



## **Low Back Ability Program Agreement & Consent** **Effective Date: November 20, 2025**

This Agreement is made between **Low Back Ability LLC** (“LBA,” “we,” or “us”) and the participant named at the end of this document (“you”). By accessing the Low Back Ability program, website, educational materials, or community resources, you acknowledge and accept the terms below.

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### **1. Program Purpose**

Low Back Ability provides **educational materials**, including:

- Video lessons
- Form coaching guidance
- General back-health education
- A supportive online community
- Non-medical information to help you understand movement and build capacity safely

LBA **does not** provide medical diagnosis, physical therapy, or healthcare treatment. All content is for **general information and education** only.

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### **2. Membership, Payments & Cancellations**



- Membership operates on a **Pay-What-You-Want subscription model** through Memberful and Stripe.
- Your subscription renews automatically unless you cancel through your Account Dashboard.
- You may cancel at any time. Cancellation stops future billing immediately.

### **Refunds**

- Refunds are **not typically provided**, as membership grants instant access to all digital materials and community resources.
  - Requests may be emailed to **support@lowbackability.com**.
  - LBA may grant refunds **at its sole discretion**, on a case-by-case basis, in circumstances deemed appropriate.
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## **3. No Medical Advice**

By participating, you acknowledge that:

- LBA does **not** provide medical advice, diagnosis, or treatment.
- LBA is **not** a substitute for care from a physician, physical therapist, or licensed provider.
- You are responsible for consulting a healthcare professional regarding your



personal medical needs.

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## 4. Personal Responsibility & Assumption of Risk

You understand that:

- Movement and exercise involve inherent risks.
  - You voluntarily assume all responsibility for your decisions, actions, and participation.
  - LBA is not responsible for injuries, flare-ups, or adverse reactions unless caused by **gross negligence**.
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## 5. Community Participation (Discord)

LBA provides access to a community space hosted on Discord. By participating you agree that:

- Community discussions may involve personal stories, pain levels, and experiences voluntarily shared by members.
- LBA coaches may offer general educational guidance, but **not individualized medical care**.
- You are responsible for your interactions with other members.



- LBA may remove any user who violates community guidelines or harms the safety of the space.
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## 6. Privacy & Data Handling

Your personal information is handled according to the **Low Back Ability Privacy Policy**.

Key points:

- We collect only the information necessary to operate our membership system, community tools, and site performance.
- Memberful (memberships), Stripe (payments), Shopify (store), Discord (community), Jetpack and Site Kit (analytics/performance) process data as part of service delivery.
- **We do not sell personal data.**
- Content you choose to share in community spaces may be visible to others.
- Jetpack forms may log basic submission data such as IP/country for security and spam protection.

Please refer to the full Privacy Policy for details.

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## 7. Age Requirements



- LBA is **intended for all ages**, but **you must be 18 or older** to create an account or make purchases.
  - Parents/legal guardians accept full responsibility for any minor who accesses LBA content.
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## 8. Intellectual Property

All LBA educational materials—including videos, written lessons, course modules, graphics, and community content—are proprietary and may not be copied, distributed, or reproduced without written permission.

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## 9. Termination of Access

LBA may suspend or terminate access if:

- You violate the Terms of Service
- You misuse community spaces
- Your payments fail and remain unresolved
- You engage in harmful or illegal behavior on the platform

You may cancel your subscription at any time through your Account Dashboard.



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## 10. Dispute Resolution

Any disputes arising from this Agreement are governed by **New York law**.

- Parties agree to resolve disputes through **binding arbitration** unless prohibited by law.
- Remedies are limited to the extent permitted by the Terms of Service.

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## 11. Acceptance of Terms

**By typing your name and clicking the checkbox, you agree to the terms of this Agreement. You confirm that you:**

1. Have reviewed this Agreement and understand its contents.
2. Acknowledge that the program is educational and not medical care.
3. Accept full responsibility for your participation and any actions you take based on program materials.
4. Consent to the processing of your information as described in the Privacy Policy.
5. Understand that refunds are not typically provided and are granted only at LBA's discretion.