

**Privacy Policy and Terms and Conditions of Use  
for TheraTogs, Inc.  
<[www.theratogs.com](http://www.theratogs.com)>**

Welcome and thank you for visiting the TheraTogs™ product website owned by TheraTogs, Inc. (hereafter the “TheraTogs” website). As used herein, the words “you” and “your” refer to any person or entity accessing the TheraTogs website. The words “we,” “us,” and “our” refer to the TheraTogs website. The following describes how we handle information we may learn about you from your visit to our website or through other voluntary means and provides the rules that govern your use of our site.

**I. These Terms and Conditions Govern Your Use of Our Site**

A. *Use of our site constitutes contractual agreement.* **AS A CONDITION TO AND IN CONSIDERATION OF ACCESSING AND USING OUR SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE AND BY OUR PRIVACY POLICY (COLLECTIVELY OUR “TERMS AND CONDITIONS”). USING THIS SITE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHOULD NOT USE/VISIT OUR SITE.**

B. *Amendments to these Terms and Conditions.* We reserve the right to modify, alter, or otherwise update these Terms and Conditions at any time. Any changes will apply prospectively only, as of the effective date found at the bottom of these Terms and Conditions. It is your responsibility to review these Terms and Conditions before accepting them. We may of course change, move, or delete portions of our site, or add to our site from time to time.

**II. How to Contact Us**

If you have questions about our Terms and Conditions, your dealings with our website, or technical problems with the operation of our website, you may contact us as provided below:

By phone at: 888-634-0495 (toll free) or 970-728-7078

By email at: [admin@theratogs.com](mailto:admin@theratogs.com)

**III. Exceptions to Our Privacy Policy**

There are exceptions to our Privacy Policy in that, if required or allowed by law, it may be necessary for TheraTogs to release or use Personally Identifiable Information we in good faith believe is appropriate in connection with legal proceedings, or in response to a subpoena, warrant, court order, levy, attachment, order of a court-appointed receiver, or other comparable legal process, including subpoenas from private parties in a civil action.

**IV. No Medical Advice**

Any health or health-related material provided on this site is for information purposes only. It is intended to be general in nature and does not constitute medical advice. TheraTogs is not a health care professional, and any health or health-related material contained on this site should not be used as a substitute for medical advice from a health care professional. **THERATOGS ASSUMES NO RESPONSIBILITY FOR HOW YOU USE OR MISUSE THE INFORMATION YOU OBTAIN FROM THIS SITE, AND THERATOGS EXPRESSLY DISCLAIMS ANY SUCH OBLIGATIONS.**

**V. Policies for Children (Individuals Under the Age of 13)**

Our site is not directed to children under the age of 13. **If you are under the age of 13, you may not disclose or provide Personally Identifiable Information on our site.** Parents and guardians should supervise children’s access to the Internet. In the event we discover that a child under the age of 13 has provided Personally Identifiable

Information to us, in accordance with the Children's Online Privacy Protection Act of 1998, we will delete the child's Personally Identifiable Information from our files to the extent possible.

## VI. Notice

A. The TheraTogs™ product is a Class I medical device intended to be issued by and applied under the supervision of a licensed healthcare practitioner. This website exists for the purpose of fulfilling our mission, which is to improve the mobility and stability of people with lower extremity deformities and movement disorders related to neuromotor dysfunction and pathomechanics. In pursuit of that mission, we design and develop the TheraTogs™ product and other products, provide professional education and development to healthcare practitioners, and provide professional consultation to practitioners and facilities. We may collect, process, and store Personally Identifiable Information electronically and/or in hard copy form. The primary purpose for collecting such data is to further our mission. TheraTogs does not collect sensitive personal data (racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health, sexual orientation, or criminal records).

B. Types of information. Information you may provide in visiting our site falls into two broad categories: personally identifiable information, and aggregate information. "Personally Identifiable Information" is information that can be used to identify or contact you, such as your name, email address, or mailing address. "Aggregate Information" is information that does not identify you, and may include, for example, statistical information concerning the Web pages on our site that users most frequent, or anonymized medical data provided by clinicians. Our Privacy Policy governs both categories of information. The information we receive depends upon what you do when you visit our site, as detailed below.

C. Personally Identifiable Information. We do not share with unrelated third parties any Personally Identifiable Information you provide to us. By "unrelated third parties" we mean anyone who is not directly involved in the maintenance, hosting, or running of our site, or not involved in fulfilling requests you make at our site. We use Personally Identifiable Information you provide to us only for the purposes for which you have provided it. For example, if you request information about our products, submit feedback and comments, register for an Inservice Kit, order a product, fill out a product/customer registration form, or send us an email, you may provide us with Personally Identifiable Information. We will use any such Personally Identifiable Information only to respond to and/or fulfill your requests. Please note that, if you register for an upcoming event and the event is co-sponsored with another entity (which will be stated), you may also be providing Personally Identifiable Information to the co-sponsor (as well as to us). In any such situation, we will request that any such co-sponsor use the Personally Identifiable Information only for purposes related to registration of the event. If, at any time, you decide you no longer wish to have us contact you and/or provide you with the information/goods/services you requested, simply notify us (see Section II above) to that effect.

D. Aggregate Information. We may collect Aggregate Information about your use of our site through cookies and similar computer/Internet technologies. "Cookies" are small pieces of information that a website transfers to your hard drive, where it is stored by your browser on your computer's hard drive for record-keeping purposes (such as storing user preferences). For instance, if you visit our site to browse or to read or download information, we may collect and store one or more of the following: the name of the domain name and host from which you access the Internet (for example, aol.com); the Internet Protocol (IP) address of the computer you are using; the browser software you use and your operating system; the date and time you access our site, and other activity on our site; and the Internet address of the website from which you linked to our site. If we use cookies or other similar computer/Internet technologies, we use the Aggregate Information collected for system administration, to measure the number of visitors to our site, to improve site performance, to help us make our site more useful, to gather broad Aggregate Information, etc. If we use cookies or other similar computer/Internet technologies, they do not collect or retain Personally Identifiable Information, nor do we link Aggregate Information to Personally Identifiable Information. Additionally, we do not authorize any third parties to use cookies we may create at our site for their own purposes. Please be advised, however, that sites you link to from our site may use cookies or other similar computer/Internet technologies in other ways and for other purposes. You should read and understand the privacy policy of the site(s) you link to in order to determine whether and how a particular site uses such technologies. Please note that most browsers are initially set up to accept cookies. You can reset your browser to refuse all cookies or indicate when a cookie is being

sent. You should consult the help section of your Web browser software to learn how to do this. Be advised, however, that disabling cookies may prevent you from viewing or using certain Web pages.

E. Third-Party Payment Processing. We use a third party to process online orders. This third party is currently Verisign. Please be advised that Verisign's privacy policy (rather than TheraTogs' Privacy Policy) applies to the processing of your payment and associated handling of your Personally Identifiable Information by Verisign. The privacy policy of Verisign is available on the Web pages where you make an online purchase. You should read the Verisign privacy policy before making an online purchase. If you do not wish to purchase our products online, please contact us (see Section II above) to make other arrangements.

## VII. Choice

You have the opportunity to choose whether your Personally Identifiable Information is disclosed to a third party or used for a purpose that is incompatible with the purpose for which it was originally collected. Currently, TheraTogs does not disclose Personally Identifiable Information to third parties (other than parties that perform functions on behalf of TheraTogs), and we do not use Personally Identifiable Information for any purpose that is incompatible with the purposes for which it was originally collected.

## VIII. Onward Transfer and Limitations of Use, Disclosure

A. Onward Transfer, Limitations of Use, Disclosure. TheraTogs will only disclose or share Personally Identifiable Information with an outside entity or third party administrator if consistent with the principles of notice and choice, as specified above. By submitting Personally Identifiable Information to us, you authorize certain transfers of such information. For instance, if you request information about a product in a country in which we have a distributor located, we may forward your query to the distributor in that territory. The country in which the distributor is located may or may not be a country the European Union has deemed to have "adequate" data protection laws. However, we will request that the distributor or other party safeguard Personally Identifiable Information consistent with the principles of notice and choice in this Privacy Policy. Additionally, where TheraTogs has knowledge that an agent is using or disclosing Personally Identifiable in a manner contrary to this Privacy Policy, we will take reasonable steps to prevent or stop the use or disclosure.

## IX. Security

A. Access and security. Each of our employees abides by our Privacy Policy, and only authorized individuals have access to your Personally Identifiable Information. We have in place security control systems designed to help prevent loss or theft and unauthorized access, disclosure, copying, use, or modification of your Personally Identifiable Information. **DUE TO THE NATURE OF THE INTERNET AND DEVELOPING TECHNOLOGIES, HOWEVER, THERATOGS CANNOT GUARANTEE OR WARRANT THE SECURITY OF YOUR INFORMATION, AND THERATOGS EXPRESSLY DISCLAIMS ANY SUCH OBLIGATIONS.**

B. Do not use or access this website via a wireless network. Do not provide Personally Identifiable Information to us using a wireless network, computer, or other device. Even if your machine is running wireless encryption protocols, there is a high security risk inherent in wireless networks. It is impossible for us to make any assurances as to the security of any such transmissions.

C. Email. If you communicate with us via email, we will share your correspondence with employees, representatives, or agents most capable of addressing your correspondence. We will retain your communication until we have done our very best to provide you with a complete and satisfactory response and may subsequently retain your communication for our records. Please be advised that email does not provide a means for completely secure and private communications. Although reasonable efforts will be made to keep your information confidential, from a technical standpoint, there is still a risk and it is impossible for us to guarantee the security of such transmissions.

D. Password protected areas. TheraTogs does not warrant or represent that the information you submit to password protected areas of our website will be protected against loss, misuse, or alteration by third parties. You

are solely responsible for taking all steps to ensure that no other person has access to password protected areas of our site accessed through your password or account. It is your sole responsibility to (1) control the dissemination and use of your password; (2) authorize, monitor, and control access to and use of your password and password protected areas of our site accessed through your password or account; and (3) promptly inform TheraTogs of any need to deactivate a password. You permit TheraTogs and all other persons or entities involved in the operation of our site to transmit, monitor, retrieve, store, and use your Personally Identifiable Information in connection with the operation of password protected areas of our site.

E. *Assignment or Transfer of Personally Identifiable Information.* TheraTogs might at any time sell certain assets or the company, or parts of it, may be sold, merged, or otherwise transferred. If such a transaction occurs, Personally Identifiable Information may be one of the transferred assets. TheraTogs may assign its rights and duties under these Terms and Conditions to any party at any time without notice to you. In the event TheraTogs assigns or transfers your Personally Identifiable Information and its rights hereunder to a third party, you agree that TheraTogs may do so, on the condition that any such third party agrees to abide by our Privacy Policy as it applies to any Personally Identifiable Information the third party may receive in the course of such assignment or transfer. **THERATOGS, HOWEVER, CANNOT GUARANTEE OR WARRANT THAT SUCH THIRD PARTY WILL IN FACT ABIDE BY OUR PRIVACY POLICY, AND THERATOGS EXPRESSLY DISCLAIMS ANY SUCH OBLIGATIONS.**

#### **X. Data Integrity**

TheraTogs will only collect Personally Identifiable Information relevant to its proposed use. Reasonable measures will be taken to ensure that the information is reliable for its intended use, accurate, complete, and current.

#### **XI. Access**

You will generally have access through us to your Personally Identifiable Information, except where such access would impose a disproportionate burden or expense on TheraTogs, or would interfere with the privacy rights of third parties. You may also request, in certain circumstances, that we correct, amend, or delete your Personally Identifiable Information in accordance with local laws. Please understand that it may be impossible to remove information completely, due to backups and records of deletions. We reserve the right to limit the number of requests made under this Section, and to charge a fee for requests exceeding a certain number or if the process is abused or misused. Requests under this Section should be made using the contact information provided above in Section II.

#### **XII. Enforcement and Accountability**

TheraTogs will have compliance reviews conducted as part of the self-audit process, and provide appropriate training to those who have access to Personally Identifiable Information. Anyone who violates our Privacy Policy is subject to disciplinary action, up to and including termination where appropriate and permitted by applicable law.

#### **XIII. Dispute Resolution**

Anyone who submits Personally Identifiable Information to PGW who feels we have mishandled the Personally Identifiable Information in violation of these policies should contact us (see Section II above) with a written description of the complaint. After receiving any such complaint, we will contact you to set up a time and manner to discuss the complaint. If these good faith efforts to resolve the complaint fail, you may contact an independent dispute resolution body. PGW agrees to submit to mediation and/or arbitration through the American Arbitration Association for any such unresolved complaints. Any complaint shall be resolved in a manner necessary to remedy the effects of noncompliance and to assure that future processing of personal data will be in conformity with the principles described herein.

#### **XIV. Links to Other Websites**

Our site may contain links to other sites ("Third Party Sites"). We do not necessarily endorse, sanction, or verify any of these Third Party Sites or anything posted on these sites, and we provide such links merely for the

convenience of our users. Once you access a Third Party Site through a link on our site, you are subject to the privacy policy and terms and conditions of use of the Third Party Site. We have no control and bear no responsibility for any action or policy associated with any Third Party Site. Concerns regarding these sites should be directed to the Third Party Sites.

#### **XV. Ownership of Site Contents; Downloading**

Unless otherwise noted, all text, images, illustrations, designs, icons, photographs, video clips, and other materials that are part of our site (collectively the “Materials”) are copyrighted works, trademarks, trade dress, or other intellectual properties owned, controlled, or licensed by TheraTogs or used under principles of “fair use.” The Materials of our site and the site as a whole are intended solely for your personal use. You may download or copy the Materials for such personal use, provided that you do not remove any copyright or other proprietary notices contained on the Materials. By allowing you to download these Materials for personal use, we expressly do not transfer to you any right, title, or interest in the Materials.

#### **XVI. User Comments**

All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted, or offered to TheraTogs through our site or otherwise disclosed, submitted, or offered in connection with your use of our site (collectively “User Comments”) shall be and remain the property of TheraTogs. You agree that TheraTogs may use or disclose User Comments in any manner consistent with our Privacy Policy. TheraTogs shall be free to use, without restriction and without compensation to you, any ideas, concepts, know-how, suggestions, or techniques contained in any User Comments you send to us for any purpose whatsoever. TheraTogs has no obligation to respond to any User Comments, and we reserve the right, but undertake no duty, to review, edit, move, or delete any User Comments, in our sole discretion and without notice.

#### **XVII. Content of User-Posted Information; Other Use of Our Site**

You are prohibited from posting or transmitting any advertising “spam,” unlawful material, or other material we deem otherwise inappropriate for our site. **THERATOGS DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY ARISING FROM, CONNECTED TO, OR ASSOCIATED WITH THE CONTENT OF ANY USER POSTINGS.** You agree to refrain from undertaking any activity that imposes an unreasonable or disproportionate burden on our site. TheraTogs reserves the sole discretion to deny, revoke, or otherwise restrict the access privileges of any user who at any time fails to comply with these Terms and Conditions.

#### **XVIII. Complaints Regarding Perceived Infringement**

TheraTogs respects intellectual property rights, and will deny access to our site to anyone who, in our discretion, repeatedly infringes the intellectual property rights of others. In addition, we will use reasonable efforts, in light of our resources, to accommodate generally accepted technical measures used by copyright owners to identify and protect their copyrighted works. If you believe materials posted on our site infringe rights you enjoy under copyright law in specific materials (collectively a “Work”), we request that you direct your concerns to our “Designated Agent” provided below, pursuant to the Digital Millennium Copyright Act (17 U.S.C. §512) (hereafter the “DMCA”). Your notice to our Designated Agent should follow the notice provisions set out in the DMCA. Additional information about the DMCA can be obtained from the website of the Copyright Office located at <http://www.loc.gov>. Upon receiving your notice, we agree to respond to it and, if appropriate, remove or disable access to material you believe infringes your Work.

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## **XIX. Disclaimer and Limitation of Liability**

A. *Disclaimer.* While we use reasonable efforts to include accurate and up-to-date information on our site, we make no warranties or representations as to its accuracy. TheraTogs assumes no liability or responsibility for any errors or omissions in the content on our site. **OUR SITE AND ALL CONTENTS OF OUR SITE ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOUR USE OF OUR SITE IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF OUR SITE, AND THAT THERATOGS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF OUR SITE.** Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

B. *Limitation of Liability.* **NEITHER THERATOGS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, HOSTING, OR DEVELOPING OUR SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF OUR SITE. THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER USE OF ANY MATERIALS THROUGH OUR SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. THERATOGS ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS, WORM, OR OTHER SIMILAR SOFTWARE CODE THAT MAY BE DOWNLOADED TO YOUR COMPUTER FROM OUR SITE OR IN CONNECTION WITH ANY SERVICES OR MATERIALS OFFERED THROUGH OUR SITE. THERATOGS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF OUR SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTION. Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages. Accordingly, some of the limitations and exclusions set forth above may not apply to you.**

## **XX. Indemnification**

You agree to defend, indemnify and hold TheraTogs harmless from and against any and all claims, damages, costs, and expenses, including attorney’s fees, arising from or in any way related to your failure to comply with these Terms and Conditions or your use of our site.

## **XXI. Choice of Law and Jurisdiction**

Unless otherwise specified, our site and the Contents thereof are displayed solely for the purpose of promoting the mission of TheraTogs. Subject to Section XIV, these Terms and Conditions shall be construed in accordance with the laws of the State of Colorado, without regard to any conflict of law provisions. Subject to Section XIV, any dispute arising under these Terms and Conditions shall be resolved exclusively by the state or federal courts sitting in Colorado.

## **XXII. Headings**

The headings in these Terms and Conditions are included solely for convenience and will not limit or otherwise affect this Privacy Policy or any interpretation thereof.

### **XXIII. Severability**

If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms & Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.

### **XXIV. Non-Transferability**

Your right to use our site and your duties and obligations under these Terms and Conditions are NOT transferable.

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**Effective Date: June 24, 2009**