

Terms of use

Terms of use

This site does not provide medical advice

The contents of the Sanctuary for the Physical Arts website, such as text, graphics, images, information obtained from Sanctuary for the Physical Arts licensors, and other material contained on the Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts, 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 Sanctuary for the Physical Arts Site.

If you think you may have a medical emergency, call your doctor or 911 immediately. Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts, Sanctuary for the Physical Arts employees, others appearing on the Site at the invitation of Sanctuary for the Physical Arts, 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

Sanctuary for the Physical Arts authorizes you to view or download a single copy of the material on the Sanctuary for the Physical Arts Site solely for your personal, noncommercial use if you include the following copyright notice: "Copyright © Sanctuary for the Physical Arts. 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 Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts. All rights not expressly granted herein are reserved to Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts and its licensors

The use of the Sanctuary for the Physical Arts Site and the Content is at your own risk. When using the Sanctuary for the Physical Arts Site, information will be transmitted over a medium that may be beyond the control and jurisdiction of Sanctuary for the Physical Arts and its suppliers.

Accordingly, Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts Site.

The Sanctuary for the Physical Arts Site and the content are provided on an "as is" basis.

Sanctuary for the Physical Arts, 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, Sanctuary for the Physical Arts, 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 Sanctuary for the Physical Arts Site or Sanctuary for the Physical Arts.
- 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 Sanctuary for the Physical Arts Site.

In no event shall Sanctuary for the Physical Arts, its licensors, its suppliers, or any third parties mentioned on the Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not Sanctuary for the Physical Arts, its licensors, its suppliers, or any third parties mentioned on the Sanctuary for the Physical Arts Site are advised of the possibility of such damages. Sanctuary for the Physical Arts, its licensors, its suppliers, or any third parties mentioned on the Sanctuary for the Physical Arts Site are not liable for any personal injury, including death, caused by your use or misuse of the Site, or Content.

Passwords

Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts account and password; (3) promptly inform Sanctuary for the Physical Arts of any need to deactivate a password. You grant Sanctuary for the Physical Arts 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. Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts tools and services.

Advertisements, and links to other sites

Sanctuary for the Physical Arts may provide links to third-party web sites. Sanctuary for the Physical Arts may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. Sanctuary for the Physical Arts does not recommend and does not endorse the content on any third-party

websites. Sanctuary for the Physical Arts is not responsible for the content of linked third-party sites, sites framed within the Sanctuary for the Physical Arts 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. Sanctuary for the Physical Arts does not endorse any product, service, or treatment advertised on the Sanctuary for the Physical Arts Site.

Indemnity

You agree to defend, indemnify, and hold Sanctuary for the Physical Arts, 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

Sanctuary for the Physical Arts is based in Port Townsend, Washington. Sanctuary for the Physical Arts makes no claims that Sanctuary for the Physical Arts, 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 Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts, or in any way relating to your use of the Sanctuary for the Physical Arts Site, resides in the courts of Washington, United States and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Washington, United States in connection with any such dispute including any claim involving Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts 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.

Sanctuary for the Physical Arts 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 Sanctuary for the Physical Arts Site, these Terms and Conditions and the Sanctuary for the Physical Arts Privacy Policy constitute the entire agreement between you and Sanctuary for the Physical Arts with respect to the use of the Sanctuary for the Physical Arts Site, and Content.