

Terms and Conditions for Super Charged Therapy, LLC

Introduction

These Website Standard Terms and Conditions written on this webpage shall manage your use of our website, Super Charged Therapy accessible at <https://superchargedtherapy.com>.

These Terms will be applied fully and affect to your use of this Website. By using this Website, you agreed to accept all terms and conditions written in here. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions.

Minors or people below 18 years old are not allowed to use this Website.

Intellectual Property Rights

Other than the content you own, under these Terms, Super Charged Therapy, LLC and/or its licensors own all the intellectual property rights and materials contained in this Website.

You are granted limited license only for purposes of viewing the material contained on this Website.

Restrictions

You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing; and,
- PROVIDING ANY PROTECTED HEALTH INFORMATION AS DEFINED BY HIPAA.

Certain areas of this Website are restricted from being access by you and Super Charged Therapy, LLC may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

Your Content

In these Website Standard Terms and Conditions, “Your Content” shall mean any audio, video text, images or other material you choose to display on this Website. By displaying Your Content, you grant Super Charged Therapy, LLC a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be invading any third-party’s rights. Super Charged Therapy, LLC reserves the right to remove any of Your Content from this Website at any time without notice.

Your Privacy

Please read [our Privacy Policy](#).

No warranties

This Website is provided “as is,” with all faults, and Super Charged Therapy, LLC express no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

Limitation of liability

In no event shall Super Charged Therapy, LLC, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. Super Charged Therapy, LLC, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

The devices, methods, and techniques on our website are provided for informational purposes only and are not intended to cure, prevent, or treat any disease.

Indemnification

You hereby indemnify to the fullest extent Super Charged Therapy, LLC from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

Variation of Terms

Super Charged Therapy, LLC is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

Assignment

The Super Charged Therapy, LLC is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Entire Agreement

These Terms constitute the entire agreement between Super Charged Therapy, LLC and you in relation to your use of this Website, and supersede all prior agreements and understandings.

DISPUTE RESOLUTION

MANDATORY ARBITRATION AND CLASS ACTION WAIVER

Arbitration

You agree that any claims or disputes (“Claims”) that arise out of or relate in any way to the Websites, Services, Terms of Use, or our Privacy Policy will be resolved by final and binding arbitration instead of litigation in Court. In arbitration, there is no judge and no jury. Rather, Claims are decided by an arbitrator whose authority is created by and governed by this arbitration agreement. Review of arbitration awards in courts is very limited.

CLASS ACTION WAIVER

You agree that any Claims that arise out of or relate in any way to the Websites, Services, Terms of Use, or our Privacy Policy will be resolved on an individual basis and that there will be no class, representative, or consolidated action or actions in arbitration. In addition, neither you nor Super Charged Therapy may participate in a class or representative action in court as a class member if the claims asserted at arbitration are within the scope of these Terms of Use and asserted directly by you or us. You and Super Charged Therapy waive any right to participate in any class action involving disputes between us. This class action waiver is an essential part of our arbitration agreement and may not be severed. If for any reason this class action waiver is found unenforceable, then the entire arbitration agreement will not apply. However, the Jury Trial Waiver set forth below will remain in full force and effect.

Arbitrator Authority

The arbitrator's authority is governed by this arbitration agreement. You and Super Charged Therapy agree that the arbitrator may award the same relief that a court of competent jurisdiction could, but the arbitrator may not award declaratory or injunctive relief that extends beyond you and your dealings with Super Charged Therapy. An arbitrator may award attorneys' fees and costs to the prevailing party if a court would be authorized to do so under applicable law.

Arbitration Procedures

You and Super Charged Therapy agree that your agreement affects interstate commerce, and the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at <http://www.adr.org> or by calling 1-800-778-7879. If the Claim asserted in arbitration is for less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim is for more than \$75,000, then the Commercial Rules will apply. If there is a conflict between the AAA Rules and this arbitration agreement, then this arbitration agreement shall control. For claims less than \$75,000, Super Charged Therapy will pay all filing fees and costs associated with commencing an arbitration, but you will be responsible for paying your own attorneys' fees, unless you prevail in the arbitration and the arbitrator finds that you are entitled to recover attorneys' fees under the law. The arbitration will be held in a mutually agreeable and convenient location.

Governing Law

This Website is controlled by Super Charged Therapy, LLC from our offices located in the State of Illinois and it can be accessed by most countries around the world. As each country has laws that may differ from those of Illinois, by accessing the Websites, you agree that the statutes and laws of Illinois, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Website and the purchase of any products or services through this site.