

Privacy Policy

LSVT Global, Inc. ("LSVT," "we," "us," "our") collects information when you visit our site(s). How this information is collected, used and shared is important to you and this policy explains these issues.

Information We Collect

We collect general information and personal information.

- General information includes non-personal information from visitors to the site (such as the time of day the site is accessed, the IP address of the visitor, the site from which the visitor comes or the site to which the visitor goes after leaving our sites, which pages of our site the visitor visits, etc.), information in aggregate form (such as statistics relating to the number and frequency of visitors, which pages are visited most frequently), and information in de-personalized form (such as the number of visitors of a certain gender or age, or the number of visitors from a certain region, etc.). If you have provided us with personal information, general information can be coupled with your personal information, or it can be de-coupled from your personal information.
- Personal information is specific to you and includes such things as your e-mail address, name, and mailing address. This type of information is sometimes called "personally identifiable information."

We collect information provided by you directly , or indirectly by monitoring and collecting the information.

- Information you directly provide refers to any information that you actually input into the site and provide to us. For example, when you register to access various portions of the site, you are required to provide certain information (such as name, email address, username, password, content you post, etc.), and when you purchase items or subscribe to various services on the site, you are required to provide certain additional information (such as credit card information, billing address, etc.).
- We may also collect information indirectly through the use of cookies and web beacons and other similar means. A cookie is a small file that is stored on a user's computer for record-keeping purposes. Cookies can store both information you provide as well as general information and performance data. Cookies may be placed on your computer by LSVT or by third parties that provide content on our site (e.g., advertisers, business partners, etc.). Web beacons are similar to cookies and can be used to monitor a user's activities. LSVT may use web beacons to monitor the number of people using the site, number of people opening e-mails sent from LSVT, or other data collection.

How We Use Information We Collect

Anonymous General Information

LSVT uses general information that has been de-coupled from any personal information for a broad range of purposes. For example:

- We may use de-personalized general data to determine characteristics of visitors to our site, which characteristics may be used to improve our site and services or to better market our services; and
- We may provide any of this data to unaffiliated third parties for the same or similar uses (e.g., we may provide de-personalized performance data to unaffiliated third parties, such as research institutions, universities, hospitals, physicians or clinicians, who may use that data for research and other purposes).

Personal Data

LSVT uses personal information we collect to provide you with information, products or services you order or subscribe to. Where the information, product or service is one that is offered on our site but provided by a third party, we will provide your personal information to that third party solely for the purpose of providing you the information, product or service that you ordered. Unless you authorize us to, as further discussed below, the third party will be instructed not to use your information for the purpose of offering you any other information, product or service.

We may also use personal information that is coupled with general information and performance data to improve your experience on our site by providing you with information that is relevant to you.

LSVT may also use personal information we collect (including any corresponding general information) to provide you information about other information, products or services offered by LSVT. If you do not wish to receive these kinds of communications, you can opt out by sending an email to info@LSVTGlobal.com, or by changing your profile on the site.

LSVT will not provide personal information we collect (excluding associated general data) to third parties, including our affiliates and including unaffiliated third party business partners, to enable them to provide you information about their information, products or services.

Note, LSVT may provide any of the above information to our service providers, but our service providers will be instructed not to use the information for their own benefit, they may only use the information as necessary to provide services to LSVT.

Finally, some of LSVT's business partners, including advertisers, use cookies on the site, but LSVT has no access to or control over these cookies. This privacy policy covers the use of cookies by LSVT only and does not cover the use of cookies by any advertisers.

If you are a clinician with active certification in a LSVT Global treatment and choose to have your personal data listed on our web site, we will list only that information you choose to show. We cannot control the use of this data by third parties once it is displayed.

How We Use Publicly Posted Information

The site may allow you to contribute content to one or more publicly accessible blogs, forums, or groups or to communicate by means of online functions. Any information you contribute to these public forums is, by design, open to the public. What you have written may be seen, disclosed to or collected by third parties and may be used by others in ways we are unable to control or predict, including to contact you for unauthorized purposes. As with any public forum on any site, this information may also appear in third-party search engines like Google, Yahoo, MSN, etc. Any information you provide via any of these public forums is not subject to this privacy policy, and instead, is subject to the license provided for in the Terms of Use.

How We Use Feedback to LSVT

LSVT has feedback functionality on the site that allows you to submit comments, suggestions, or bugs found. LSVT may collect your name or username and email address to follow up with you or thank you for a suggestion.

This privacy policy does not apply to content, business information, ideas, concepts or inventions that you transmit to us. If you want to keep content or business information, ideas, concepts or inventions private or proprietary, do not send them to LSVT. By sending them to LSVT, you are expressly authorizing LSVT to use this information in any manner deemed appropriate by LSVT.

Security

LSVT cares about protecting the security and integrity of your personal information. To that end, we have put in place reasonable security procedures and practices to protect your personal information from unauthorized access, destruction, use, modification, or disclosure.

Information Provided to Third Party sites Linked to Our Site

This site may contain links to other sites. LSVT is not responsible for the privacy practices of such other sites. LSVT encourages users to be aware when they leave our site and to read the privacy statements of sites they link to. This privacy policy applies only to information collected on our site.

Correction/Updating of Personal Information

If you wish to change any personal information you have provided, you may do so via the site.

Business or Asset Transfer or Sale

LSVT's business, or portions thereof, may be sold or otherwise transferred to third parties through various means (e.g., sale of stock, sale of assets, merger, etc.). In such transactions, LSVT may, and likely will, transfer information collected through the site, or give the acquirer a license to use that information. LSVT will make a reasonable effort to provide notice on the site.

Release of Information for Legal Reasons

LSVT may release information concerning your use of LSVT (including, but not limited to, posted Public Content, registration information, and network records) when it believes in good faith that such release is appropriate to comply with the law (for example, pursuant to a statutory demand, subpoena, warrant, or court order), to protect against fraudulent, abusive or unlawful use of the site, to protect LSVT's rights or property, enforce any contract between you and LSVT, or if LSVT reasonably believes that a situation involving danger of death or injury to any person requires disclosure.

Changes in This Privacy Policy

LSVT may change this policy at any time, and the current version is always available to you. If we decide to change this privacy policy, we will provide you with notice of such a change. Your continued use of the site will be deemed your agreement that your information (including information collected in the past) may be used in accordance with the new policy. If you do not agree with the changes, then you should stop using the site, and you should notify us that you do not want your information to be used in accordance with the changes. The date of the last revision appears below.

Revision Date: 12/01/10

YOUR CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83 provides California residents with certain additional rights as it relates to their personal information.

It provides that a business, such as LSVT, must provide a California resident with a means of requesting certain information regarding the business's disclosure of the California resident's personal information to third parties for the third party's direct marketing purposes. However, as discussed in our Privacy Policy, we do not provide your personal information to third parties for their direct marketing purposes.

Terms of Use

Welcome to LSVT (“LSVT,” “us,” “our,” “we”). These Terms of Use (“Terms”, “Agreement”) govern your use of our web site (“Site”) and its contents. You should carefully read these Terms of Use.

BY ACCEPTING THESE TERMS, OR BY USING THIS SITE, YOU AGREE TO BE LEGALLY BOUND TO THESE TERMS OF USE, OUR PRIVACY POLICY, AND OUR COPYRIGHT POLICY. YOU AGREE TO RECEIVE REQUIRED NOTICES AND TO TRANSACT WITH US ELECTRONICALLY. IF YOU DO NOT AGREE TO ANY OF THESE TERMS OR STATEMENTS, DO NOT ACCEPT THESE TERMS AND DO NOT USE THIS SITE.

To the extent that these Terms of Use are inconsistent with the Privacy Policy, or Copyright Policy, these Terms shall govern.

Description of Service

LSVT provides various content and services via the website www.LSVTGlobal.com (together with any other website which provides that it is governed by these Terms of Use, the “Site”).

Registration and Subscription

The content and services on the Site are divided into three categories: (a) content and services which can be accessed without registration; (b) content and services which can be accessed only after registering; and (c) content and services which require the payment of a fee.

During registration and purchase, you will be required to provide certain information, including personal information, and for purchases, financial information. Our use of that information is subject to the Privacy Policy. All fees paid for purchases are non-cancellable and non-refundable.

Access to Site Functionality

Access to certain portions of this Site requires login and password information. Once you have registered or purchased certain products, you will have login and password information. This information is for your use only and is non-transferable.

You agree that you will be responsible for maintaining your password as confidential and for any activity that occurs as a result of your enabling or permitting another person or entity to use your password. You agree to immediately notify LSVT in the event that (i) your password is lost or stolen, or (ii) you become aware of any unauthorized use of your password or of any other breach of security related to the Site.

Non-Commercial Use

This site and its contents are for the personal use of the individual or organization acquiring purchases. You may not make purchases to benefit any other person. For example, you may not resell the services offered on this Site or distribute them to any other persons.

Privacy Policy

We recognize the importance of your privacy. Please read the terms of our Privacy Policy. Your use of this Site signifies your continuing consent to our Privacy Policy. Any information you supply to LSVT and any information about your use of the Site that LSVT obtains will be subject to the Privacy Policy.

Changes to the Site

We may discontinue or change any content, service, function or feature at any time with or without notice.

Proper Use of This Site

When you use our Site, you agree at all times to comply with the following guidelines. You may use LSVT for lawful purposes only and may use this Site only in ways consistent with any applicable laws. You specifically agree not to:

- upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content you post;
- upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that may be designated for such purpose;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- collect or store personal data about other users in connection with the prohibited conduct set forth above.
- USE ANY PROGRAM, SPIDER, OR "BOT" TO GATHER OR "HARVEST" INFORMATION FROM THIS SITE.

Proprietary Rights

LSVT and its suppliers reserve all intellectual property rights existing in any content that is on the Site. Nothing herein shall be construed as conferring by implication, estoppel, or otherwise, any license or right under any intellectual property right of LSVT or third parties. Unless otherwise provided herein, the content of the Site may not be copied, reproduced, republished, uploaded, downloaded, posted, transmitted, or distributed in any way without the prior written permission of LSVT, except that, subject to your compliance with the Terms of Use, LSVT authorizes you to view content to which you have access through registration and/or purchase. For text articles only, you may download or print one copy of the article solely for your personal, non-commercial use so long as you preserve the copyright ownership and year information provided in the article.

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trademark law.

The content on this Site is protected by United States and foreign intellectual property laws. Any violation of LSVT's rights or the rights of its licensees and licensors is a breach of this Agreement.

USERS ARE PROHIBITED FROM ATTEMPTING TO DEFEAT, BYPASS, OR OTHERWISE CIRCUMVENT ANY PROTECTION MECHANISMS EMPLOYED BY THE SITE TO PROTECT THESE PROPRIETARY RIGHTS.

Electronic Delivery Statement and Your Consent

You agree that we may provide to you notices and other information concerning LSVT or this Site electronically, including notice to any email address that you may provide, as outlined in the Privacy Policy.

Content that You Supply

LSVT may allow you to supply content to the Site or its functions. There are two categories of user supplied content: (a) content that a user uploads to the Site that is meant to facilitate the user's use of the Site's content and services, but that is not meant for public distribution; and (b) content that a user uploads to the Site for public display.

In consideration of being allowed to use the public forums, you agree not to post any content that violates these terms, any applicable laws, or the content guidelines. Content that violates applicable rules may be removed and your registration or subscription may be consequently terminated.

If you post any content on any public area of the Site or otherwise transmit to LSVT any content, you grant us and our affiliate companies the perpetual, irrevocable, sublicensable, and royalty-free right and license to use, copy, display, perform, distribute, modify, adapt, abridge, exploit, and promote this content in any way and in any commercial or non-commercial medium or form without charge. If you wish to keep rights in any content you post, then do not submit them to LSVT in a public area.

LSVT reserves the right, but is not required to, record dialogue in the public forums, investigate allegations of violations of this Agreement, remove any content you supply which violates these Terms of Use, and terminate the user accounts of violators of this Agreement.

If you are an investigator or health care professional you may not provide LSVT any protected health information.

No Duty to Monitor

You agree that we are not liable for content that is provided by others. We have no duty to screen content that you may supply or post, but we have the right to edit or to refuse to post submitted content and the right to remove any content for any reason at any time.

Third Party Sites and Advertisers

LSVT may include on its Site links to third party web sites. You agree that we are not responsible or liable for any content or other materials on third party sites. You also agree that we are not responsible for content or claims supplied by our advertisers. We are also not responsible for any transactions or dealings between you and any third party or any advertiser. You agree that LSVT is not responsible for any claim or loss due to a third party site or any advertiser.

Disclaimer

LSVT Global provides users with information on treatment methods developed by LSVT Global. Since LSVT cannot verify how programs provided by LSVT are used, LSVT cannot be held responsible or liable in any way, shape, or form for planning, directing, or monitoring these treatments.

THIS SITE DOES NOT PROVIDE MEDICAL ADVICE. THE SITE AND CONTENT ARE NOT INTENDED TO CONSTITUTE (I) THE PRACTICE OF MEDICINE OR THE PROVISION OF HEALTH CARE DIAGNOSIS, OR (II) THE CREATION OF A PHYSICIAN PATIENT OR CLINICAL RELATIONSHIP, OR (III) AN ENDORSEMENT. ADDITIONALLY, THIS SITE SHOULD NOT BE USED TO ATTEMPT TO DIAGNOSE ANY MEDICAL CONDITION, OR TO ATTEMPT TO ASSESS THE STAGE OR OTHER MEDICAL ASPECT OF ANY PERSON. All content on this Site is provided for informational purposes only. This content is not intended to substitute medical professional advice. You should consult a medical professional with any questions you may have regarding a medical condition or treatment. DO NOT DELAY SEEKING ADVICE FROM A MEDICAL PROFESSIONAL BECAUSE OF CONTENT RECEIVED FROM THIS SITE. LSVT provides this information and content on this site for educational purposes only. DO NOT USE THE SITE FOR EMERGENCY MEDICAL SERVICES. IN AN EMERGENCY, CALL 911, YOUR LOCAL EMERGENCY ASSISTANCE NUMBER AND/OR YOUR PERSONAL PHYSICIAN.

LSVT is not responsible for updating out-of-date or older Site content. All content and information is provided for informational purposes only and a professional should be consulted prior to relying on subject matter on this Site. While we may periodically update or correct information in this Site, WE MAKE NO REPRESENTATION OR WARRANTY AS TO ITS ACCURACY, CURRENCY OR COMPLETENESS, AND WE DO NOT INTEND TO ROUTINELY UPDATE THIS INFORMATION.

Disclaimers of Warranties

Your use of this Site and any linked sites is at your own risk. We provide this Site and its contents "AS IS." We and our suppliers make no express warranties or guarantees about this Site. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR SUPPLIERS DISCLAIM IMPLIED WARRANTIES, INCLUDING ANY WARRANTY THAT THE SITE IS OR WILL BE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, CURRENT, COMPLETE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THIS SITE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, OR WILL OPERATE WITHOUT INTERRUPTION. Because some states do not permit disclaimer of implied warranties, you may have additional consumer rights under your local laws.

Limitation of Liability

YOUR SOLE AND EXCLUSIVE REMEDY, AND LSVT'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY BREACH OF THIS AGREEMENT BY LSVT SHALL BE TO DISCONTINUE USE OF THE SITE, CONTENT AND SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU MAY NOT ASSERT CLAIMS FOR MONEY DAMAGES ARISING FROM THIS SITE OR ITS CONTENTS. WE AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY, AND THE LIABILITY OF OUR COMPANY AND SUPPLIERS, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you hereby release and forever discharge LSVT and its respective officers, directors, shareholders, employees and agents, of and from all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, guarantees, claims and demands whatsoever that you had, now have or hereafter can, shall or may have of or by an reason of or in any way arising out of any cause, matter or thing whatsoever existing up to the present time and, in particular, without in any way limiting the generality of the foregoing, for and by reason of or in any way arising out of your use of the Site, or the Site's content or services or your violation of these Terms & Conditions. You agree to defend, indemnify, and hold harmless us and our affiliates, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site or any of the Site's content or services. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

International Use

We make no representation that content on this Site is appropriate or available for use in locations outside the United States. If you choose to access this Site from a location outside the US, you do so on your own initiative and you are responsible for compliance with local laws.

Claims of Copyright Infringement

If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, please contact us to report possible copyright infringement.

Choice of Law and Location for Resolving Disputes

You agree that the laws of the state of New York, USA, without regard to its conflict of laws rules, and US federal law govern these terms of use, its subject matter, your use of the Site, and any claim or dispute that you may have against us, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

You further agree that any disputes or claims that you may have against us will be resolved by a court located in the state of New York, USA in the County of New York, and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. BY AGREEING TO THESE TERMS OF USE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, THE STATE OR FEDERAL COURTS IN THE STATE OF NEW YORK OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

Severability and Integration

This contract and any supplemental terms, policies, rules and guidelines posted on this Site constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of the Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Termination

We reserve the right to terminate your use of this Site if you violate the Terms of Use or any rules or guidelines posted on the Site or for any other reason in our discretion.

Assignment/Transfer

You may not assign your registration subscription or purchases to any third person.

Changes to the Terms of Use

We may change the Terms of Use at any time. You can review the most current version of the Terms of Use by clicking on the Site's "Privacy Policy and Terms of Use" link. If you continue to use this Site after we make changes to the Terms of Use, you are signifying your acceptance of the new terms. You are responsible for checking these terms periodically for any changes. The date of the last revision appears below.

Waiver

If any provision (or portion thereof) of these Terms of Use conflicts with applicable law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, then (a) such provision (or portion thereof as applicable) will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of these Terms of Use will remain in full force and effect.

Revision Date: 12/01/10

Purchase Terms & Conditions

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.

NOTE: These U.S. Terms and Conditions of Sale apply to direct purchases made from LSVT Global by phone, the Internet, or fax.

These terms and conditions ("Agreement") apply to your purchase of products and/or services and support ("Product") sold in the United States by LSVT Global, including its affiliates or subsidiaries. By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify LSVT Global and return your purchase pursuant to LSVT Global's Return Policy. THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH LSVT Global, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER LSVT Global TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

- 1. Other Documents.** This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and LSVT Global. If you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained by contacting customer support at 888-438-5788 Payment Terms; Orders; Quotes; Interest. Terms of payment are within LSVT Global's sole discretion, and unless otherwise agreed to by LSVT Global, payment must be received by LSVT Global prior to LSVT Global's acceptance of an order. Payment for products will be made by credit card, wire transfer, check, money order, Purchase Order or some other prearranged payment method agreed to by LSVT Global. Invoices are due within 30 days of the date of invoice. LSVT Global may invoice parts of an order separately. Your order is subject to cancellation by LSVT Global, at LSVT Global's sole discretion. LSVT Global is not responsible for pricing, typographical, or other errors in any offer by LSVT Global and reserves the right to cancel any orders resulting from such errors.
- 2. Shipping Charges; Taxes; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from LSVT Global to Customer on shipment from LSVT Global facility. Loss or damage that occurs during shipping by a carrier selected by LSVT Global is LSVT Global's responsibility. You must notify LSVT Global within 30 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, incorrect or damaged. Unless you provide LSVT Global with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping dates are estimates only.
- 3. Software.** All software is provided subject to a license agreement and you agree that you will be bound by such license agreement in addition to these terms.
- 4. Return Policies; Exchanges.** LSVT Global's return policy can be found here and you agree to those terms. Prior to returning item, you must contact us directly to obtain a Return Material Authorization Number to be included with your return. You must return Product to us in its original or equivalent packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees may apply. If you fail to follow the return or exchange instructions and policies provided by LSVT Global, LSVT Global is not responsible for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At LSVT Global's discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing.
- 5. Changed or Discontinued Product.** LSVT Global's policy is one of ongoing update and revision. LSVT Global may revise and discontinue Product at any time without notice to you and this may affect information saved in your online "cart." LSVT Global will ship Product that has the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.

6. **Service and Support.** Service offerings may vary. In addition to these terms and conditions, LSVT Global and/or your third-party service provider may provide service and support for select products. LSVT Global has no obligation to provide service or support until LSVT Global has received full payment for the Product or service/support contract you purchased. LSVT Global is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not LSVT Global. **It is your responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). LSVT Global and/or your third-party service provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by LSVT Global or your-third-party service provider.** LSVT Global and/or your third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to LSVT Global and/or your third-party service provider providing service or support, you represent that your system(s) does not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files on your system and do not have any data that would cause LSVT Global or your third-party service provider to be liable for copyright infringement if such data was copied by LSVT Global and/or your third-party service provider. Parts used in repairing or servicing Product(s) may be new, equivalent-to-new or reconditioned.
7. **Limitation of Liability.** LSVT Global DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LSVT Global WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, LSVT Global IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
8. **Not For Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying only for your own internal use only, and not for resale or export. LSVT Global has separate terms and conditions governing resale of Product by third parties and transactions outside the United States.
9. **Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND LSVT Global arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, LSVT Global's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW.
10. **Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND LSVT Global, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "LSVT Global") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), LSVT Global's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com> , or via telephone at 1-800-474-2371). In the event of any inconsistency or conflict between NAF Code of Procedure and this Agreement, this Agreement shall control. The arbitration will be limited solely to the dispute or controversy between customer and LSVT Global. NEITHER CUSTOMER NOR LSVT GLOBAL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' arbitration

agreement, and if found unenforceable, the entire arbitration provision shall not be enforced. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. [LSVT Global will not be responsible for paying any individual customer arbitration fees. If any customer prevails on any claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Otherwise, each party shall pay for its own costs and attorneys' fees, if any. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.