

The Florida Dysphagia Institute. (“FDI”)

1. The Terms

1.1 Acceptance of Terms

The Florida Dysphagia Institute. (“FDI”) is the owner and operator of the FDI2 Website located at www.FDI2.com (the “FDI2” Website”), among other websites owned and operated by FDI LLC. This Terms of Use (the “Agreement”) governs access to and use of the FDI2 Website. Access to and use of the FDI2 Website is subject to Your acceptance of this Agreement. You agree to abide by all terms and conditions of this Agreement by Your accessing the FDI2 Website and/or by Your continued use of the FDI2 Website.

Please read the following, carefully bearing in mind that this Agreement must be read in conjunction with FDI’s Privacy Policy.

1.2 Right to Modify Terms

FDI reserves the right to modify the terms of this Agreement at any time at its sole discretion and may post a notice of such changes. If and when the Agreement is modified, You will be subject to the terms of the modified Agreement, and by accessing the FDI2 Website, You agree to the terms of modified Agreement, without further notice.

1.3 Term Definitions

1. “FDI2 Website” means the FDI Website accessible through the URL www.FDI2.com, among other websites owned and operated by FDI LLC.
2. “FDI” means The Florida Dysphagia Institute, LLC (or FDI, LLC).
3. “Affiliated” websites means deglut-ed.thinkific.com and eventzilla.net/user/MDTP
4. “Parties” means FDI and You, collectively.
- 5.. “Party” means either FDI or You.
6. “User Profile” means a profile posted by You on the FDI Website or its affiliated websites.
7. “You,” “Your,” and/or “User” means any individuals and/or entities visiting and/or otherwise accessing the FDI2 Website for any reason; said terms may be used interchangeably.
8. “Content” means all information, data, text, software, music, sound, photographs, graphics, videos, messages, tags, or other materials posted and/or otherwise displayed on, to, or at the FDI2 or related affiliated Websites.
9. “Personal Information” means, without limitation, any information that identifies or describes an individual, including his or her name, professional licensing information, physical description, age, gender, home address, home telephone number, or education. Personal Information also includes statements made by, or attributed to, a User.
10. “Licensor” or “Licensors” means the individuals who have licensed their online lecture content exclusively to FDI, LLC.

2. Website

2.1 Content Ownership

FDI is the owner of all FDI2 and MDTP content posted on or otherwise accessible at or via the FDI2 Website and/or affiliated sites including logos, all designs, text, graphics, pictures, and information. Unless otherwise agreed in writing, You will have a limited one (1) month license (for MDTP course related Content) or (1) year license for other FDI2 course Content (without the right to sublicense) to

view the content for your educational, non-commercial use only. Any copying, reproduction, retransmission, or republication of all, or part, of any content found on the FDI2 Website or its affiliated sites is expressly prohibited, unless the FDI, LLC has expressly granted its prior written consent to so reproduce, retransmit, or republish the Content. FDI, LLC reserves all applicable rights in regard to the Content.

The FDI, LLC may publish or transmit via the FDI2 Website any Content that is owned by third parties' LLC's Licensors are the owners of their respective Intellectual Property found on the FDI2 Website or its affiliated sites. Any reproduction, retransmission, or republication of all or part of any Content found on the FDI's Websites is expressly prohibited, unless the owner of the Content has expressly granted its prior written consent to reproduce, retransmit, or republish the material.

2.2 Trademarks

Portions of the FDI2 Website may be customized to include use of Your logo and other trademarks for custom branding. If You choose to use such customization, You agree to grant to FDI LLC a nonexclusive, non-transferable, revocable right to use and distribute Your logos and such additional or replacement buttons, logos, characters, or designs (the "Trademarks") as FDI LLC may request. You further agree to provide the Trademarks in a format required by FDI for any online or print promotions. FDI agrees to use the Trademarks solely in conjunction with the permitted forms of use under this Agreement. Use of the Trademarks does not give FDI any right, title, or interest in the Trademarks, other than the license rights granted herein. The FDI may not assign, transfer, or sublicense any Trademark right granted herein without Your prior written consent.

2.3 Copyright Complaints

If You believe that any Content on the FDI2 Website or its affiliated site infringes upon any copyright which You own or control, You or Your designee, acting as a "Complaining Party," may send a notification of such claimed infringement to FDI LLC to Floridadysphagiainst2@gmail.com. Please include a description of the work that is allegedly being infringed, and where on the FDI2 Website the work may be found.

2.4 Content Availability

2.4.1 Individual Course After purchasing a Course via the FDI, (or its affiliated sites) , You will have access to the live Course documents for one (1) month. After one (1) month (live courses), Your access to the Course will end. To regain access to the Course, You will have to repurchase the Course.

2.4.2 Subscription After purchasing an online course subscription, You will have access to the Content for one (1) year. After one (1) year, Your access to the course Content will end. You will have to renew Your subscription to continue Your access to the Content.

2.5 Termination

The FDI, LLC reserves the right to terminate, block, or restrict Your access to or use of the FDI2 Website (or its affiliated sites) for any breach or violation of any term(s) of this Agreement, solely at the discretion of the FDI.

2.6 Equipment

You are responsible for obtaining and maintaining all computer hardware and software needed to access and use the FDI2 Website.

2.7 Internet Speed

We recommend Cable, Broadband Internet, or a company LAN on a T1 or higher to take full advantage of the high-quality video and multimedia that the FDI2 and Deglut-Ed online Courses offered.

2.8 Software Requirements

In order to provide an engaging and interactive experience, our Deglut-Ed Courses use Flash technology. To watch our Courses, we require our Users to have Flash. Please visit www.adobe.com/products/flashplayer/ to download the newest version of Flash.

3. User Accounts

3.1 User Responsibility

The FDI2 Website (and its affiliated sites) includes the option of allowing a User to create a “User Profile.” Users are wholly responsible for User Content posted, displayed, transmitted, or otherwise made available on or via User Profiles. You are also wholly responsible for ensuring that Your use of the FDI2 Website is compliant with the laws and regulations of any applicable jurisdiction.

3.2 Accounts and Passwords

In consideration of Your use of the FDI2 Website, You acknowledge that You are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You agree to provide accurate, current, and complete information concerning You when providing information to, signing up with, registering for use of, or otherwise providing information to the FDI2 and affiliated Websites and maintain and promptly update the Registration Data to keep it true, current, and complete. If You provide any information that is untrue, inaccurate, not current, or incomplete, or if FDI has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, FDI has the right to suspend or terminate Your access to the FDI2 and affiliated Websites and to refuse any and all current or future use of the FDI2 Websites, or any portion thereof.

You must have Your own password to access the FDI affiliated Websites. You are not permitted to provide others access to FDI Courses using Your User Name and Password or another authorized User Name and Password. In the event that FDI discovers Password sharing, we reserve the right to terminate or block Your access to the FDI2 Website and its affiliated sites. You are responsible for all use and updating of Your password(s).

3.3 Linking to FDI2.com

1. The FDI invites Users to link to our site. Linking to FDI must not improperly connote an affiliation with or an endorsement by the FDI, LLC, or otherwise interfere with the operation of the FDI2 Website or its affiliated sites. Any links should open in a new browser window.
2. You must not place FDI Website or its pages or those from its affiliated sites in a “frame” within Your own website without explicit prior written permission from the FDI, LLC.
3. Although the FDI2 Website may include links providing direct access to other Internet sites, the FDI assumes no responsibility for the Content or information contained on such other sites and does not exert any editorial or other control over those other sites. The FDI provides no warranties and explicitly disclaims any liability for any Content or other information provided on other sites.

4. Disclaimers

4.1 Generally

Except as expressly set forth herein, the content of the FDI2 Website (including all FDI intellectual property, text, materials, software, functions, services, and information made available herein or accessed by means hereof) are provided as is, without warranties of any kind, either express or implied, including without limitation warranties of suitability for a particular purpose. The FDI does not warrant or guarantee uninterrupted access to the FDI2 Website, or any site linked to the FDI2 Website, and reserves the right to discontinue courses or to change the expiration date at any time. Under no circumstances will the FDI, LLC be liable in any way for any content, including without limitation any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the FDI2 Website, and FDI, LLC makes no guarantees that the content will be accurate, current, or error-free.

You assume full responsibility and risk of loss resulting from use of the FDI2 Website and any information on the FDI2 Website. The FDI2 LLC makes no guarantees about the suitability of any information and its services for any purpose whatsoever. The FDI may provide programs with swallow exercises or techniques related to Your condition. As there is a risk of injury with any activity, use caution when performing such exercises. IF YOU EXPERIENCE PAIN OR DISCOMFORT OR CONCERNS, IMMEDIATELY DISCONTINUE THE SWALLOWING THERAPY AND CONTACT YOUR CLINICIAN OR PHYSICIAN. BY VOLUNTARILY UNDERTAKING ANY ACTIVITY IN A PROGRAM PROVIDED BY THE FDI, YOU AGREE THAT YOU ASSUME THE RISK OF ANY RESULTING INJURY. The FDI will not be liable for any direct, indirect, consequential, special, exemplary, or other damages or losses that may result.

4.2 Continuing Education Courses

The information and content provided in the courses are for informational purposes only. The FDI, LLC makes no warranties regarding, and bears no liability for, Your use of the information and content. Neither the FDI, LLC nor the instructor assumes any responsibility for any loss or injury and/or damage to persons or property arising out of the use of the material contained in or related to the online courses. IT IS THE RESPONSIBILITY OF THE TREATING PRACTITIONER, RELYING ON INDEPENDENT EXPERTISE AND KNOWLEDGE OF THE PATIENT, TO DETERMINE THE BEST TREATMENT AND METHOD OF APPLICATION FOR THE PATIENT.

4.3 Online Application Usage (tool box APP's).

The information and content provided in the courses are for informational purposes only. The FDI makes no warranties regarding, and bears no liability for, Your use of the information and content. Neither the FDI, LLC nor the instructor assumes any responsibility for any loss or injury and/or damage to persons or property arising out of the use of the material contained in or related to the online applications. IT IS THE RESPONSIBILITY OF THE TREATING PRACTITIONER, RELYING ON INDEPENDENT EXPERTISE AND KNOWLEDGE OF THE PATIENT, TO DETERMINE THE BEST TREATMENT AND METHOD OF APPLICATION FOR THE PATIENT.

4.4 Accreditation

The FDI, LLC provides accreditation requirements via a third party and state-approval information regarding its courses on a state-by-state basis. These requirements change regularly, and as such, the FDI shall not be held liable for any damages arising, directly or indirectly, from the use of such

information, including damages arising from inaccuracies, omissions, or errors. No warranty shall exist on the validity of the course certificates provided to users upon completion of a course from the third-party provider. The FDI, LLC disclaims all liability resulting from a state's denial of a course's accreditation.

5. Limitation of Liability

In no event shall the FDI, its members, officers, affiliates, agents, licensors, employees, or internet service provider(s) (collectively, "representatives") be liable to You or to any third party for any direct, indirect, incidental, special, or consequential damages whatsoever, including without limitation lost revenue, lost or damaged data, or other commercial or economic loss, whether based in contract, tort (including negligence), or any other theory of liability. The foregoing limitation shall apply even if FDI or its representatives have been advised or should have known of the possibility of such damage. The FDI's total liability in any event is limited to the amount, if any, actually paid for use of the FDI2 Website or its affiliated sites, and You hereby release the FDI and its representatives from any and all obligations, liabilities, and claims in excess of this limitation.

6. Billing

6.1 Payment Method

You may purchase a subscription for online content or Apps and/or individual live Course tickets. Upon registration for a service or event, you expressly agree that the FDI is authorized to charge You a membership fee at the rate and commitment period specified, as well as any other charges You may incur in connection with Your use of the Service to the Payment Method You provided during registration. Not all Courses or apps are available to subscribers. Should You choose to buy an individual Course or App, you expressly agree that the FDI, LLC is authorized to charge You for each specific Course You purchase. You are not required to pay a membership fee to purchase an individual Course. A valid credit card is required to subscribe to the Service or to purchase an individual Course or App. The FDI, LLC bills You through a secure online third-party payment service (Stripe) for use of the Service. Your complete billing information is not stored on the FDI's servers. For Your protection, our secure payment gateway partner, Stripe, stores Your billing information.

6.2 Payment Amounts

6.2.1 Individual Course Fees or APP fees: Each Course or APP is priced individually. Please refer to Course descriptions for Course fees.

6.2.2 Subscription Fees Please refer to the Subscriptions page for subscription pricing. Your subscription will continue until You cancel it. The FDI automatically bills Your Payment Method each year on the calendar day corresponding to the commencement of Your subscription. However, if You change Your Payment Method, this could result in changing the calendar day upon which You are billed.

6.3 Fee Changes

The FDI, LLC may change the fees and charges in effect, or add new fees and charges from time to time, but FDI will give You advance notice of these changes by email. If You would like to use a different Payment Method, or if there is a change in a Payment Method, such as Your credit card validity or expiration date, you may edit Your Payment Method information by contacting us at floridadysphagiainst2@gmail.com

6.4 Tax Responsibility

All Fees are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes, goods and services taxes, excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon, excluding taxes based on the FDI's net income (collectively, "Taxes"). You shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of FDI services. You hereby confirm that the FDI can rely on the name and address set forth in your registration information as being the correct information for tax purposes. Obligations under this Section 6.4 (Tax Responsibility) shall survive the termination or expiration of these Terms.

7. Course Credit Policy

7.1 Individual Course Sales

The FDI, LLC is committed to providing the highest quality online education for our Users. In the event that FDI experiences circumstances which render the online coursework unavailable to You for a significant period of time, You may choose one (1) of the following:

1. Extending the amount of time the Course is available to You for the amount of time the Course was unavailable.
2. Receiving a replacement Course of equal value to the unavailable Course at no extra cost to You.

7.2 Subscription Sales

Membership Services are fully earned upon payment of the membership fee. Payments are nonrefundable and there are no refunds for partially used periods.

8. Cancellation

You may cancel Your subscription at any time. IN ORDER TO AVOID BEING CHARGED FOR THE NEXT YEAR, YOUR CANCELLATION REQUEST MUST BE RECEIVED BEFORE MIDNIGHT PACIFIC TIME TWO (2) DAYS BEFORE YOUR SCHEDULED ANNUAL RENEWAL PAYMENT DATE. If You terminate Your subscription, Your subscription will remain active until the end of Your then-current subscription period—namely, the subscription period through which You paid before Your termination. THERE WILL BE NO REFUND FOR ANY UNUSED PORTION OF YOUR SUBSCRIPTION.

9. Indemnification

You agree to indemnify and hold FDI2 LLC and its Representatives harmless from any and all losses (including without limitation attorneys' fees) resulting from any claims based on or relating to Your use, or the use of any individual using Your password, of the FDI2 and affiliated Websites. You further agree to indemnify and hold FDI2 LLC and its Representatives harmless from any and all losses resulting from claims of third parties, including without limitation attorneys' fees, that result in whole or in part from violations by You, or any individual using Your password, of any of the terms of this Agreement.

10. Disputes

This Agreement shall be governed by the laws of the State of Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, both Parties agree to Arbitration with a single arbitrator qualified by the American Arbitration Association. The Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, arbitration costs, and all other expenses, whether or not taxable by the arbitrator as costs, in addition to any other relief to which the prevailing Party may be entitled.

11. Miscellaneous

11.1 Assignability This agreement is personal to You, and You may not assign this Agreement or the rights and obligations thereunder to any third party or person.

11.2 Agreement Binding on Successors. The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their permitted heirs, administrators, successors, and assigns.

11.3 Waiver. No waiver by either Party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

11.4 Severability. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision, and such invalid term, clause, or provision shall be deemed to be severed from the Agreement.

11.5 Survivability. The ownership and intellectual property rights and license provisions set forth in this Agreement, and any other provisions that by their sense and context the Parties intend to have survive, shall survive the termination of this Agreement and any obligations hereunder for any reason.