

# Terms of Use

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This website is owned and managed by Taylor Kulik, LLC ("Taylor Kulik," "Empowered Mama Education", "us," "our," or "we"). These terms of conditions include this Website and the School, Empowered Mama Education, which are both owned and operated by Taylor Kulik, LLC. By using this Website, you agree to the Conditions of Use and the Privacy Policy. If you do not agree, do not use this Website. Please read these terms carefully.

## **1. Your acceptance and agreement to be bound by these conditions of use:**

By using this Website, you agree to allow Taylor Kulik, LLC to collect, use, and disclose your information under the terms explained in the Privacy Policy. We may alter the terms of these Conditions of Use without notice, and your continued use of the Website signifies that you agree to be bound by any future changes. You are encouraged to review these Conditions at regular intervals to monitor for updates.

These Conditions of use govern your access to and use of Taylor Kulik's website, products, data, services, and any content provided to you on, from, or through this Website, any of our software, and any applications created by Taylor Kulik, LLC whether available through a social networking site or through our subsidiaries or affiliated companies. This collective content is encompassed by references to the Website throughout these Conditions.

By accessing or using Taylor Kulik, LLC, you agree to be bound by these Conditions of Use and by our Privacy Policy. You may only use the Website if you can form a binding contract with us, and only if you comply with these Conditions of Use and all applicable local, state, national, and international laws, rules, and regulations.

## **2. THIS WEBSITE DOES NOT CREATE A PROVIDER-PATIENT RELATIONSHIP AND DOES NOT PROVIDE MEDICAL ADVICE**

This Website's content is provided only for informational and educational purposes. The Website's Content includes:

- text, images, videos, and blogs on (WEBSITE);

- content displayed on Taylor Kulik, LLC's social media (as "social media" is defined in the Website's Privacy Policy);
- information obtained from Taylor Kulik, LLC's licensors or third parties;
- logos, images, software, videos, text, graphics, photos, sounds, music, audiovisual combinations, interactive features, collections and other materials you may view on, access through, or contribute to this Website.

**Nothing on our Website constitutes or is a substitute for medical advice:**

If you have concerns about any medical condition, diagnosis, or treatment, you should personally consult with a licensed healthcare provider. In case of a medical emergency, you should call 911 immediately.

**Your visit to our Website does not establish a coach-client relationship between you and Taylor Kulik, LLC:**

By using this Website, you explicitly acknowledge that you understand your use of this Website does not create a coach-client relationship between you and Taylor Kulik, LLC. Your use does not create any duty for us to follow up with you about any medical condition, diagnosis, or treatment.

**Taylor Kulik, LLC's conduct on this Website does not constitute the practice of occupational therapy:**

Taylor Kulik LLC's conduct and information-sharing on this Website does not constitute the practice of occupational therapy. The Website is offered only for educational purposes. Its Content is provided based upon our proficiency in, knowledge of, and experience with occupational therapy as well as personal experiences, opinions, and related expertise.

### **3. DO NOT PROVIDE US WITH PROTECTED HEALTH INFORMATION**

As described in our Privacy Policy, we take the privacy and confidentiality of our visitors seriously. However, because we do not store or transmit protected health information ("PHI") through this Website, our activities as they relate to this Website and its Content do not comply with the Health Insurance Portability and Accountability Act ("HIPAA").

Do not use this Website to provide, transmit, store, or disclose any health information that constitutes PHI. Taylor Kulik, LLC accepts no affirmative duty to monitor whether you provide, transmit, store, or disclose PHI while using this Website or its Content. If you violate these Conditions of Use and share PHI through this Website, or if we become aware that you are using, providing, transmitting, storing, or disclosing PHI, we may revoke your access to the

Website.

Once you share information online, it may be impossible to make that information private again. If you use, provide, transmit, store, or disclose PHI through this Website, you agree to indemnify Taylor Kulik, LLC against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorney fees and costs) which arise from your use, provision, transmission, storage, or disclosure of PHI.

You are strongly urged to not share PHI through our "contact us" features or on our social media.

## **4. Use License**

1. Permission is granted to temporarily download one copy of any downloadable materials on the Taylor Kulik LLC's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

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- iii. attempt to decompile or reverse engineer any software contained on the School's web site;
- iv. remove any copyright or other proprietary notations from the materials; or
- v. transfer the materials to another person or 'mirror' the materials on any other server.

2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Taylor Kulik, LLC at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

## **5. Limitations**

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## **6. Revisions and Errata**

The materials appearing on Taylor Kulik LLC's website may include technical, typographical, or photographic errors. Taylor Kulik, LLC does not warrant that any of the materials on its web site are accurate, complete, or current. Taylor Kulik, LLC may make changes to the materials contained on its web site at any time without notice. Taylor Kulik, LLC does not, however, make any commitment to update the materials.

## **7. Links**

Taylor Kulik, LLC has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Taylor Kulik, LLC of the site. Use of any such linked website is at the user's own risk.

Disclosure: This website may contain affiliate links and we receive a commission when you purchase certain products through those links on our partner websites. This compensation helps to fund our operations. We are independently owned and the opinions expressed here are our own.

## **8. Site Terms of Use Modifications**

Taylor Kulik, LLC may revise these Terms of Use for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these Terms of Use.

## **9. DISCLAIMER OF TAYLOR KULIK, LLC'S LIABILITY AND STATEMENT OF NO WARRANTY**

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TAYLOR KULIK, LLC DOES NOT WARRANTY THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, TIMELINESS, OR AVAILABILITY OF THIS WEBSITE

OR THE CONTENT OF ANY WEBSITE LINKED THROUGH (WEBSITE)

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Responsibility for website visitors' damages or loss:

By using this Website, you agree that Taylor Kulik, LLC is not responsible to you or others for any loss or damage that results from your use (or nonuse) of this Website or any linked third-party website. These potential losses or damages include, but are not limited to: direct, indirect, special, consequential, compensatory, or incidental damage; lost profits or data; damage to your computer resulting from viruses; loss of or damage to other property; claims of third parties; or penalties resulting from copying or displaying this Website or its Content.

Taylor Kulik, LLC is not responsible for these consequences, regardless of whether we have been advised or knew or should have known of the possibility of such damages or claims. Your sole and exclusive remedy against Taylor Kulik, LLC is to stop using this Website. Without limiting the preceding paragraphs, you expressly release Taylor Kulik, LLC from any responsibility and/or liability relating to your use of this Website, linked websites, or information contained in this Website or linked websites.

## **10. HEALTH DISCLAIMER**

You understand that Taylor Kulik, LLC is not responsible for any injuries that you sustain from participating in any of the activities described on this Website or through its Content. You expressly waive any claim for any injury at any time against Taylor Kulik, LLC, or any person or entity involved with Taylor Kulik, LLC.

Your use of the Website and its Content demonstrates your understanding that physical exertion may result in physical or mental injury or risk of injury. You further agree that you are solely responsible to exercise within your limits.

**YOU SHOULD SEEK THE ADVICE OF A PHYSICIAN PRIOR TO BEGINNING A PHYSICAL EXERCISE REGIMEN. IF YOU FEEL FAINT, DIZZY, OR HAVE PHYSICAL DISCOMFORT, STOP IMMEDIATELY, AND CONTACT YOUR PHYSICIAN. IN EMERGENCIES, ALWAYS CALL 911.**

While our Content might suggest particular exercises, uses of equipment, poses, stretches, moves, or fitness instruction, it is your sole responsibility to ascertain if such behavior is consistent with your ability and safe for you to do.

## **11. NO WARRANTY OR GUARANTEE OF OUTCOME**

Taylor Kulik, LLC works to provide accurate information on this Website. However, the testimonials and examples on this Website should not be construed as guarantees that you will attain similar results. Your results will depend upon your personal background, effort, overall health, medical history, providers, and many other factors that are beyond the scope contemplated by this Website.

TAYLOR KULIK, LLC DOES NOT GUARANTEE OR WARRANTY THAT YOU WILL HAVE A SPECIFIC RESULTS.

### **Privacy Policy**

This Privacy Policy governs the manner in which Taylor Kulik, LLC collects, uses, maintains and discloses information collected from users. This Privacy Policy applies to the Taylor Kulik, LLC's website, the School (Empowered Mama Education), all courses offered by the School, and social media as defined below.

#### **Personal identification information**

We may collect personal identification information from users in a variety of ways, including, but not limited to, when Students/users enroll in the School or a Course within the School, subscribe to a newsletter, and in connection with other activities, services, features, or resources we make available in our School. We will collect personal identification information from Students only if they voluntarily submit such information to us. Students can refuse to supply personal identification information but doing so may prevent them from engaging in certain School related activities. We may collect personal information when the user is subscribing to newsletters.

#### **Third party websites**

User may find advertising or other content in our School or Website that link to the websites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these websites and are not responsible for the practices employed by websites linked to or from our School. In addition, these websites or services, including their content and links, may be constantly changing. These websites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Student, is subject to that website's own terms and policies.

## **Changes to this Privacy Policy**

The School has the discretion to update this Privacy Policy at any time. We encourage Students/Users to frequently check this page for any changes. You acknowledge and agree that it is your responsibility to review this Privacy Policy periodically and become aware of modifications.

## **How we use your information**

Taylor Kulik, LLC may use personally identifiable information that you share with us as follows. We may use it: (1) if you elect to receive information about Taylor Kulik, LLC's programs, items, or services, to provide you with such information, including marketing and promotional materials; (2) to improve this Website; and (3) to create non-personal summary or aggregate data for business analysis, market analysis, communications management, research, planning, or any other lawful purpose.

Unless we have your consent, we will never sell or lease your information.

## **How to opt-out of our communications**

If you no longer wish to receive our marketing or promotional communications, please contact us with your request. We will respect your wish to opt-out of communications. You can also choose to unsubscribe from mailing lists by following the directions at the footer of all emails.

## **Do not provide protected health information**

Our Privacy Policy details the seriousness with which Empowered Mama Education approaches the confidentiality of its visitors and clients. However, because this Website is not intended to transmit or store protected health information ("PHI"), Empowered Mama Education's activities as they relate to this Website may not comply with the Health Insurance Portability and Accountability Act ("HIPAA"). The protections extended to our practice's records and data are not necessarily extended to non-PHI-related information shared or transmitted on this website.

It is important that you not use, provide, transmit, store, or disclose any PHI through our Website. We have no affirmative duty to monitor the sensitivity or type of the data that you might provide, transmit, store, or disclose while using this Website. If we develop actual knowledge that you are using, providing, transmitting, storing, or disclosing PHI through our Website, we will revoke your access to the Website and

its Content.

If you use, provide, transmit, store, or disclose PHI in connection with this Website or the Content, you agree to indemnify Taylor Kulik, LLC against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorney fees and costs) arising out such use, provision, transmission, storage, or disclosure of PHI.

## **Social Media**

Taylor Kulik, LLC (Empowered Mama Education) is active on social media, and we encourage your participation in our social media channels. This may include our blog(s), Facebook, Twitter, Tumblr, YouTube, LinkedIn, and other channels (collectively our “social media”). We may expand or narrow our available social media channels without notice, and this policy applies to our activities on any social media outlet, on our Website, and those accessed through our affiliates.

Your participation in our social media channels demonstrates your agreement that Taylor Kulik, LLC may monitor and remove any postings or content that, in its sole discretion, are inappropriate. You understand that our social media postings and content do not constitute medical or healthcare advice, and they are not a substitute for the advice of a licensed healthcare professional who is familiar with your health history. Even if the posting user is a licensed healthcare professional, their comments should not be construed as personal health advice. If you have a medical concern, you should always personally consult with a healthcare provider. In an emergency, you should call 911.

## **Your acceptance of these terms**

By your use of this Website and/or enrolling in this School, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not enroll in the School or use this website.