

MYOSTRATEGY MYOFUNCTIONAL THERAPY– PRIVACY POLICY

This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site. We use your Personal Information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

WHAT IS CONSIDERED PERSONAL INFORMATION?

Personal information refers to information such as your name, address, email address, geographic location, purchase history, gender, credit card information and browsing habits on our site.

WHAT INFORMATION DO WE COLLECT?

We collect information from you when you register on the site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as e-mail, or participate in another site feature.

When ordering or registering, we may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.

We also collect information about gift recipients so that we can fulfill the gift purchase.

Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our websites. Please refer to the do we use cookies section below for information about cookies and how we use them.

WE MAY PROCESS THE FOLLOWING CATEGORIES OF PERSONAL DATA ABOUT YOU:

- **Communication Data** that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defense of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.
- **Customer Data** that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address, email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.
- **User Data** that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back- ups of

our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.

- **Technical Data** that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyze your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.
- **Marketing Data** that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as sales offers, affiliate offers, free contests with give-aways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers

use our products/services, to develop them, to grow our business and to decide our marketing strategy.

- We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

SENSITIVE DATA

We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offenses.

MARKETING COMMUNICATIONS

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent.

However you can still opt out of receiving marketing emails from us at any time.

You can ask us or third parties to stop sending you marketing messages at any time simply by unsubscribing from emails via the unsubscribe button which can be found at the bottom of each email or by sending support@kiadukes.com an email with your request to stop receiving emails. If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

DISCLOSURE OF YOUR PERSONAL DATA:

We may have to share your personal data with the parties set out below:

- Service providers who provide IT and system administration services.
- Professional advisers including lawyers, bankers, auditors and insurers.
- Government bodies that require us to report processing activities.
- 3rd party technology platforms and advertisers that support the running and growth of Lori Kennedy Inc.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

HOW DO WE USE YOUR INFORMATION?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To allow us to better service you in responding to your customer service requests. To quickly process your transactions.

To administer a contest, promotion, survey or other site feature.

If you have opted-in to receive our email newsletter, free challenges, or a free ebook, we will send you educational and marketing emails.

If you would no longer like to receive promotional email from us, please refer to the “How can you opt-out, remove or modify information you have provided to us?” section below.

If you have not opted-in to receive email newsletters, you will not receive these emails.

Visitors who register or participate in other site features such as marketing programs and ‘members-only’ content will be given a choice whether they would like to be on our email list and receive e-mail communications from us.

DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

DATA RETENTION

We will only retain your personal data for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorized use

or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they stop being customers.

In some circumstances we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

COOKIES

As you browse The Wellness Business Hub, advertising cookies will be placed on your computer so that we can understand what you are interested in.

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive. To opt out of cookies, find and select the settings tab of your internet browser and click "block third party cookies and site data" or de-select the "accept cookies" box.

ORDERING PRODUCTS ON OUR SITE

We will request information from you on our order forms for purchase of products. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

HOW DO WE PROTECT VISITOR INFORMATION?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have

special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

DO WE DISCLOSE THE INFORMATION WE COLLECT TO OUTSIDE PARTIES?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. It does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

HOW CAN YOU OPT-OUT, REMOVE OR MODIFY INFORMATION YOU HAVE PROVIDED TO US?

To modify your email subscriptions, you can find an unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

THIRD PARTY LINKS

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

CHANGES TO OUR POLICY

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on May 12th, 2018.

ONLINE PRIVACY POLICY

This privacy policy refers only to information collected through our websites, and does not apply to information collected in person at events, coaching calls or social media.

YOUR CONSENT

In using our site, you agree to our privacy policy.

QUESTIONS AND FEEDBACK

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue via email at: support@kiadukes.com

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

TERMS AND CONDITIONS

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages within this Website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

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LIMITATION OF LIABILITY

By using this website, you agree to absolve me of any liability or loss that you or any other person may incur from use of the information, products or materials that you request or receive through or on my website. You agree that I will not be liable to you, or to any other individual, company or entity, for any type of damages, including direct, indirect, special, incidental, equitable or consequential loss or damages, for use of or reliance on my website. You agree that I do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease or condition or issue, or any other type of loss or damage due to any act or default by me or anyone acting as our agent, consultant, affiliate, joint venture partner, employee, shareholder, director, staff, team member, or anyone otherwise affiliated with my business or me, who is engaged in delivering content on or through this website.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through this Website is for educational and informational purposes only and solely as a self-help tool for your own use.

NOT LEGAL OR FINANCIAL ADVICE

Myostrategy Myofunctional Therapy, and its associates, employees and consultants are not attorneys, accountants or financial advisors, nor are we holding ourselves out to be. The information contained in this Website is not intended to be a substitute for legal or financial advice that can be provided by your own attorney, accountant, and/or financial advisor. Although care has been taken in preparing the information provided to you, we cannot be held responsible for any errors or omissions, and I accept no liability whatsoever for any loss or damage you may incur. Always seek financial and/or legal counsel relating to your specific circumstances as needed for any and all questions

and concerns you now have, or may have in the future. You agree that the information on our Website is not legal or financial advice.

NOT MEDICAL, MENTAL HEALTH, OR RELIGIOUS ADVICE

I am not, nor am i holding myself out to be a doctor/physician, nurse , physicians assistant, advance practice nurse, or any other medical professional (Medical Provider), psychiatrist, psychologist, therapist, counselor, or social worker (Mental Health Provider), registered dietician or licensed nutritionist, or member of the clergy. Although i am a licensed dental hygienist in the state of Mississippi and TN, when in the role of a Orofacial Myologist (Orofacial Myofunctional Therapist) I am not providing health care, clinical dental hygiene care, medical, dental, speech, occupational, physical, massage or nutritional therapy services or attempting to diagnose, treat, prevent or cure any physical, mental or emotional issue, disease or condition. The information provided in or through my Website pertaining to your health or wellness, exercise, relationships, business/career choices,finances, or any other aspect of your life is not intended to be a substitute for the professional medical advice, diagnosis or treatment provided by your own Medical Provider or Mental Health Provider. You agree and acknowledge that I am not providing medical advice, mental health advice or religious advic e in any way. Always seek the advice of your own medical provider and/or mental health provider regarding any questions or concerns you have about your specific health or any medications, herbs or supplements you are currently taking and before implementing any recommendations or suggestions from our website. Do not disregard medical advice or delay seeking medical advice because of information you have read on this website. Do not start or stop taking any medications without speaking to your own medical provider or mental health provider. If you have or suspect that you have a medical or mental health problem, contact your own medical provider or mental health

provider promptly. The information contained on this website has not been evaluated by the Food and Drug Administration.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Website to your life, family or business.

CODE OF CONDUCT

You may not use Myostrategy Myofunctional Therapy for any illegal or unauthorized purpose. In addition to the laws of the United States you also agree to comply with all local laws that apply to your use of the Website. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. You agree that when using the Website, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. Myostrategy Myofunctional Therapy reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEES

Myostrategy Myofunctional Therapy is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Myostrategy cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

EARNINGS DISCLAIMER

Any earnings or income statements or examples shown through our website are only estimates of what might be possible now or in the future. There can be no guarantee as to any particular financial results based on the use of our website. You agree that I am not responsible for your earnings, the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information provided to you through our website. You are solely responsible for your results.

TESTIMONIALS

I present real world experiences, testimonials, and insights about other people's experiences with my website for purposes of illustration only. The testimonials, examples, and photos used are of actual clients and results they personally achieved, or they are comments from individuals who can speak to my character and/or the quality of my work. They are not intended to represent or guarantee that current or future clients will achieve the same or similar results: rather, these testimonials represent what is possible for illustrative purposes only.

ASSUMPTION OF RISK

As with all situations, there are sometimes unknown individual risks and circumstances that can arise during use of my website that cannot be foreseen that can influence or reduce results. You understand that any mention of any suggestion

or recommendation on or through my website is to be taken at your own risk, with no liability on my part, recognizing that there is a rare chance that illness, injury or even death could result, and you agree to assume all risks.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Service are billed on a subscription basis as outlined on the sales and check out pages of the product. You will be billed in advance on a recurring basis as per the subscription agreement..

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release, Kia Dukes, Myostrategy Myofunctional Therapy and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Website.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through this Website, the information may inadvertently contain

inaccuracies or typographical errors. You agree that Myostrategy is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, or of those of any other individual or company affiliated with our business or Kia Dukes in any way. Because scientific, technology and business practices are constantly evolving, you agree that Myostrategy Myofunctional Therapy is not responsible for the accuracy of our Website, or for any errors or omissions that may occur.

NO ENDORSEMENT

References or links in our Website to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement. Myostrategy Myofunctional Therapy. is merely sharing information for your own self-help. Myostrategy Myofunctional Therapy. is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Website. Conversely, should our Website link appear in any other individuals, businesses or entities Website, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. Myostrategy Myofunctional Therapy is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine

that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that Myostrategy is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

VARIATION

Myostrategy shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

COMPLAINTS

Myostrategy Myofunctional Therapy offers support to our clients and a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Myostrategy Myofunctional Therapy. Please let us know if you have any complaints or comments at support@kiadukes.com

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Myostrategy Myofunctional Therapy and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

By using our Website you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact support@kiadukes.com

INFORMED CONSENT

Risks and Limitations of Myofunctional Therapy

Successful myofunctional therapy treatment is a partnership between the therapist and the patient. Your orthodontist, myofunctional therapist, and all of the staff involved are dedicated to achieving the best possible result for each patient. As a general rule, informed and cooperative patients can achieve incredible and very successful results from their therapy. While recognizing the benefits of a healthy swallowing pattern, proper tone and functioning of the face and mouth muscles, and a correct resting posture for the lips and tongue, you should also be aware that as with any form of treatment there are limitations and risks. These are seldom serious enough to indicate that you should not undergo treatment, however, it is important for you to know and understand this information.

Myofunctional Therapy is a specialized treatment that includes the diagnosis, prevention, interception, and correction of myofunctional disorders, as well as habits associated with or causing these muscular concerns.

MEDICAL DISCLAIMER

I am not, nor am i holding myself out to be a doctor/physician, nurse , physicians assistant, advance practice nurse, or any other medical professional (Medical Provider), psychiatrist, psychologist, therapist, counselor, or social worker (Mental Health Provider), registered dietician or licensed nutritionist, or member of the clergy. Although i am a licensed dental hygienist in the state of Mississippi and TN, when in the role of a Orofacial Myologist (Orofacial Myofunctional Therapist) I am not providing health care, clinical dental hygiene care, medical, dental, speech, occupational, physical, massage or nutritional therapy services or attempting to diagnose, treat, prevent or cure any physical, mental or emotional issue, disease or condition.

The information provided in or through my Website pertaining to your health or wellness, exercise, relationships, business/career choices, finances, or any other aspect of your life is not intended to be a substitute for the professional medical advice, diagnosis or treatment provided by your own Medical Provider or Mental Health Provider. You agree and acknowledge that I am not providing medical advice, mental health advice or religious advice in any way. Always seek the advice of your own medical provider and/or mental health provider regarding any questions or concerns you have about your specific health or any medications, herbs or supplements you are currently taking and before implementing any recommendations or suggestions from our website. Do not disregard medical advice or delay seeking medical advice because of information you have read on this website. Do not start or stop taking any medications without speaking to your own medical provider or mental health provider. If you have or suspect that you have a medical or mental health problem, contact your own medical provider or mental health provider promptly. The information contained on this website has not been evaluated by the Food and Drug Administration.

Results of Treatment: Myofunctional therapy treatment usually proceeds as planned, and we intend to do everything we can to help you achieve the best results possible. However, because this type of treatment involves patient participation and at-home involvement, we cannot guarantee that you will be completely satisfied with the results if the assignments and exercises are not completed outside of your scheduled appointments. The success of your therapy depends on the level of cooperation and involvement that you are willing to make at home.

Length of Treatment: The length of the program is six months. But because often the length of treatment depends on the number of myofunctional issues, including the severity of the problem, the patient's growth and maturity level, and the amount of at-home cooperation, the actual treatment time period can range in length from a few months to one year. The period of time considered intensive" may be lengthened if, for example, digit habits are involved, periodontal or dental problems occur, or if patient participation is not adequate. Therefore, there may be a need for further

treatment beyond the six month period. You will have access to the program for one year but an additional fee may be assessed for access to coaching calls.

Relapse: Completing myofunctional therapy treatment does not guarantee perfect oral and facial musculature patterns for the rest of a person's life. Therapy will help develop awareness of correct swallowing patterns, facial musculature, resting posture of the lips and tongue, and eliminate habits, but without maintaining this awareness, old habits and muscle patterns can resurface months or years later. As long as an awareness of the myofunctional concern is maintained, relapse should not occur.

Allergies: Allergies are a very common problem in our society. It is important to determine the cause of allergies. Occasionally, patients with chronic allergy/nasal congestion require additional help from a physician or allergist in order to reduce this congestion and increase airway capacity. Although uncommon, medical management may be necessary.

Temporomandibular (Jaw) Joint Dysfunction: Many patients can find relief from problems that occur in the jaw joints (temporomandibular joints or TMJ), causing pain, headaches, or ear problems through myofunctional therapy. However, because problems associated with the TMJ are often multi-faceted, and can be rooted in non-muscular causes, myofunctional therapy is not guaranteed to help all patients with TMJ conditions. We are pleased when myofunctional exercises prove to be beneficial in reducing pain or other symptoms of the TMJ, but cannot predict that these outcomes will be consistent for every patient undergoing therapy. Treatment by other medical or dental specialists may be necessary.

Ankyloglossia (Tongue Tie) and Frenectomy (surgical release of a restricted frenum): Many patients experience myofunctional disorders caused by a tight or restricted lingual frenum. This affects an estimated 10% of the general population, and occurs when the tongue is "tied" or anchored to the floor of the mouth by a piece of tissue. In some cases, it is impossible to proceed with myofunctional therapy because the tongue is severely restricted and unable to function or move properly. In this circumstance, a procedure called a frenectomy must be performed to release the tight tissue underneath the tongue. Without a frenectomy, improper resting posture,

swallowing patterns, and orofacial musculature cannot be corrected. Treatment by a dentist or oral surgeon may be necessary.

Speech Therapy: Myofunctional therapy is not considered to be speech therapy; these are two separate and distinct fields. However, myofunctional therapy has been shown to improve speech when muscular concerns are the underlying issue. Myofunctional therapy has a foundational role in correcting speech problems, and can be considered a “building block” that is often part of achieving successful speech outcomes. Once correct muscle patterning and swallow are attained through myofunctional therapy, a basic level of muscular control is reached, which dramatically increases the success rate for correcting speech problems. Due to the wide variation in causes for speech concerns and disorders, it is impossible to guarantee that myofunctional therapy alone will improve your speech. Treatment by a licensed speech therapist may be necessary.

Sleep Apnea- Myofunctional Therapy is very helpful with patients who have sleep apnea and who may have been prescribed a CPAP machine. Myofunctional Therapy is not a replacement for your CPAP machine and should not be treated as such. CPAP usage or disuse should be discussed with your physician.

If any of the conditions or complications mentioned above do exist or occur, a referral may be necessary to your family dentist or other dental professional or medical specialist for further treatment. Fees for these services are not included in the cost for myofunctional therapy treatment.

Patient Initials: _____

ACKNOWLEDGEMENT

I hereby acknowledge that I have read and fully understand the treatment considerations and risks presented in this form. I also understand that there are problems that can occur and that actual results may differ from the anticipated results. I also acknowledge that I have discussed this form with Kia Dukes, at Myostrategy Myofunctional Therapy LLC and have been given the opportunity to ask any questions. I have been asked to make a choice about my treatment. I hereby

consent to the treatment proposed and authorize Kia Dukes, at Myostrategy Myofunctional Therapy LLC, to provide the treatment. I also authorize Kia Dukes, at Myostrategy Myofunctional Therapy LLC, to provide my healthcare information to other health care providers.

I understand that my treatment fee covers only treatment provided by Myostrategy Myofunctional Therapy, LLC and that treatments provided by other dental or medical professionals are not included in the fee for my myofunctional therapy treatment.

CONSENT TO UNDERGO MYOFUNCTIONAL THERAPY TREATMENT

I hereby consent to the making of photos, before, during and after myofunctional therapy treatment, Myostrategy Myofunctional Therapy LLC, and where appropriate, staff providing myofunctional treatment. I fully understand all the risks and guarantees associated with the treatment.

Signature of Patient/Parent/Guardian

Date

AUTHORIZATION FOR RELEASE OF PATIENT INFORMATION

I hereby authorize Myostrategy Myofunctional Therapy LLC, to provide other health care providers with information regarding the above individual's myofunctional therapy treatment as deemed appropriate. I understand that once released, Myostrategy Myofunctional Therapy LLC, and where appropriate, staff has (have) no responsibility for any further release by the individual receiving this information.

CONSENT TO USE OF RECORDS

I hereby give my permission for the use of myofunctional treatment records, including photographs, made in the process of examinations, treatment, and retention for purposes of professional consultations, research, education, or publication in professional journals.

Signature

Date

I have the legal authority to sign this on behalf of:

Name of Patient

Relationship to Patient

MYOSTRATEGY MYOFUNCTIONAL THERAPY - PROGRAM POLICY

This Agreement ("Agreement") governs the policies and terms and conditions for the clients ("Clients) of Myostrategy Myofunctional Therapy ("Program") created and facilitated by Kia Dukes (the "Company"). By signing this Agreement you are acknowledging and confirming that you, the Client will abide by the terms and conditions set out in this Agreement.

The Program

The Program is a 6-month group coaching program where the Program start date is defined as the agreed upon start date and where the program end date is defined as 6months from that date.Upon signing the contract, if the Client then wishes to defer the start of the program to a later date, only deferred start dates of 30 days maximum from the original agreed upon start date will be accepted and permitted.

The Company has the right to modify the Program at any time for any reason and will ensure that the Client is provided with applicable updates if they are within the Program duration. Any bonuses sold with the Program are considered part of the Program and all client agreement terms and conditions outlined in this agreement will apply.

Program Fees

All program fees are subject to applicable taxes.

If the Client chooses the payment plan, they will be charged the initial payment at the time of enrolling, followed by installments every 30 days for the remaining months, on the same day of the month. _____ Initial

If the Client chooses the monthly payment plan, they are responsible for ensuring that their account remains in good standing for the entire duration and with all payments required of the Program. If a payment is missed, the Client will have 5 business days to bring their account into good standing after the declined payment. If the account is not brought into good standing within 5 business days, the Client's Program will be put on hold and access will be denied until the account is brought into good standing. Extensions to the 6 month program completion time will not be offered as a result of program holds due to late or missed payments.

No refunds, withdrawals or cancellations of any kind will be issued for the Program, including deposits or any partial payments. _____ Initial

Evaluation and 1 on 1 Appointments

I understand that if I miss any scheduled appointments I will lose that appointment and cannot reschedule it. However, appointments may be rescheduled if 24 hour advance notice is given.

Office Hours/Customer Service

Monday- Thursday 9:00-5:00 Central Time Zone. Please allow 24 hours for a response. For all questions contact: support@kiadukes.com

Confidentiality

The Client understands that given the group nature of the Program, including the Facebook Group that any discussions or any related Program discussions are to be held in strict confidence and cannot be shared, referred to or mentioned outside of the designation Program Facebook Group.

Intellectual Property

'Intellectual Property' which includes information relating to the Program's proprietary content, including but not limited to proprietary ideas, written content, graphic content, production data, technical data, automation data, technical concepts, test data and test results, marketing concepts, sales results, the status and details of the development of products and services, and information regarding clients and patents, copyrights and trade secrets remains the sole property of the Company. Clients do not have any right to reproduce in part or in whole any Intellectual Property for gift, resale or license to any third party. Clients will not use any of the Program Intellectual Property for their own business venture. Clients will not teach, discuss or reveal any of the Program's Intellectual Property in part or in whole without the expressed written permission of the Company. _____ Initial

Non Solicitation

The Client will not, from the date of this Agreement or the date of Agreement and for a period of three years directly or indirectly solicit for employment or employ any

person who is now employed or retained by the Company or any affiliate of the Company without the prior written consent of the Company.

The Client will not, from the date of this Agreement or the date of Agreement and for a period of three years directly or indirectly solicit any other Client from the Program to benefit their own business venture.

Consent

From time to time, the Client may be asked permission for use of Client likeness, program materials or files, video, audio, photos or marketing materials including presentations by the Company, to promote the 10K Program. The Company agrees it will not use aforementioned Client materials without express permission from the Client. If the Client agrees, the Client authorizes the Company to use and publish materials as they see fit on social media, websites and other distribution media. The Client will not receive monetary or royalty fees. The Client waives any right to inspect or approve the finished product, including written copy, wherein the Client's likeness or testimony for the program appears. _____ Initial

Release Of Liability

I agree to release and hold harmless The Company against any and all claims, suits or actions of any kind whatsoever and release liability, damages, compensation or otherwise brought on by me or anyone on my behalf, including any and all damages incurred from business operations. I acknowledge that The Company and The Program, their directors, coaches and any support staff are not responsible for errors, omissions, or failures to act and are not to be held liable and responsible in any way whatsoever for Client liability, errors and omissions as part of The Program.

Disclaimer Of Warranties

The Company does not warrant, either expressly or by implication, to any aspect of the Program nor is it responsible for the financial or other success of the Program. The Client confirms and agrees that they are wholly responsible for the progress and results and that the Program (and Company) offers no warranties or guarantees of future earnings, results, business growth or results of any kind. The Company does not warrant or guarantee that the Client will achieve any level of result or success using any of the materials provided by or created by the Program. Any example of earned income, success, financial or otherwise does not serve as a warranty or guarantee for any Client in the Program.

Severability

In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect and shall not in any way be affected or impaired or invalidated.

Governing Law This Agreement will be construed in accordance with and governed by the Laws of the United States.

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET OUT IN THE ABOVE AGREEMENT.

Client Name:

Client Email Address:

Client Mailing Address:

Client Signature:

Date: