

Elearning.kinesicshms.com (the “Site”) is a learning management system (“LMS”), owned by Kinesics, LLC (“Kinesics”), designed to provide professionals in the allied health, fitness and wellness industries, education and training through online continuing education (CE) courses. The Site will maintain a CE course library containing educational and training content for professionals to purchase. The Site, course library, and content may be updated or modified at any time without notice. Kinesics will make every reasonable effort to offer CE credit for its courses, however Kinesics is not responsible for regulatory changes and CE requirements that may make a course ineligible for CE credits.

### **Agreement to Terms**

Kinesics allows you to access and use this Site subject to these Terms and Conditions (“Terms”). THE SITE AND CONTENT ARE OWNED BY KINESICS (“WE”, “US” OR “OUR”). BY USING OR ACCESSING THIS SITE, YOU ACCEPT THESE TERMS AND CONDITIONS AND REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER, ELIGIBLE TO FORM A BINDING CONTRACT WITH US, AND MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE “YOU” OR “YOUR” WILL REFER TO SUCH ENTITY. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE SITE. WE MAY CHANGE THE TERMS AT ANY TIME WITHOUT NOTICE, AND ANY CHANGES WILL BE INCLUDED IN THE TERMS AND CONDITIONS POSTED ON THIS SITE. CONTINUED USE OF THE SITE AFTER THE TERMS AND CONDITIONS HAVE BEEN CHANGED SHALL INDICATE YOUR ACKNOWLEDGEMENT OF, AND AGREEMENT TO BE BOUND BY SUCH CHANGES.

### **Accessing the Site and Account Security**

For certain uses of the Site or to create a user account (“Account”), Kinesics may require you to provide identification or contact information. You agree that any such information will be correct, complete and current. You will be responsible for all activities that occur under your Account and agree to keep your password confidential. You must also acknowledge that your account is personal to you and agree not to provide any other person with access to the Site or portions of it using your user name, password, or other security information. In the event of any unauthorized use of your Account, you agree to notify us immediately. You agree that all information you provide to register with the Site or otherwise, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. Any abuse of the site or content, including but not limited to abuse of any free course offerings, shall be considered a violation of these Terms and Conditions. Further, you may not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; you may not share or transfer any courses, academic materials or test Content with others without written authorization from Kinesics; and, you must complete all course work independently and without assistance. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms and Conditions.

### **Privacy Policy**

Protecting your private information is our priority. Kinesics and the Site Kinesics may automatically collect information about your computer hardware and software. This information can include, but is not limited to: your IP address, browser type, domain names, access times, and referring website addresses. This information is used for overall strategic operations, to maintain quality of service, and to provide general statistics regarding use of the Site and access to our LMS platform. Kinesics may also use your personal identifiable information to inform you of other products or services available from Kinesics and its affiliates. Kinesics may also contact you via surveys to conduct research about your opinions of current products and services or potential new products and services that may be offered. Kinesics does not sell, rent or lease its customer lists to third parties. Kinesics holds your personal academic scores on all Kinesics tests private and confidential, and maintains student records for a minimum of five (5) years.

### **Cancellation and Refunds**

If you feel Kinesics courses did not enhance your professional knowledge and skill sets, allow you to increase your overall value, and obtain a competitive market advantage over other professionals in your field, we will gladly provide you a refund within 10 days of the purchase date. Refunds are issued after the completion of a course survey. The intent of the survey is to help Kinesics to improve future course content and delivery.

### **Pre-requisite Knowledge and Scope of Practice**

This Site and its content, such as text, graphics, images, software, videos, and any other material including but not limited to all patent, copyright, trademark, trade dress, domain name, trade secret and other proprietary rights relating thereto (collectively “Content”) are owned by Kinesics and are for your informational purposes only. It is recommended that all



participants have a basic understanding of anatomy, physiology and training principles prior to taking courses offered on the Site. Kinesics does not provide medical or physical therapy advice, or certify or license professionals. Professionals are responsible for knowing and working within the scope of their practice and holding relevant occupational licenses, occupational certifications, and/or graduation from an accredited occupational degree program.

**Technical Assistance**

Kinesics is pleased to offer technical support to its participants. Participants who are not technologically proficient should acquire computer use skills before opting to take online classes. Kinesics and its Site, are not liable for computer related technical or other related problems. It is the participants' responsibility to make sure all necessary computers are equipped with the required computer hardware and software before registering for online programs.

**No Warranties**

No Extraneous Terms. Without limitation, no representation or warranty is made orally or through any course of performance, course of dealing, or usage of trade, or through any advertising, brochures, catalogs, websites, promotional materials, quotations, proposals, documentation, packaging, or other descriptive literature or communications, and that no such matter will be used to modify, interpret, supplement, add to, or alter in any way the terms and conditions of this Agreement.

Disclaimer and Waiver of Warranties. KINESICS, INCLUDING ITS BOARD MEMBERS, AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING ANY SERVICES OR RIGHTS LICENSED OR PROVIDED HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES AND COMPONENTS OF THE SITE HEREIN ARE PROVIDED "AS IS" AND KINESICS EXPRESSLY DISCLAIMS, AND YOU, THE USER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR ARISING BY CUSTOM OR TRADE USAGE, AND WHETHER RELATING TO COMPATIBILITY, SECURITY, AND/OR FREEDOM FROM VIRUSES, OR ANY OTHER WARRANTY, AND SPECIFICALLY, KINESICS MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

YOU, THE USER, HEREBY WAIVES ANY AND ALL RIGHTS TO ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT IN ANY WAY (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS), UNDER ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT, OR BREACH OF STATUTORY DUTY), EVEN IF YOU ARE INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THE SITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. KINESICS IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS BEYOND ITS CONTROL.

No Conflicting User Representations. User shall not make any statements, representations or warranties whatsoever to any person or entity, or accept any liabilities or responsibilities whatsoever from any person or entity that are inconsistent with any disclaimer or limitation included in these Terms.

**Governing Law**

The construction and performance of this contract shall be governed by the substantive laws of the United States and the laws of the State of Louisiana, without regard to its conflicts of laws provisions.