



Surge Mobile Physical Therapy, PLLC
Email: contact@surgemobilephysicaltherapy.com
Phone: (956) 443-3844

TERMS OF USE

GENERAL

Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) provides this website and the physical therapy services offered there-on (collectively “the Website”) to you subject to the following Terms set out in this agreement. This document sets out the terms of use of this website (www.surgemobilephysicaltherapy.com), which is owned and operated by Surge Mobile Physical Therapy, PLLC. In addition, if you pay for information or advice from us (including in the form of a treatment program), your relationship with us will also be governed by these Terms which will override this document to the extent of any inconsistency.

Please read these Terms carefully as they contain important information regarding your legal rights and obligations. You should review these terms as they are modified or amended from time to time, to stay updated, and as they create a binding contract between you and Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”).

BINDING EFFECT/USERS.

These Terms set forth the legally binding terms for your use of the Website. “Use” of or “Using” the Website includes browsing, using, or accessing all or any part of the Website and any content offered therein. Your use of the Website signifies that you have read, understand and agree to be bound by these Terms. You are only authorized to use the Website (regardless of whether your use is intended) if you agree to abide by all applicable laws and these Terms. If you do not agree to abide by all applicable laws and these Terms, you should discontinue use of the Website immediately.

OTHER POLICIES/ TERMS.

All policies currently posted on the Website, and all policies that may be posted by us on the Website in the future, in our sole discretion, are hereby incorporated into the Terms.

MODIFICATION OF TERMS.

We reserve the right to change, add, or delete portions of these Terms without prior notice to you, is our sole discretion. If we do this, we will post such modifications on our website. Each such modification shall be effective upon posting. Your continued use of the Website after Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) posts a modification signifies your acceptance of such modification. It is your responsibility to review these Terms regularly to ensure you are aware of any changes.

Proprietary Rights to Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) Content.

1. All content available on the Website, including without limitation, designs, text, blog posts, graphics, profiles, messages, notes, advertisements, listings, pictures, images, videos, bios, information, reviews, works of authorship, applications, music, sound and other files, and their selection and arrangement (the “Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) Content”) are the proprietary property of Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) or its licensors with all rights reserved. Except as expressly provided in these Terms or permitted by Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”), you may not copy, modify, translate, publish, broadcast, transmit, distribute, use, perform, post, display, frame, reproduce, republish, download or sell all or any part of the Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) Content, in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”)’s prior written permission.
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Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) respects the intellectual property rights of others. Following is our Notice and Procedure for Making Claims of Copyright Infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) the written information specified below. Please note that this procedure is exclusively for notifying Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) that your copyrighted material has been infringed.

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- A description of the copyrighted work that you claim has been infringed upon;
- A description of the location on the Website of the material that you claim is infringing;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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Third Party Websites. The Website may contain links to third party websites. Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) is not responsible or liable for the content, completeness, accuracy or opinions expressed on such third party websites. Inclusion of any linked website on the Website does not imply Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) approval or endorsement of, or agreement with, the content of the Website. If you choose to access third party websites, you do so at your own risk.

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DISPUTES.

These Terms shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to its conflict of law provisions. Any and all actions or proceedings arising out of or relating to these Terms, the Website or the Surge Mobile Physical Therapy, PLLC ("Surge Mobile Physical Therapy") Content, shall be instituted and litigated in a court of competent jurisdiction in Brownsville, Texas. You and Surge Mobile Physical Therapy, PLLC ("Surge Mobile Physical Therapy") hereby agree to submit to the exclusive personal jurisdiction of the courts located in Brownsville, Texas to resolve any dispute arising out of these Terms, the Website or the Surge Mobile Physical Therapy, PLLC ("Surge Mobile Physical Therapy") Content. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THESE TERMS.

INDEMNITY. You agree to indemnify and hold harmless Surge Mobile Physical Therapy, PLLC ("Surge Mobile Physical Therapy") and its representatives, officers, employees, directors, agents, and assigns, at your own expense, from and against any and all loss, liability, claims, damages, suits, demands, actions and/or costs (including without limitation reasonable attorney fees and costs) made by any third party arising out of or related to a) your actions or inactions; b) the use of the Website account by you or any other person; c) your breach or violation of these Terms; d) your breach of the representations and warranties set forth in these Terms; and/or e) information provided by you or any person through your use of the Website.

CONSENT

You signify your consent to these Terms by using all aspects of this website (www.surgemobilephysicaltherapy.com). We may alter these Terms by making changes to this web page at our discretion and without notice. By continuing to use this Website you accept these Terms as they apply from time to time.

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Not personal treatment: Our free content/services is intended as general information only. It must not be relied upon as a substitute for "in person" physical therapy or other medical treatment. You should consult with a qualified medical professional before acting or relying on any free content.

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You must only use this website for legitimate personal purposes. In particular, you must not: interrupt, or attempt to interrupt, the operation of this website in any way, alter or attempt to alter any free content, attempt to gain access to any password protected user account on the website which is not intended for use by you, gain access, or attempt to gain access to any private data, personal information, or software code stored on the servers used by this website, or attempt to damage or commercial interests in any way.

SECURITY AND ENFORCEMENT

We reserve the right to limit or deny your access to this website or your ability to make comments if, in our opinion, you breach these Terms, and collect and store your IP address for the purpose of enforcing these Terms.

Any unauthorized interruption or alteration is likely to result in criminal prosecution and/or civil action.

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Our website contains links to other websites over which we have no control. We make no representations about the accuracy of the information contained on those websites. We are not liable for the content on those websites, and if you choose to access those websites, you do so at your own risk.

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This Website may contain advertisements for goods and services provided by third parties. Unless explicitly stated, we do not endorse any products or services advertised on this Website, and we make no assurances or warranties (expressed or implied) regarding the accuracy, completeness, or reliability of any advertisement.

OTHER.

These Terms, including all documents referenced herein, as such may be modified from time to time, constitute the entire agreement between you and Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) regarding the use of the Website. The failure of Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms operate to the fullest extent permissible by law. If any provision of these Terms is unlawful, void or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

TERMS OF SERVICE

GENERAL

Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”) provides this website and the physical therapy services offered thereon (collectively “the Website”) to you subject to the following Terms set out in this agreement. This document represents the entire understanding between the parties, except for those terms implied by law and which cannot be excluded and any other terms specifically incorporated by reference; no other terms apply. The Website is hosted in the United States. Please read these terms carefully as they contain important information regarding your legal rights, remedies and obligations. You should review these terms as they are modified or amended from time to time, to stay updated, and as they create a binding contract between you and Surge Mobile Physical Therapy, PLLC (“Surge Mobile Physical Therapy”).

CONSENT

By purchasing any therapy services from the web site or directly from us through our online payment/business service providers, you signify your consent to this agreement. We do edit this agreement from time to time, and you must review this document before each purchase.

If you are under 18 years of age, you must provide us with the written consent of your parent or guardian, who must also agree to be bound by this agreement, provide proper supervision in relation to the provision of information to us, and provide proper supervision in relation to your use of our physical therapy services.

PURPOSE OF OUR PHYSICAL THERAPY SERVICES

You acknowledge that no online service that we provide to you is a perfect substitute for an in-person consultation with a physical therapist, and that we are unable to guarantee that our treatments will result in a cure of your particular complaint or condition. Also, for our in-person/in-house consultations, you acknowledge that we are unable to guarantee that our treatments will result in a cure of your particular complaint or condition. We recommend treatments that we believe are likely (based upon our expertise) to be effective. However, we cannot guarantee results.

SUITABILITY OF OUR PHYSICAL THERAPY SERVICES

In the circumstance in which it becomes obvious that our physical therapy services are not suitable for you, we will not provide physical therapy services to you. Instead, we will refund you any money paid, and will suggest an alternative course of action.

PROVISION OF INFORMATION BY YOU & PROVISION OF ADVICE BY US

You acknowledge that in delivering our physical therapy services, we are completely reliant upon the information that you provide us. In this regard, you agree to provide us with accurate and complete information in response to our online forms/conversations/messages and any follow up questions which we ask of you, and any information which could reasonably be expected to be relevant to your condition or treatment. Upon your request, we agree to provide you with a written document containing your treatment program or other requested information by email within three business days.

USING OUR PHYSICAL THERAPY SERVICES

Understanding required: You must not implement our treatment program or act on any advice unless you fully understand it. Please ask any questions before implementing any treatment program or acting on any advice provided by us.

Cessation: You must immediately cease/stop using our treatment program and cease acting upon any advice given by us if you experience any pain or discomfort. In these circumstances, you must contact us as soon as possible for an alternative course of action.

Third persons: You must not provide our treatment program to any other person. The treatment program is only for you. We assume no duty of care in relation to any third persons.

LIABILITY

Statutory Terms: The laws in force in the United States imply certain terms into contracts between consumers and businesses. These include warranties that our services are to be delivered with due care and skill, and that they are reasonably fit for the purposes for which they are intended. Such terms form part of this agreement, and no part of this agreement is intended to exclude, restrict, or modify those terms or our liability to you for breach of those terms.

Exclusion: Subject to sub-clause statutory terms above and our obligation under any law not to exclude or restrict our liability to you, we exclude all liability to you which is related in any way to your use of our physical therapy services - of whatever nature (whether any indirect, incidental, special or consequential loss or damage or otherwise, including loss of business or other profits), and however arising (whether through the law of negligence or tort generally, breach of contract, breach of statutory duty or otherwise).

Limitation: Where liability cannot be excluded under exclusion above, any liability incurred by us in relation to our physical therapy services is limited to \$1,000 unless we specifically agree an alternative amount with you. We would be prepared to agree to increase the cap on our liability in return for you paying a higher fee for our physiotherapy services.

PRIVACY

The Privacy Practices Policy located [here](#) forms part of this agreement.

GOVERNING LAW

This agreement is governed by the laws in force in the State of Texas, United States, and you submit to the jurisdiction of the courts in that state.

DEFINITIONS

In this document and the documents incorporated by reference, the following terms have the following meanings unless the context clearly requires otherwise:

"Agreement" means the terms and conditions of purchasing our physiotherapy services as set out in this document and the documents incorporated by reference.

"Business Days" means any day other than a Saturday or a Sunday or a day declared a national or public holiday.

"Surge Mobile Physical Therapy" means us (Surge Mobile Physical Therapy, PLLC).

"Physical therapy services" means any physical therapy or health-related services provided by us in return for a fee including any assessment, diagnosis, advice, treatment program, etc.

"Website" means the web site located at the domain "surgemobilephysicaltherapy.com" and on all sub-domains, folders and sub-folders on this domain.

INTERPRETATION

In this document, unless the context clearly requires otherwise:

The terms "we", "us" and "our" are references to are provided via this web site, which is owned and operated by Surge Mobile Physical Therapy, PLLC (DBA Surge Mobile Physical Therapy). Words defined in the singular have the corresponding meaning in the plural.

Reference to a "person" includes a reference to a corporation, association or other entity.

Reference to a "written request" means a request submitted to us by email, by post, by fax or using the "Contact" form on the Website.

Reference to the "Parties" means both you and us.

All monetary amounts are expressed in US dollars.

GOVERNING LAW

These Terms, including all documents referenced herein, may be modified from time to time, constitute the entire agreement between you and Surge Mobile Physical Therapy, PLLC ("Surge Mobile Physical Therapy") regarding the use of the website. The failure of Surge Mobile Physical Therapy, PLLC ("Surge Mobile Physical Therapy") to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms operate to the fullest extent permissible by law. If any provision of these Terms is unlawful, void or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. These Terms are governed by the laws of the State of Texas, United States, and you submit to the jurisdiction of the courts and tribunals in that state.