



Remote Wellness Services Policies and Procedures

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Welcome to ProBalance! Please carefully review this document and, if you agree, sign and date below. They set forth the terms of our relationship while you receive Remote Wellness Services from us.

We use Zoom (Zoom.us) and other platforms to provide Remote Wellness Services, including general exercise, self-mobilization techniques, cardio-based exercise, and Pilates (“Remote Wellness Services”). Many of our Remote Wellness Services utilize small props, such as resistance bands, balls, rings, Oovs, your own Pilates equipment, and household items.

Wellness is not Physical Therapy

Although our principal is a licensed physical therapist, Remote Wellness Services are neither physical therapy nor any licensed service. This means that our work together does not create a provider-patient relationship between you and us. Remote Wellness Services, including related techniques, poses, postures, routines, and exercises, may not be appropriate for everyone. If you have concerns about a medical condition, please schedule an appointment with us or with another medical provider. Remote Wellness Services are not a substitute for medical advice.

Payment and Cancellation Policy

We require payment at the time of your appointment. Remote Wellness Services are seldom paid by insurance. Thus, we do not guarantee that your insurance will cover any portion of our services or provide you with any reimbursement. Please remember that you are solely responsible for cancellation fees.

Just like with an in-person appointment, we have reserved a time for you. If you need to cancel or reschedule your Remote Wellness Services session, please contact us during business hours and at least 24 hours prior to your scheduled appointment to avoid a late cancellation fee of 50-100% of the cost of the session (reminder that we will never charge for unexpected illness, so long as we are notified as soon as possible before the scheduled appointment time). For Monday appointments, you must cancel by 12:00 p.m. on the previous Saturday so we can offer that time to another client. If you cancel without providing the proper notice, or if you fail to log in for a scheduled appointment, you must pay any cancellation charges prior to resuming services.

Communications Policy

By providing us with your contact information, or by initiating communication with us by email or text message, you authorize us to call, leave voicemails, and send text messages using that information. We will use this information for non-marketing purposes, including appointment reminders, billing and invoicing updates, and addressing questions. You further understand and agree that communicating with us by unencrypted emails and text messages may not be secure.

No Warranty

Although we aim to provide useful and correct guidance, we make no warranty as to the effectiveness of our Remote Wellness Services for you. Further, we believe the information on our websites, brochures, flyers, and information packets are accurate. However, we cannot guarantee such accuracy as we are not the originators of the underlying data used in the interpretation. Accordingly, we disclaim all liability to any party for any direct, indirect, implied, punitive, special, incidental, or other consequential damages arising directly or indirectly from our Remote Wellness Services. Remote Wellness Services are provided as-is, without additional warranty.

Indemnification and Assumption of Risk

As a condition for receiving Remote Wellness Services, you agree to indemnify us against all claims, liabilities, losses, damages, suits, costs, and expenses (including reasonable attorney's fees) to the greatest extent permitted by law and as they relate to your failure to follow our instructions, communicate to us about any problems you encounter during our services, or update us about changes to your health, and you agree to assume all risk of property damage, injury, or death associated with such failures.

Summary of Remote Services

Privacy and Security of Remote Technology

Remote technology platforms incorporate network and software security protocols to protect your confidentiality. Consistent with privacy laws, our technology includes safeguards intended to secure and ensure the integrity of client information. We utilize technology that: (i) complies with the relevant safety laws, rules, regulations, and codes for technology and technical safety for devices that interact with clients; and (ii) offers sufficient quality, size, resolution, and clarity such that we believe we can safely and effectively provide Remote Wellness Services. Although you are not receiving medical care from us, we work to comply with applicable state and federal laws, which may still require us to protect the confidentiality and privacy of certain medical and personal information. We have implemented policies to ensure our compliance with these requirements.

Benefits, Risks, and Alternatives

We strive to explain the benefits, risks, and alternatives to you about Remote Wellness Services.

Benefits. Technology platforms can facilitate high-quality Remote Wellness Services in a convenient and effective manner.

Risks. The risks may include, but are not limited to, the following: (i) information transmitted may not be sufficient (for example, poor resolution of images); (ii) technical deficiencies or failures; and (iii) your information could be interrupted, accessed, or intercepted by an unauthorized person.

Alternatives. You can always choose not to receive Remote Wellness Services.

Agreement and Informed Consent

Your signature below confirms your understanding of and agreement to the below statements:

- **Agreement to Terms:** You have read and understand this entire document and agree to be bound by each and every part, have truthfully and to the best of your knowledge provided the information requested, and agree to update us of any changes to your health.
- **Credit Card Authorization:** If you have provided us a credit card through the remote platform or otherwise, you hereby authorize such credit card to be charged for Remote Wellness Services, consistent with the fee schedule then in effect, other purchases or services, cancellation, and returned check charges, and to be saved to our files.
- **Remote Technology:** To receive our Remote Wellness Services, you may be required to agree to the remote technology systems' terms and conditions of use and informed consent for the use of those technologies.
- **Informed Consent:** Before you can receive Remote Wellness Services, you must acknowledge and agree that:
 - (i) I understand that Remote Wellness Services are not medical services, and not intended to diagnose, cure, or treat any illness;
 - (ii) Remote Wellness Services are generally not covered by insurance; I am responsible for payment at the time of service.
 - (iii) I assume all risk of Remote Wellness Services; and
 - (iv) I shall indemnify us for any loss, damage, or injury incurred during the course of receiving Remote Wellness Services, to the extent permitted under the law.

You, the undersigned client, acknowledge and agree that we will render the services described to you. You hereby consent to receive Remote Wellness Services.

As provided above, we have explained the services that you, the undersigned, will receive, as well as the material risks, benefits, and alternatives. You, the undersigned, agree and acknowledge that:

- The Remote Wellness Services may not have the results that you expect or desire; and
- You have not been given any guarantees about the outcome of the Remote Wellness Services.

You have been offered ample time and opportunity to discuss your concerns, and all of your questions have been answered to your satisfaction. This document may be electronically signed. Electronic signatures are the same as handwritten signatures for the purposes of validity.

Client printed name: _____

Client signature: _____ Date signed: _____