

DR. ANDREA MOORE, LLC

**12 Week Pain to Power Program
TERMS & CONDITIONS OF USE AGREEMENT**

This Terms & Conditions of Use Agreement (“**TOU**”) is entered into by and between Dr. Andrea Moore, LLC (**Company**) and the undersigned (“**you**”; referred to collectively as “**parties**”). It is effective on the day the program is acquired. It is expected you are reading through these carefully, and these must be agreed to prior to engaging in program materials, posting in the facebook group or attending the group calls.

If you do not agree with these TOU, you may not use the Program.

1) THE PROGRAM

- a) As part of the **Pain to Power: A 12-Week Journey to Unleash Your Life Program (P2P)** you will receive:
 - i) All program materials, including pre-recorded videos, audio, worksheets
 - ii) Access to all previously recorded group coaching calls
 - iii) Weekly live group calls (guaranteed for at least one year from your start date) - see Section 5 for further details
 - iv) Access to a private community held via Facebook

Company reserves the right to offer additional Program elements at any time, for any subgroup of participants. These additional elements are considered a bonus, and are **not** part of the services included in the base version of the Program. The selection of participants who receive and participate in additional bonus Program elements is at the sole discretion of the Company.

2) PARTICIPANTS

- a) If you choose to participate in any other Programs, services or offerings by Company, all terms of this TOU will continue to apply unless superseded by another written agreement.
- b) This Program is intended for, and only suitable for individuals aged eighteen (18) and above. Some of the content in this Program may not be appropriate for children. Company hereby disclaims all liability for use by individuals under the age of eighteen (18).

3) PROGRAM FEES

- a) The total cost of the P2P is \$2500 USD. You agree to pay either:
 - i) A one-time \$2500 + applicable sales tax & fees
Or
 - ii) Payment plan of \$865/month for 3 months.
 - 1) If you are enrolled in a payment plan, and the installment is NOT made by the payment deadline, access to the course will be revoked, and prior payments will be forfeited

Payments made through Acuity are upheld to their terms and conditions. If you voluntarily withdraw from the Program at any time or for any reason, You will remain fully responsible for the full cost of the Program and all payments in any payment plan.

4) REFUNDS

Your satisfaction with the P2P is important. To be considered for a refund, You must:

- a) Complete all Program modules, videos, worksheets. Filled in worksheets must be sent to andrea@drandreamoore.com for review
- b) Attend at least 8 group calls
- c) Have evidence of asking for support in the Facebook group
- d) Refund must be requested within 2 months of joining the program
- e) When the above have been met, you can send your refund request via email to andrea@drandreamoore.com

If a refund is requested without the above documentation, it will not be granted. Upon determining you are eligible for a refund pursuant to this policy, the Company will issue one promptly via their payment processor. The time needed for the payment processor to issue a refund is not within the Company's control.

In all other cases, because of the extensive time, effort, preparation, intellectual property, and care that has gone into the P2P, the Company has a **no refund** policy. Unless otherwise provided by law, You acknowledge that we do not offer refunds for any portion of Your payment for any of our Program, and no refunds will be provided to you. By using and/or purchasing P2P, You understand and agree that, except for the limited refund described above, all sales are final, and no refunds will be provided.

If a refund is received, You agree to immediately cease using any Content that was downloaded, and agree to destroy all materials taken from the P2P, including: video recordings, audio recordings, worksheets, transcripts, reflection questions, or any other program material not listed.

Since you are agreeing to a clear and explicit Refund Policy in these TOU, we do not tolerate or accept any type of chargeback threat or actual chargeback from Your credit card company or payment processor. If a chargeback is placed on a purchase or we receive a chargeback threat during or after Your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account, which could have a negative impact on Your credit report score. The information reported will include Your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the Chargeback.

5) GROUP CALL PROCEDURES

- a) Group calls will last approximately 60 minutes, and will take place via Zoom. While these will typically be hosted by Dr. Andrea Moore, Company reserves the right to use guest coaches or other Company coaches (other than Dr. Andrea Moore) to conduct these calls at any time. Company reserves the right to assign

any and all duties, responsibilities & obligations to any qualified coach at anytime without requiring consent from participants.

- i) No refunds based on Company's guest coaches, or other Program coaches will be granted, and any requests based on this will be denied.
- b) On Group calls, the Program coach reserves the right to mute or remove anyone from the meeting who is not adhering to the P2P community guidelines.
- c) The time & day will follow a consistent schedule, however, may be adjusted as necessary by the Company at their discretion, and without previous consent by participants. Whenever possible, any schedule changes will be announced one (1) week ahead of time, except for cases of emergencies.
- d) Group calls will be offered for 12 weeks only (+ any bonuses received upon sign up).

6) INTELLECTUAL PROPERTY RIGHTS

a) Content Ownership

- i) All materials provided within the course (videos, transcripts, audios, pdfs, emails etc) and any intellectual property provided within the Facebook group or group calls, as well as the look, feel, outline, structure of the Program is the Intellectual Property of the Company & protected as such.

b) Limited License

- i) By viewing, purchasing or accessing any part of the Program or content, You will be considered a Licensee & granted a non-transferable, revocable license solely for **non-commercial use** limited to You only.
 - 1) *Downloading, viewing, listening to, printing, etc is allowed for Your personal purposes only*
 - 2) If you are a practitioner, coach or any other provider and wish to use any of these materials with your clients, or within your business materials (free or paid), you **must request permission and be granted approval specifically from Dr. Andrea Moore.**
 - (a) Permission request (made before Content use) must be made to Andrea@drandreamoore.com
 - (b) Permission is only granted for the specific use that was expressed via written permission. Use outside of this will be subject to terms in 6bii below.
- ii) You may not republish, share, duplicate, copy, sell, reproduce, distribute, disclose any materials to friends, family, clients, share on social media or to any other third party, or use in any way that earns You or any third party money. Unauthorized use constitutes infringement & plagiarization.
 - 1) Written approval may be granted in particular cases upon request, and must be received directly from Dr. Andrea Moore
 - 2) Use of Program materials that violate this **TOU** will be subject to a minimum of a \$4500 fee + any legal charges the Company may be entitled to pursue.

c) Lifetime Access

- i) You are granted lifetime access to the Program materials and content for the lifetime of the Program, only.

- 1) The Company, with discretion, may temporarily suspend or terminate your Lifetime access if you violate any terms of agreement.
- 2) If the Company chooses to discontinue hosting & providing access to the program, you will be provided a minimum 30 day notice.
- 3) Access to materials will be guaranteed for a minimum of one year from your personal purchase date.

d) Outside Use

- i) If any materials, practices, videos, audios, or any other elements or teachings of this Program are used (authorized or unauthorized), the Company is not liable for and is Released from any harm, damages, injury loss or any other consequences that may occur from such use.

7) RESPONSIBILITIES

a) Coaches'/Practitioner Responsibilities

- i) Due to the nature of the group program, no individual evaluations or advice are provided within this Program
 - 1) No advice is meant to be specific to any one individual, and each participant is fully responsible & liable for their own actions
- ii) Coaches & Practitioners are trained to support You to the best of their ability throughout your time within the program. You are expected to be an equal partner throughout this process.
- iii) Any advice or guidance provided is based solely on the information provided in that particular moment, and does not take into account any past information provided, or information that is unknown to the coach
- iv) Coaches will answer all questions that follow community guidelines; if the answers are outside of the coaches' scope of knowledge or outside of the scope of the Program, the coach will state this, and direct to another resource when possible/available.

b) Your Responsibilities

- i) You acknowledge & agree that this Program does **not** take place of 1:1 care or evaluation
 - 1) You agree to seek out professional help (including medical & mental health) from a qualified professional as needed and indicated.
- ii) You alone are solely responsible for Your mental, physical & emotional well-being, along with any decisions, choices, actions & results arising from the Program content or any interaction with the group or any coaches/practitioners.
 - 1) Company cannot and will not be held liable or responsible for any actions, or inactions, or for any direct or indirect result of any services provided by Company.
- iii) You agree that progress will only be made by completing the tasks, videos & audios provided with the Program, as well as attending group calls. And that your implementation of the Program materials are necessary to see results.
- iv) Company cannot guarantee the outcome of Program and Company's comments about the outcome are expressions of opinion only. Company makes no guarantees other than that the services described in Paragraph

1(a) shall be provided to Client in accordance with the terms of this agreement. Client acknowledges that Company cannot guarantee any results for services as such outcomes are based on a multitude of factors that cannot be controlled by Company.

- v) You agree that any relationship with the Company is to remain within the scope of this Program and TOU, and that no other personal or professional relationship has been established.
- vi) You acknowledge & agree that Chronic Pain is complex and may involve any and all areas in Your life, including, but not limited to, your body, health, nutrition, relationships, work, finances, past trauma, recreation and more. You agree that addressing these issues is up to you, and you may incorporate the tools and teachings within this Program, but the actions you choose are solely Your responsibility.
- vii) If there is any feedback, concerns, complaints, these will be provided to Dr. Andrea Moore directly.

8) PERSONAL CONDUCT

- a) You are responsible for following the Community guidelines listed in section 9.
- b) The Company does its best to create a welcoming & healing space for all participants, however, the Company is not responsible for Program participants. As such, Company reserves the right to remove any participant's comments or posts, or remove them from a Zoom call if violation of community guidelines occurs. Company is **not** responsible for any discomfort, trauma or distress caused by other participants. Company is not liable for, or does not endorse or support any posts or comments made by participants.

9) COMMUNITY GUIDELINES

In order to maintain a safe & judgment-free space for growth, healing, learning & connection, the following guidelines are to be adhered to. It is expected that all community members will treat each other with respect.

- a) Company will not tolerate not support any discriminatory behavior, speech, comments or actions against any other participant or person based on their age, gender, sex, sexual orientation, race, ethnicity, socio-economic status, disability, neurodiversity or any other labels.
 - i) Company reserves the right to terminate these TOU and Your participation & access to the Facebook group & Group calls, without refund, if participant violates this.
- b) Company is providing a safe space that facilitates growth and healing. As such, Company does **not** provide a space that is free of discomfort, or revise materials based on individual 'triggers'. It is expected that the Participant will use the tools provided in the program to work through personal discomfort & triggers, with support provided to do this from coaches.
 - i) Company reserves the right to pause, stop, mute or remove any participant at any time if they are violating any guidelines or treating a group call as a 1:1 session. This may feel uncomfortable & unsafe, however, it is done to protect the group as a whole, and keep the Program within its scope.

- ii) Company encourages respectful dialogue and support amongst participants, however, participants are limited (and such comments may be stopped or deleted) from coaching other participants. Any coaching that does take place amongst participants must be explicitly consensual, and the Company is not liable for any such interactions, even if they occur within the Facebook group or group calls.
- iii) Participants are expected to watch and adhere to guidelines in video labeled "Group Expectations" within modules
- c) Company has a strict no promotion policy that applies to any participants promoting their own services or any other third party services. If participants wish to do so, they must email andrea@drandreamoore.com and receive specific permission and guidance on procedure.
- d) Participants are expected to respect other participants' boundaries at all times, which also includes not messaging them or contacting them outside of the group, unless consensually agreed upon.
- e) Participants are expected to keep any personal information of other participants strictly confidential
- f) Participants are forbidden to screenshot, share, record, or screen record any information & names from within the Facebook group or group calls.
 - i) If this is done, Company reserves the right to immediately terminate Your access to the Program & content without a refund.

10) CONFIDENTIALITY

Much of the information within this program is of personal, sensitive, and medical nature. While Participants are forbidden from sharing any such information about other participants, the Company cannot guarantee confidentiality, and specifically cannot and does not adhere to HIPPA guidelines or doctor-patient privilege.

While the Company is not legally bound to maintain confidentiality, it will do its absolute best to keep any Participant information confidential except when disclosure is required by law, or if You threaten to harm Yourself or others.

Company will record coaching calls, and may share clips of recordings publicly. None of these recordings will use personal information or specific coaching of a Participant without consent from the Participant involved. However, due to the nature of Zoom, Your presence on a call, or your name may be visible on such recordings. It is up to You to use a pseudonym or initials if you do not want your name displayed.

11) Scope of Dr. Andrea Moore

Dr. Andrea Moore holds her Doctorate in Physical Therapy & is currently licensed in the state of KY. Dr. Moore is also Board Certified in Orthopedics. In addition, she has her certification as a Functional Nutritional Therapy Practitioner (FNTP), a life coach & a Thriving Method Facilitator. While the Company brings in education & teachings from her licensure, this Program does not adhere to Physical Therapy (PT) regulations, and does not fall under the scope of PT practice, so it cannot be submitted to insurance. Nor is it a substitute for 1:1 PT.

- a) **Interventions Provided in Program:** refers to any advice, audios, videos or recommendations
- i) Any reference to PT or any other intervention are not considered to be considered individualized care. Company may also advise You to seek out certain in-person services if deemed necessary.
 - ii) Since the physical responses to a specific treatment can vary widely from person to person, it is not always possible to accurately predict response to a certain therapy modality or procedure. No guarantee can be given to what your reaction to a particular intervention might be, nor can Company guarantee that advice given will help. There is also a risk that any intervention may cause pain, injury, or may aggravate previously existing conditions.
 - iii) No intervention given is based on Your personal history, diagnosis, or symptoms. You have the right to decline or skip any interventions suggested.
 - iv) Exercise has inherent physical risks associated with it. Exercise education, or any specific recommendations are **not** within the scope of this Program. However, references may be made to engaging in exercise, and it is up to You to consult with the appropriate medical professional and choose an exercise program that is appropriate for your body & skill level. Company cannot be held liable for any pain, injury or loss due to exercise.
 - v) Certain practices are specifically designed to work with trauma & the nervous system. It is up to You to determine which can be done independently, and which may require 1:1 guidance. It is NOT advisable to use these techniques for any trauma processing on traumas that have not been previously discussed with a 1:1 practitioner.

12) ASSUMPTION OF RISK, RELEASE & PERSONAL RESPONSIBILITY

- a) You are voluntarily choosing to engage in the Program, and assume all risk of injury, illness, damage or loss to You or Your personal property
- b) The Program provides educational & guided content that is not based on individual assessment, and therefore can be considered as general guidance only and not a substitute for 1:1 professional advice. None of the Program claims to prevent, cure, treat any physical, emotional, mental, or medical condition.
- c) You and You alone are fully responsible for any choices you make, and for your own physical, mental, and emotional well-being , and ensuring you are receiving the professional support needed outside of this Program. The Company is not liable for Your reliance on any opinions, advice, or education contained in this Program.
- d) You acknowledge & agree that any content will **not** be used to diagnose or treat any physical or mental disorders. If you are currently seeing a therapist or other mental health professional, You will notify them of your participation in this Program, and if necessary, receive assistance from them on whether or not this program is appropriate for You.
 - i) This includes any trauma-specific diagnoses such as PTSD or C-PTSD, as this Program is not intended to be used for treatment of these.
- e) By engaging in this Program, You voluntarily assume an element of risk, including increasing pain, injuries or mental health complications. You are assuming these freely & release Company from any liability, and agree not to sue Company of any complications occur to You, Your personal representatives, or family members.

- f) Any third party links, providers or recommendations are subject to their own terms & conditions. The Company is not responsible for, or held liable for any interventions or content from such sites or providers. It is Your personal responsibility to research any third parties.
- g) The Program is hosted on Teachable, and as such, is not responsible for, or in control of any errors, hosting issues or any other technological issues that occur through Teachable.

13. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. RECOVERY OF LITIGATION EXPENSES

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

15. SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. SIGNATURES

Due to the nature of this group program, Your payment into this program is an agreement that you acknowledge & agree to this TOU, even without a formal signature.