Terms of use

Terms of use

This site does not provide medical advice

The contents of the MountainTop Physical Therapy and Wellness Center website, such as text, graphics, images, information obtained from MountainTop Physical Therapy and Wellness Center's licensors, and other material contained on the MountainTop Physical Therapy and Wellness Center Site ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment.

Always seek the advice of MountainTop Physical Therapy and Wellness Center, your physician or other qualified health provider with any questions you may have regarding a medical condition, treatment, stretches or exercises. Never disregard professional medical advice or delay in seeking it because of something you have read on the MountainTop Physical Therapy and Wellness Center Site.

If you think you may have a medical emergency, call your doctor or 911 immediately. MountainTop Physical Therapy and Wellness Center does not recommend or endorse any specific tests, products, procedures, stretches, exercise, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by MountainTop Physical Therapy and Wellness Center, MountainTop Physical Therapy and Wellness Center employees, others appearing on the Site at the invitation of MountainTop Physical Therapy and Wellness Center, or other visitors to the Site is solely at your own risk.

Children's privacy
We are committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is a child under the age of 13.

Use of content

MountainTop Physical Therapy and Wellness Center authorizes you to view or download a single copy of the material on the MountainTop Physical Therapy and Wellness Center Site solely for your personal, noncommercial use if you include the following copyright notice: "Copyright © MountainTop Physical Therapy and Wellness Center. All rights reserved" and other copyright and proprietary rights notices that are contained in the Content. Any special rules for the use of certain software and other items accessible on the MountainTop Physical Therapy and Wellness Center Site may be included elsewhere within the Site and are incorporated into these Terms and Conditions by reference.

The Content is protected by copyright under both United States, Canadian, and foreign laws. Title to the Content remains with MountainTop Physical Therapy and Wellness Center or its licensors. Any use of the Content not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws. Content and features are subject to change or termination without notice in the editorial discretion of MountainTop Physical Therapy and Wellness Center. All rights not expressly granted herein are reserved to MountainTop Physical Therapy and Wellness Center and its licensors.

If you violate any of these Terms and Conditions, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

Liability of MountainTop Physical Therapy and Wellness Center and its licensors
The use of the MountainTop Physical Therapy and Wellness Center Site and the Content is at your own risk. When using the MountainTop Physical Therapy and Wellness Center Site, information will be transmitted over a medium that may be beyond the control and jurisdiction of MountainTop Physical Therapy and Wellness Center and its suppliers.

Accordingly, MountainTop Physical Therapy and Wellness Center assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the MountainTop Physical Therapy and Wellness Center Site.
The MountainTop Physical Therapy and Wellness Center Site and the content are provided on an "as is" basis.

MountainTop Physical Therapy and Wellness Center, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

Without limiting the foregoing, MountainTop Physical Therapy and Wellness Center, its licensors, and its suppliers make no representations or warranties about the following:

- The accuracy, reliability, completeness, currentness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the MountainTop Physical Therapy and Wellness Center Site or MountainTop Physical Therapy and Wellness Center.
- The satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on the MountainTop Physical Therapy and Wellness Center Site.

In no event shall MountainTop Physical Therapy and Wellness Center, its licensors, its suppliers, or any third parties mentioned on the MountainTop Physical Therapy and Wellness Center Site be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the MountainTop Physical Therapy and Wellness Center Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not MountainTop Physical Therapy and Wellness Center, its licensors, its suppliers, or any third parties mentioned on the MountainTop Physical Therapy and Wellness Center Site are advised of the possibility of such damages. MountainTop Physical Therapy and Wellness Center, its licensors, its suppliers, or any third parties mentioned on the MountainTop Physical Therapy and Wellness Center Site are not liable for any personal injury, including death, caused by your use or misuse of the Site, or Content.

Passwords
MountainTop Physical Therapy and Wellness Center has tools that allow you to sign up to receive information, record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your MountainTop Physical Therapy and Wellness Center passwords or accounts.

It is your sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your MountainTop Physical Therapy and Wellness Center account and password; (3) promptly inform MountainTop Physical Therapy and Wellness Center of any need to deactivate a password. You grant MountainTop Physical Therapy and Wellness Center and all

other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. MountainTop Physical Therapy and Wellness Center cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using MountainTop Physical Therapy and Wellness Center tools and services.

Advertisements, and links to other sites
MountainTop Physical Therapy and Wellness Center may provide links to third-party web sites. MountainTop Physical Therapy and Wellness Center may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. MountainTop Physical Therapy and Wellness Center does not recommend and does not endorse the content on any third-party websites. MountainTop Physical Therapy and Wellness Center is not responsible for the content of linked third-party sites, sites framed within the MountainTop Physical Therapy and Wellness Center Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. MountainTop Physical Therapy and Wellness Center does not endorse any product, service, or treatment advertised on the MountainTop Physical Therapy and Wellness Center Site.

Indemnity
You agree to defend, indemnify, and hold MountainTop Physical Therapy and Wellness Center, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

General
MountainTop Physical Therapy and Wellness Center is based in Park City, Utah. MountainTop Physical Therapy and Wellness Center makes no claims that MountainTop Physical Therapy and Wellness Center's, Content are appropriate or may be downloaded in any geographic area. Access to the Content may not be legal by certain persons or in certain countries. If you access the MountainTop Physical Therapy and Wellness Center Network, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Liability, User Submissions, Indemnity, Jurisdiction, and Complete Agreement.

Jurisdiction
You expressly agree that exclusive jurisdiction for any dispute with MountainTop Physical Therapy and Wellness Center, or in any way relating to your use of the MountainTop Physical Therapy and Wellness Center Site, resides in the courts of Utah, United States and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Utah, United States in connection with any such dispute including any claim involving MountainTop Physical Therapy and Wellness Center or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.
If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Notice and takedown procedures; and copyright agent

If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting MountainTop Physical Therapy and Wellness Center's copyright agent (identified below) and providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- Your name, address, telephone number and (if available) e-mail address.
- A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

MountainTop Physical Therapy and Wellness Center's agent for copyright issues relating to this web site is as follows:

PatientSites. 2927 Lakeshore blvd west, Suite 322, Toronto Ontario. M8V 1J3. Or call: 416 488 2630

Complete agreement

Except as expressly provided in a particular "legal notice" on the MountainTop Physical Therapy and Wellness Center Site, these Terms and Conditions and the MountainTop Physical Therapy and Wellness Center Privacy Policy constitute the entire agreement between you and MountainTop Physical Therapy and Wellness Center with respect to the use of the MountainTop Physical Therapy and Wellness Center Site, and Content.