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Marula Rehab Telehealth Privacy Policy

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Welcome to the website of Marula Rehab Telehealth (referred to as “we,” “us,” or “our”). We are committed to protecting your privacy and ensuring that your personal information is handled in a safe and responsible manner. This Privacy Policy outlines how we collect, use, and protect your personal information when you visit our website <https://marularehab.com> or one of our other connected websites at: marulallc.com or utahoutpatient.com

Information We Collect

We collect information to provide better services to our users. The information we collect can be categorized as follows:

****Personal Information:****

Information that identifies you or can be used to identify or contact you, such as your name, email address, phone number, postal address, and other similar information. We will not share or sell the information you provide us with third parties for their marketing purposes.

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****Non-Personal Information:****

Information that does not directly identify you, such as browser type, operating system, and website usage data.

How We Collect Information: We collect information in the following ways:

****Information You Provide to Us:****

When you fill out forms on our website, such as contact forms, you provide us with personal information. This may include your name, email address, phone number, mobile phone number and any other information you choose to provide. We ****Information We Automatically Collect:****

When you visit our website, we may automatically collect certain information about your device and your use of our website. This information may include:

****Device Information:****

Information about the device you use to access our website, such as your IP address, browser type, operating system, and device identifiers.

****Log Information:****

Information about your interactions with our website, such as the pages you visit, the time and date of your visit, the time spent on those pages, and other similar information.

****Location Information:****

Information about your location, which may be determined through your IP address or other location-based technologies.



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****Cookies and Similar Technologies:****

We use cookies, web beacons, and other similar technologies to collect information about your interactions with our website. Cookies are small data files that are stored on your device and help us improve your experience on our website. You can control the use of cookies through your browser settings.

How We Use Information: We use the information we collect for the following purposes:

- To provide, maintain, and improve our services.
- To communicate with you, including responding to your inquiries and sending you updates about services.
- To monitor and analyze usage and trends to improve your experience on our website.
- To protect our rights and the rights of our users.

SMS/Text Messaging

By providing your mobile phone number and opting in, you agree to receive SMS or text messages from us. These messages may include updates or other information related to our services. Standard messaging rates and data charges from your carrier may apply. You can opt out of receiving text messages at any time by following the instructions provided in the message or by contacting us directly. We will not share or sell your mobile phone number with third parties for their marketing purposes.



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Information Sharing and Disclosure

We will not share, sell, or rent your personal information, including your mobile phone number, with third parties for their marketing purposes. We may share your personal information with trusted third-party service providers who assist us in operating our website or conducting our business, but only to the extent necessary to perform these tasks and under obligations to keep your information confidential.

We may disclose your personal information if required to do so by law or in the good faith belief that such action is necessary to comply with legal obligations, protect and defend our rights or property, or protect the personal safety of users of our website or the public.

Data Security

We take reasonable measures to protect the information we collect from loss, theft, misuse, and unauthorized access, disclosure, alteration, and destruction. However, no method of transmission over the Internet or electronic storage is 100% secure. Please review our Release of Liability Terms and Conditions related to risks of transmission over the Internet or electronic storage.

Your Choices

You have the following choices regarding your personal information:

****Access and Update:****

You may access and update your personal information by contacting us directly.



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****Opt-out:****

You may opt out of receiving informational communications from us by following the unsubscribe instructions provided in those communications or by contacting us directly.

Changes to this Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on our website. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

admin@mrularehab.com

(801) 427-1062

Or written Postal Mail at:

Marula Rehab Telehealth

2728 N. Canyon Road

Pleasant Grove Utah 84062

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Electronic Data Transmission and Storage Release of Liability Terms and Conditions

This Release of Liability Agreement (the “Agreement”) is entered into by and between:

- The Undersigned Patient -and- Marula Rehab Telehealth

Effective Date: The effective date of Patient Signature affixed on this Document adjacent to Patient Signature.

1. Purpose and Scope

The purpose of this Agreement is to:

- Acknowledge the inherent risks involved in transmitting and storing personal data over the Internet and other electronic storage mechanisms.
- Establish that the Undersigned Patient voluntarily accepts these risks.
- Release Marula Rehab Telehealth from any liability related to loss, unauthorized access, or breaches of personal data during such transmissions or storage.

2. Definitions

This release covers, but is not limited to, risks arising from:

- Unauthorized interception or access;
- Transmission errors (e.g., delays, loss, or corruption of data);
- Security breaches, including hacking, malware, or virus attacks;



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- The Undersigned Patient **irrevocably and unconditionally releases, waives, and discharges** Marula Rehab Telehealth—including its affiliates, officers, directors, employees, agents, and assigns—from any and all liability, claims, demands, or causes of action (whether known or unknown) arising from or relating to:
 - Any incidental or consequential damages resulting from the electronic transmission or storage of personal data.

3. Personal Data:

Any information, including sensitive personal information, transmitted or stored in electronic form that uniquely identifies or relates to an individual.

- **Electronic Transmission:** The process of sending personal data over the Internet or similar electronic networks.
- **Electronic Storage:** The digital retention of personal data on any electronic media, server, cloud service, or other digital storage solution.

4. Assumption of Risk

The Signed and Acknowledged Patient herein; of Marula Rehab Telehealth hereby understands, acknowledges, and agrees that:

- The transmission and storage of personal data electronically always involve certain inherent risks. Despite reasonable safeguards, there is no guarantee of complete security, confidentiality, or integrity of the data.



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- Marula Rehab Telehealth has taken measures to implement and maintain security protocols; however, risks such as unauthorized access, system failures, interception, and cyber attacks remain possible.
- By participating in any electronic communication or data storage activity, you understand, acknowledge, and agree to assume all such risks.

5. Release and Waiver of Liability

In consideration of Marula Rehab Telehealth providing access to its services, systems, or platforms that involve the electronic transmission or storage of personal data:

- Unauthorized access, interception, or other security breaches;
- Transmission errors, data corruption, delays, or loss of personal data;
- Any consequential, indirect, incidental, or punitive damages incurred as a result of electronic data transmission or storage, regardless of the legal theory or basis for such claims.

6. Indemnification

- The Undersigned Patient agrees to defend, indemnify, and hold harmless Marula Rehab Telehealth from:
- Any claims, liabilities, losses, damages, or expenses (including reasonable attorneys' fees and costs) arising out of or related to the Releasor's use of electronic transmission or storage services,
- Any breach of the terms outlined in this Agreement by the Releasor,
- Any third-party claims relating to the risks of electronic data transmission or storage



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7. Limitation of Liability

Notwithstanding any other provision of this Agreement, in no event shall tMarula Rehab Telehealth be liable for:

- Any indirect, special, incidental, consequential, or punitive damages, including but not limited to loss of profits or business interruption,
- Any damages or losses arising under or related to the transmission or storage of personal data, regardless of whether such liability arises in contract, tort, strict liability, or any other cause of action.

8. Governing Law and Jurisdiction

- This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- Any disputes arising from or relating to this Agreement shall be exclusively resolved in the appropriate state or federal courts located in Utah County State of Utah.

9. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. The invalid or unenforceable provision shall be reformed only to the extent necessary to make it valid and enforceable.

10. Entire Agreement and Amendments

- This document constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous communications, whether oral or written.



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- No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.

11. Electronic Acceptance

By engaging in electronic transmission or storage of personal data through the Marula Rehab Telehealth's services, the Undersigned Patient:

1. Acknowledges that they have fully read and understood the terms and conditions of this Agreement,
2. Voluntarily accepts all risks associated with the electronic transmission and storage of personal data,
3. Agrees that this electronic acceptance constitutes a legally binding signature.

12. Disclaimer

By using or accessing Marula Rehab Telehealth's electronic services, the Undersigned Patient agrees to be bound by the terms of this Release of Liability Agreement.

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