Tools”) created and owned by the Company. All items available on Site, including Programs and Site Content, may referred to collectively as our “Services.”

2. Intellectual Property Rights. The Site, Services, features, and functionality (including but not limited to all information, software, text, displays, images, video, PDFs, books, and audio and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms of Service permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Content or other material on the Site.

All company names, domain names, Program titles, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company.

All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

3. Content Disclaimers. Neither the Company or Kathleen Yopp, MOT, OTR/L, Tracey Kondrasuk-Brander, MAOTR/L, and Kimberly Aiello, MSOTR/L make any additional representations or warranties regarding her credentials or experience. All Content is for informational purposes only. Neither using the Sites nor participating in a Program creates a

patient-provider or client-professional relationship between you and the Company or Kathleen Yopp, MOT, OTR/L, Tracey Kondrasuk-Brander, MAOTR/L, and Kimberly Aiello, MSOTR/L.

4. Copyright. We respond to properly submitted notices of alleged copyright infringement that comply with applicable law. If you believe that any content belonging to you has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) 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 us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have 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; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Under the U.S. Digital Millennium Copyright Act, our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Helping Hands Therapy Services, PLLC

637 Kingsborough Square, Unit A

Chesapeake, VA 23320

Office@helpinghandstherapyservices.com