

## **E-Therapy Café Inc.'s™ Terms of Use**

YOU AGREE THAT BY USING THIS SERVICE YOU ARE AT LEAST 18 YEARS OF AGE AND ARE LEGALLY ABLE TO ENTER INTO A BINDING CONTRACT. ADDITIONALLY YOU AGREE THAT ALL INFORMATION SUBMITTED BY YOU IS TRUE AND ACCURATE.

### **1. TERMS OF USE**

- By registering with this Site, you are providing informed consent to the terms and conditions ("Agreement") for the access and use of any person ("User", "Member" or "You") in an online platform through which counseling, coaching, professional advice and any other information are provided (collectively the "Platform"). The Platform may be provided, be accessible or be available via multiple websites, devices, platforms and other means, whether owned and/or operated by us or by third parties, including, without limitation, the website.
- You acknowledge that you understand the nature of online counseling services as well as the duties, qualifications, and limitations of our contractors (collectively "Therapist") and that E-Therapy Café Inc.™ has provided you with this information prior to providing you with any professional services.
- By accessing or using the Platform, or by clicking a button or a box indicating that you have read and agree to the terms of use, you are entering into this Agreement. You should read this Agreement carefully before starting to use the Platform. If you do not agree to be bound to any term of this Agreement, you must refrain from signing up to the Platform, you must stop making any use of the Platform and you should not access the Platform.
- When the terms "we", "us", "our" or similar are used in this Agreement, they refer to any company that owns and operates the Platform (the "Company"), its affiliated companies and the shareholders, directors, officers, employees, consultants, contractors, subcontractors, agents, advisors, assignees and successors of the aforementioned companies.

### **2. THERAPIST AND THERAPIST SERVICES.**

- The Platform enables you to communicate with a counselor, consultant, practitioner, professional, expert, coach, advisor or any other person (collectively "Therapists") for the purpose of getting counseling, information, advice or any other input, benefit or service (collectively "Therapist Services").
- Counselors: Certain degrees and diplomas dictate what a mental health Counselor can be called due to implementation of Title laws. Therefore, due to the different criterion and contexts of each contractor's qualifications, these professionals may use the terms "Counselor," "Psychotherapist," and/or "Counselor" interchangeably.
- Users understand "LMHC" signifies a Licensed Mental Health Counselor, "LPC" is a Licensed Professional Counselor, "LMFC" is a Licensed Marriage and Family Counselor, "LMSW" is a Licensed Master of Social Work, and "LCSW" is Licensed Certified Social Worker.

- Coaches: Member acknowledges that life coaching and meditation instruction are less regulated fields. Coaches and meditation instructions obtain various levels of certification, but are not licensed mental health providers.
- The Therapists are neither our employees nor agents nor representatives. Furthermore, we assume no responsibility for any act, omission or doing of any Therapist.
- We do not control the quality of the Therapists Services and we do not determine whether any Therapists is qualified to provide any specific service as well as whether a Therapists is categorized correctly or matched correctly to you.
- We make no representation or warranty whatsoever as to the willingness or ability of a Therapists to give advice.
- We make no representation or warranty whatsoever as to whether you will find the Therapists Services relevant, useful, correct, relevant, satisfactory or suitable to your needs.
- Though E-Therapy Café Inc.™ has thoroughly vetted and verified each contractor's credentials; we encourage all Users to do the same independently prior to the use of Platform.
- You acknowledge that we do not guarantee the verification of, the skills, degrees, qualifications, licensure, certification, credentials, competence or background of any Therapist. It is your responsibility to conduct independent verification regarding any Therapist that provides you with Therapist Services (whether through the Platform or not) and we strongly recommend that you will conduct this verification prior to communicating with any Therapist through the Platform and on a continuous basis as you use the Platform.
- Your relationship relating to the Therapists Services is strictly with the Therapist. We are not involved in any way with the actual substance of that relationship or any part of the Therapist Service (whether provided through the Platform or not), and we do not validate or involved in any of the Therapist Services.
- In case you make a payment through the Platform, or make any payment to us, this payment is made to the Therapist for the Therapist Services. We may charge the Therapist by taking a portion of this payment for the use and operation of the Platform ("Platform Use Fees"). However, we will not be deemed as the Therapist of any Therapist Services regardless of payment. Furthermore, the payment for the use of the Platform is made by the Therapist and not by you.

### **3. SCOPE OF PRACTICE**

- E-Therapy Café is an online service; our Therapists follow local and regional laws and codes of ethics as applicable to User's geographic locations.
- According to national licensure requirements, our Therapists are permitted to provide psychotherapy services in all states excluding Arkansas, California, Florida, Nebraska, and Ohio, which issue geographical boundaries for distance counseling and require Therapists to be licensed by that state. If

a Member from said state chooses to engage in counseling through E-Therapy Café, you understand and acknowledge that you will not be receiving state-licensed treatment but a confidential consultation.

- E-Therapy Café services are not open to Members who live in a country that is prohibited by law, regulation, treaty, or administrative act from entering into trade relations with the United States.

#### **4. USE OF PLATFORM**

- Site Content. None of the Site content should be considered medical advice or an endorsement, representation or warranty that any particular treatment is safe, appropriate, or effective for you.
- You agree, confirm and acknowledge that although the Therapist may provide the Therapist Services through the Platform, we cannot assess whether the use of the Therapist, the Therapist Services or the Platform is right and suitable for your needs. THE PLATFORM DOES NOT INCLUDE THE PROVISION OF MEDICAL CARE, MENTAL HEALTH SERVICES, OR OTHER PROFESSIONAL SERVICES BY US. AS OPERATORS OF THE PLATFORM, OUR ROLE IS STRICTLY LIMITED TO FACILITATING THE COMMUNICATION BETWEEN YOU AND THE THERAPIST AND TO ENABLE THE PROVISION OF THE THERAPIST SERVICES. It is up to you to consider and decide whether these services are appropriate for you or not.
- You agree, confirm and acknowledge that you are aware of the fact that the Therapist Services are not a complete substitute for a face-to-face examination and/or session by a licensed qualified professional. You should never rely on or make health or well-being decisions, which are primarily based on information provided as part of the Therapist Services. Furthermore, we strongly recommend that you will consider seeking advice by having an in-person appointment with a licensed and qualified professional. Never disregard, avoid, or delay in obtaining medical advice from your doctor or other qualified healthcare Therapist, by face-to-face appointment, because of information or advice you received through the Platform.
- You are advised to exercise a high level of care and caution in the use of the Platform and the Therapist services.
- IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING TO TAKE ACTIONS THAT MAY CAUSE HARM TO YOU OR TO OTHERS OR IF YOU FEEL THAT OR ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL THE EMERGENCY SERVICE NUMBER (911 IN THE US) AND NOTIFY THE RELEVANT AUTHORITIES. YOU ACKNOWLEDGE, CONFIRM AND AGREE THAT THE PLATFORM IS NOT DESIGNED FOR USE IN ANY OF THE AFOREMENTIONED CASES AND THAT YOU MUST NOT USE THE PLATFORM IN ANY OF THE AFOREMENTIONED CASES.
- THE PLATFORM IS NOT INTENDED FOR DIAGNOSIS, INCLUDING INFORMATION REGARDING WHICH DRUGS OR TREATMENT THAT MAY BE APPROPRIATE FOR YOU, AND YOU SHOULD DISREGARD ANY SUCH ADVICE

#### IF DELIVERED THROUGH THE PLATFORM.

- Therapists will file a formal report if User states any desire to do harm to him/herself or others. Therapists reserve the right to terminate a relationship with a Member if service expectations are incompatible.
- Users who are found ineligible for services will be blocked from the Site.
- E-Therapy Café Inc.™ recommends that those seeking mental health or medical advice seek services in person with a qualified professional.
- User acknowledges that no Therapist is an employee or agent of E-Therapy Café Inc.™ and this Site assumes no responsibility for any act or omission of any Therapist.
- Under no circumstances will E-Therapy Café Inc.™, its employees, officers, directors, shareholders, or agents be held liable for any indirect, consequential, or punitive damages relative to the services provided by any of the Therapists accessed through this Site.
- All Therapists featured on E-Therapy Café Inc.™ are independently licensed, certified, and insured, and any issue, warranty, or claim by a Member must directly address the offending Therapist.
- BY AGREEING TO THIS AGREEMENT YOU ARE ALSO AGREEING TO THE TERMS OF THE PLATFORM PRIVACY POLICY AVAILABLE AT [HTTPS://WWW.E-THERAPYCAFE.COM/PRIVACYPOLICY](https://www.e-therapycafe.com/privacypolicy) (THE "PRIVACY POLICY"). THE PRIVACY POLICY IS INCORPORATED INTO AND DEEMED A PART OF THIS AGREEMENT. THE SAME RULES THAT APPLY REGARDING CHANGES AND REVISIONS OF THIS AGREEMENT ALSO APPLY TO CHANGES AND REVISIONS OF THE PRIVACY POLICY.

#### **5. PLATFORM SECURITY**

- E-Therapy Café utilizes encryption for therapeutic exchanges and Secure Sockets Layer (SSL) protocol for financial transactions.
- Therapists and Members - not E-Therapy Café - will act as sole owners of the therapeutic record including all transcripts, notes, emails and/or billing information. All Member information will be permanently erased from the Site when a Member cancels his or her Membership.
- E-Therapy Café incorporates a mechanism for verifying the identity of Members by asking for a formal identification number such as date of birth, driver's license, or other satisfactory evidence.
- Though Members may choose to utilize a username for participation on the Site, he or she must offer, at minimum, first and last name, home address, and a phone number to confirm identity.
- Any and all sensitive information stored in the E-Therapy Café database will be safe and protected by our platform. However, our services are based on several factors which exist outside of the Site; and as such, E-Therapy Café cannot guarantee service will be uninterrupted, timely, or secure.
- User will immediately alert E-Therapy Café to any unauthorized use of your account, password, username, email, or other breach of security at [hello@e-therapycafe.com](mailto:hello@e-therapycafe.com).

- E-Therapy Café Inc.™ is owned exclusively by Dr. Judith A. Black. Thus all features, fees, and functionality of this Site are subject to change or termination with or without notice.

## **6. USER ELIGIBILITY**

### **Payment policies**

- You agree to promptly pre pay all fees and charges for Therapist Services, and you authorize us to automatically deduct all applicable charges and fees from the payment account(s) you designate in your E-Therapy Café Inc.™ user profile.
- You understand and agree that you will be responsible for a missed appointment fee equal to the fees you would have paid for the scheduled services if you do not cancel a scheduled appointment at least 24 hours in advance.
- You understand that should you acquire a balance, no future session will be conducted until your balance is rectified.
- You understand that E-Therapy Café will not provide monetary refunds.
- Any "linked" payment processing accounts with third parties (such as PayPal) will appear in your user profile on the Site, and you will be able to view at least certain summary information for all such linked payment accounts. You agree to be responsible for any telephone charges and/or Internet service fees you incur in accessing your account(s) through the Services.
- If you have a health benefits policy that provides mental health coverage, you may be entitled to insurance reimbursement for Therapist Services. You can discuss this with your insurance company by contacting them directly. E-Therapy Café Inc.™ offers no guarantee that you shall receive any such reimbursement.
- Regardless of insurance reimbursement, payment to E-Therapy Café Inc.™ is required at the time of each appointment. If you do not have insurance coverage for Therapy Services, or if your coverage is denied, you acknowledge and agree that you shall be personally responsible for all incurred expenses.
- To access the member-only portions of the Platform, you must provide us with a current, valid email address so that we may contact you. By creating an Account, you agree to keep your email address updated.
- There is no guarantee that you will be accepted as a registered user, or as a patient by one of our Therapists.
- Even if you are accepted as a Member, your Therapist may determine that online counseling services are not appropriate for some or all of your treatment needs, and accordingly may elect not to provide online counseling services to you.

### **Registered Members.**

- In order to access certain features of the Platform you will be required to become a registered user of the Platform by creating an E-Therapy Café Inc.™ account ("**Account**").

- To create an Account, you must be of legal age to form a binding contract. If you are not of legal age to form a binding contract, you may not register to use our Platform.
- When you register, you will be asked to choose a password. You are responsible for safeguarding and maintaining the confidentiality of your password and you agree not to disclose your password to any third party.
- You will be solely responsible for any activities or actions taken under your Account, whether or not you have authorized such activities or actions.
- You must notify us immediately if you know or suspect that any unauthorized person is using your password or your Account (for example, your password has been lost or stolen, someone has attempted to use the Services through your account without your consent or your Account has been accessed without your permission). We strongly recommend that you do not use the Services on public computers. We also recommend that you do not store your password through your web browser or other software.
- You agree that the information that you provide to us at all times, including during registration and in any information you upload to your E-Therapy Café Inc.™ online profile maintained by or through the Platform will be true, accurate, current, and complete. This information includes, but is not limited to, name, address, phone numbers, email addresses, payment information, and account numbers. Changes can be made in your user profile.
- You are solely responsible for the accuracy and completeness of your information. By using the Platform, you are consenting to truthfully complete questions to the best of your knowledge and ability.
- By creating an Account, you expressly consent to the use of: (a) electronic means to complete these Terms and to provide you with any notices given pursuant to these Terms; and (b) electronic records to store information related to these Terms or your use of the Platform.
- E-Therapy Café Inc.™ cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

**Member E-Therapy Café Inc.™ Profile.**

- Your E-Therapy Café Inc.™ profile will be established and maintained for you as a registered user of the Platform to enter, store, and access your health information online, and for your Therapist to communicate with you about your care. This may include history, current conditions, symptoms, complaints, allergies and medications. All of the information contained in your E-Therapy Café Inc.™ profile will be maintained in accordance with our Terms and our Privacy Policy. You agree to provide accurate and complete information for your E-Therapy Café Inc.™ profile, to periodically review such information, and to update information that you provide as needed. Please refer to our [Privacy Policy](#) for more information.
- Therapists may add electronic progress notes to their E-Therapy Café Inc.™ account or personal records after consultations with you.
- IT IS THE OBLIGATION OF EACH OF YOUR THERAPIST AND E-THERAPY CAFÉ INC.™ TO USE AND DISCLOSE ANY INFORMATION INCLUDED IN YOUR

E\_THERAPY CAFE PROFILE IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAWS, INCLUDING, WITHOUT LIMITATION, OBTAINING ANY CONSENTS OR AUTHORIZATIONS THAT MAY BE REQUIRED FOR YOUR INFORMATION TO BE SHARED WITH THIRD PARTIES.

- EXCEPT FOR E-VIDEO SESSIONS, WHICH ARE NOT RECORDED, ALL COMMUNICATIONS TRANSMITTED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION E-THERAPY CAFÉ'S™ SECURE MESSAGING PLATFORM, MAY BE MONITORED FOR QUALITY ASSURANCE, TRAINING AND OTHER PURPOSES. BY ACCEPTING THESE TERMS OF SERVICE, YOU CONSENT TO ANY SUCH MONITORING. SIMILARLY, ALL MESSAGES TRANSMITTED THROUGH BREAKTHROUGH'S SECURE MESSAGING PLATFORM ARE SAVED AND BECOME PART OF YOUR BREAKTHROUGH PROFILE.

**Restrictions on Conduct.**

The Platform may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Platform. In addition, without limitation, you agree that you will not do any of the following while using or accessing the Platform:

- Upload, post, email or otherwise transmit any Content to which you do not have the lawful right to copy, transmit and display (including any Content that would violate any confidentiality or fiduciary obligations that you might have with respect to the Content);
- Upload, post, email or otherwise transmit any Content that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);
- Use the Platform to collect or store personal data about other users without their express permission;
- Knowingly include or use any false or inaccurate information in any profile;
- Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of solicitation, as well as viruses or other computer code that may interrupt, destroy, limit the functionality of the Platform, or interfere with the access of any other user to the Platform;
- Circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content;
- Use any meta tags or other hidden text or metadata utilizing a E-Therapy Café Inc.™ name, trademark, URL or product name;
- Use the Platform in any way that competes with E-Therapy Café Inc.™, including, without limitation, misrepresenting one's identity or posing as

a current or prospective patient in order to solicit or recruit Therapist Providers, directly or indirectly; or

- Encourage or instruct any other person or entity to do any of the foregoing.
- Members should understand both the boundaries and expectations related to forming therapeutic relationships online. Any requests to Therapists for social media relationships will be ignored to preserve the integrity of the therapeutic relationship and protect sensitive information.

## **7. FEES.**

Users understands:

- Therapy Services Direct or Client Services: Pay as You Go or a Subscription service.
- Subscription clients are recurrently charged per month for individual Memberships in the amount of \$125 (E-Therapy Basic™), \$200 (E-Therapy Premier™), \$300 (E-Therapy Elite™).
- First time clients only may purchase one Trial Session (E-Therapy Express Trial™) for \$25. Additional Single Sessions are available for \$50 for all users via Pay As You Go (E-Therapy Express™).
- All credits expire exactly one month from the date of purchase.
- All unused credits will not rollover between billing cycles
- Subscription credits will be automatically replenished and client's card charged on each monthly renewal date.
- Used or expired credits are not eligible for monetary refund.
- E-Therapy Café may change Membership fees and/or services at any time, but will notify Members prior to amendment of service.
- E-Therapy Café Inc.™ reserves the right to suspend services until balances are paid in full.
- By providing E-Therapy Cafe with your credit card number and associated payment information, you agree that E-Therapy Cafe is authorized to immediately invoice your account for all fees and charges due and payable to E-Therapy Cafe hereunder and that no additional notice or consent is required.
- Members are obligated to report to [hello@e-therapycafe.com](mailto:hello@e-therapycafe.com) in any case when a contractor attempts to bill a Member directly through her PayPal or other account outside of the Site. Such report should include a description of the service provided as well as the amount charged. Any discrepancy or problem in processing payments through this Site should also be reported to [hello@e-therapycafe.com](mailto:hello@e-therapycafe.com).
- If a Therapist and Member have mutually agreed to continue services "off-line," Members must terminate their membership and meet independently of the Site at a rate determined by his or her Therapist.

## **8. ABOUT E-THERAPY.**

- Also known as Distance Counseling, Telepractice, Cyberpsychology, Text-Based Therapy, Telehealth, Behavioral Telehealth, and Online Therapy. E-



Therapy is providing a psychotherapy service that is not "in person" and is facilitated through the use of technology.

- Such technology may include, but is not limited to, telephone, telefax, email, internet, or videoconference. E-Therapy is subject to all practice and ethical considerations discussed in this document and in the law, rules and regulations governing licensed practice in the Commonwealth of Virginia. Disadvantages include varying time zones, cultural differences, language barriers, and strength of Internet connection, which may impact the delivery of services.
- Members may provide off-line contact information in case of a technology breakdown, or if reconnection is not possible.
- Members will not fault or issue any warranty for the failure of the internet or the Site's performance.

#### **9. NATURE OF COUNSELING**

- User understands there may be both benefits and risks while participating in counseling, distance or otherwise.
- User understands that counseling may improve your ability to relate with others, provide a clearer understanding of yourself, your values, and your goals. Since counseling may also involve discussing unpleasant aspects of your life, you may also experience uncomfortable feelings.
- User understands that counseling often leads to better relationships, solutions to specific problems, and significant improvement in feelings of distress.
- Users acknowledges there are no guarantees of what you will experience, and that you enter this Agreement and use E-Therapy Café Inc.™ services at your own risk.
- You agree that you understand the possible advantages and disadvantages of online therapy and shall not hold accountable E-Therapy Café or its Therapists for any information or insight distributed here.

#### **10. Termination | Cancellation.**

- E-Therapy Café Inc.™ is continually adapting and changing. As such, we may revise or change our Platform, our Site, and services you may access at any time.
- We may discontinue offering our Platform and we may suspend or terminate your right to use our Platform at any time, in the event that you breach these Terms, for any reason, or for no reason at all, in our sole discretion, and without prior notice to you.
- After such termination, E-Therapy Café Inc.™ will have no further obligation to provide the Platform, except to the extent we are obligated to provide you access to your health records or Therapists are required to provide you with continuing care under their applicable legal, ethical and professional obligations to you.

- Upon termination of your right to use our Platform or our termination of the Platform, all licenses and other rights granted to you by these Terms will immediately terminate.
- You may terminate your E-Therapy Café Inc.™ Account at any time and for any reason by sending E-Therapy Café Inc.™ written notice
- Upon any termination by you, your E-Therapy Café Inc.™ Account will no longer be accessible.
- E-Therapy Café Inc.™ will handle any cancellation request within 30 days of receipt of such a request.
- Any suspension, termination, or cancellation will not affect your obligations to E-Therapy Café Inc.™ under these Terms; which by their nature are intended to survive such suspension, termination, or cancellation.

#### **11. DISCLAIMER**

- It is understood that although we have taken great care in the preparation of this platform, its content, and our Therapists, E-Therapy Café Inc.™ assumes no responsibility for errors or omissions and disclaims any and all liability for the consequences of your using the information on this website.
- This disclaimer does not exclude liability for death or personal injury as a result of negligence.
- You understand E-Therapy Café Inc.™ cannot be held responsible for a Member's acceptance, reliance, or dependence on any services rendered by the Therapists featured on this site.
- This Agreement shall be interpreted only in accordance with the laws of the Commonwealth of Virginia (excluding any rules governing choice of laws), and any legal proceeding associated with this Agreement will occur exclusively in the courts located in Prince William County, Virginia.
- Regardless of a user or Therapist's geographical or legal jurisdiction, all users acknowledge and agree that any and all counsel provided by our Therapists shall be regarded as a consultation and NOT as licensed, clinical treatment.
- Due to the nature of online counseling, our Therapists are limited in situations of crisis and extreme emotional distress, and therefore, cannot be held to the same standards of a physical appointment.
- This disclaimer shall serve as informed consent to all users who choose to reveal personal health information through this platform.

#### **12. Indemnification**

- You will indemnify, defend, and hold harmless E-Therapy Café Inc.™, E-Therapy Café's™ licensors and affiliates and our respective directors, officers, employees, contractors, agents and representatives, from and against any and all claims, causes of action, demands, liabilities, losses, costs or expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of or relating to any of the following matters:
  - your access to or use of the Platform;
  - your violation of any of the provisions of these Terms of Service;

- any activity related to your E-Therapy Café Inc. <sup>™</sup> Account by you or any other person accessing the Platform through your account, including, without limitation, negligent or wrongful conduct; or
- your violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right.
- E-Therapy Café Inc. <sup>™</sup> reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

### **13.LIMITED LIABILITY**

- IN NO EVENT WILL E-THERAPY CAFÉ INC. <sup>™</sup> INC., LICENSORS OR AFFILIATES BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM, THE SITE, OR THE CONTENT, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT E-THERAPY CAFÉ INC. <sup>™</sup>, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IF YOU ARE DISSATISFIED WITH THE SERVICES, THE SITE OR THE CONTENT, OR THE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.
- NOTHING HEREIN SHALL LIMIT THE POTENTIAL PROFESSIONAL LIABILITY OF OUR THERAPISTS ARISING FROM OR RELATED TO MENTAL HEALTH ADVICE THEY PROVIDE TO YOU, EXCEPT AS PROVIDED UNDER APPLICABLE STATE LAWS.
- IN MANY JURISDICTIONS, THERAPISTS ARE REQUIRED TO REPORT CONFIDENTIAL INFORMATION IF THEY HAVE REASON TO BELIEVE THAT A PATIENT IS LIKELY TO HARM OTHERS OR HIMSELF/HERSELF. IN NO EVENT SHALL E-THERAPY CAFÉ INC. <sup>™</sup>, BE LIABLE FOR THE DISCLOSURE OF YOUR CONFIDENTIAL INFORMATION BY A THERAPIST.
- E-THERAPY CAFÉ INC. <sup>™</sup> IS NOT LIABLE TO ANY PERSON OR USER FOR ANY HARM CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF A THERAPIST.
- IN NO EVENT WILL THE CUMULATIVE LIABILITY OF E-THERAPY CAFÉ INC. <sup>™</sup>, OR E-THERAPY CAFÉ'S <sup>™</sup> LICENSORS OR AFFILIATES TO YOU, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED \$1,000.
- EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO YOUR USE OF THE PLATFORM, THE SITE OR THE CONTENT OR OUR RELATIONSHIP WITH YOU, REGARDLESS OF THEORY, MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION OR BE FOREVER BARRED.
- SOME JURISDICTIONS DO NOT PERMIT US TO LIMIT OUR LIABILITY IN THESE WAYS, SO IT IS POSSIBLE THAT THESE LIMITATIONS WILL NOT APPLY TO OUR AGREEMENT WITH YOU. IN SUCH EVENT THE LIMITATIONS

SHALL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

**14. Errors and Inaccuracies.**

- The information on the Platform including, without limitation, information regarding pricing, may contain typographical errors or other errors or inaccuracies, and may not be complete or current. E-Therapy Café Inc.™ reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice to you.
- E-Therapy Café Inc.™ will not, however, guarantee that any such errors, inaccuracies, or omissions will be corrected.
- E-Therapy Café Inc.™ reserves the right to refuse to provide Therapy Services that are based on inaccurate or erroneous information on the Site, including, without limitation, incorrect or out-of-date information regarding pricing, payment terms, or for any other lawful reason.

**15. IMPORTANT NOTES ABOUT OUR AGREEMENT.**

- THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND US. YOU CONFIRM THAT YOU HAVE NOT RELIED UPON ANY PROMISES OR REPRESENTATIONS BY US EXCEPT AS SET FORTH IN THIS AGREEMENT.
- THESE TERMS OF SERVICE AND OUR RELATIONSHIP WITH YOU SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA, EXCLUDING ITS CHOICE OF LAWS RULES.
- YOU AND E-THERAPY CAFÉ INC.™ EACH IRREVOCABLY AGREES THAT THE EXCLUSIVE VENUE FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR OUR RELATIONSHIP WITH YOU, REGARDLESS OF THEORY, SHALL BE THE UNITED STATES DISTRICT COURT EASTERN DISTRICT OF VIRGINIA, OR THE STATE COURTS LOCATED IN PRINCE WILLIAM COUNTY.
- YOU AND E-THERAPY CAFÉ INC.™ EACH IRREVOCABLY CONSENTS TO THE PERSONAL JURISDICTION OF THESE COURTS AND WAIVES ANY AND ALL OBJECTIONS TO THE EXERCISE OF JURISDICTION BY THESE COURTS AND TO THIS VENUE. NOTWITHSTANDING THE FOREGOING, HOWEVER, YOU AND E-THERAPY CAFÉ INC.™ AGREE THAT E-THERAPY CAFÉ INC.™ MAY COMMENCE AND MAINTAIN AN ACTION OR PROCEEDING SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF IN ANY COURT OF COMPETENT JURISDICTION.
- We reserve the right to change our Terms at any time. Any changes that we make will become a part of our agreement with you when they are posted to our Platform. All modifications shall be effective upon posting. Therefore, you are encouraged to check the terms of this Agreement frequently. The last update to this Agreement is posted at the bottom of the Agreement.
- Your continued use of our Platform will constitute your agreement to the changes we have made. If you do not agree to the changes, you must terminate access to the Platform and participation in its services.
- We may freely transfer or assign this Agreement or any of its obligations hereunder.

- The paragraph headings in this Agreement are solely for the sake of convenience and will not be applied in the interpretation of this Agreement.
- If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.
- To clear any doubt, all clauses regarding limitations of liabilities and indemnification shall survive the termination or expiration of this Agreement.

#### **17. Contacting Us.**

- We encourage you to contact us at [hello@e-therapycafe.com](mailto:hello@e-therapycafe.com) if you have any questions concerning our Terms.
- Please note that email communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your email correspondence with us.
- If you would like to contact us via physical mail, our mailing address is:
  - E-Therapy Café, 12 Woodcliff Drive, Fairmont, WV 26554

If you are considering suicide or in crises OR if you or another person are in danger, do not use this platform. Instead, call 911 or the National Suicide Hotline at 1-800-273-TALK (8255). Other resources that provide you with immediate help can be found in our Resources.

Last Update: January 1, 2018