

Terms of Use

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You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you will exit your account at the end of each session.

You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you decide to log into your account on a public or shared computer, make sure to log out after your viewing session to help protect your information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

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- For any discriminatory purpose.
- For any purpose in violation of our User Content provision in the Terms, incorporated by reference herein.
- For any spoofing, spamming, or impersonating the Practice.
- To transmit or distribute spam email or messaging.

Further, you may not:

- Implement or use any spider, crawler, scraping, bots, or other automated processes to access the Website for any purpose.
- Interfere with the Website's operation in any way including, but not limited to, the use of viruses, malicious codes, attacks, or programs.
- Bypass or hack authentication processes or gain any unauthorized access to the Website.

User Submissions. Our Website may contain features which enable you to submit or post content and material to the Website and/or submit directly to the Practice. We prioritize the safety and environment of our Website and require that all your submissions comply with this Agreement.

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections, contact forms and/or other message or communication facilities designed to enable you to communicate with the public at large, with a group, or with the Practice (collectively, "Communication Services"), you agree to use the Communication Services only to post, send, and receive messages and material that are proper and related to the particular Communication Service.

All user submissions are non-confidential. You relinquish to the Practice all proprietary rights in the same upon submission. You understand and agree that anything you submit or post through our Website grants the Practice and our designees the right to use such material in any capacity for any purpose.

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Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

You understand and agree that you are solely responsible and liable for any submissions you make. The Practice will not be held liable in any way for your submissions or posts.

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No compensation will be paid with respect to the use of your Submission, as provided herein. The Practice is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Practice’s sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

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The Practice reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Practice’s sole discretion.

Additionally, you understand and agree that the Practice may be required to disclose your identity or personally identifiable information due to third-party claims, legal matters, or for other purposes in compliance with law enforcement agencies, court orders, or appropriate

directives. You agree that the Practice will not be liable to you in any way for the disclosure of your identity or other information under the foregoing circumstances.

The Practice reserves the right to take legal action against any user, person, or entity who violates this Agreement.

User Content Guidelines. We care about providing a safe, inclusive space through our Website for users to gather online, share ideas, and consume helpful content.

We will not for any reason tolerate hate speech, sexually explicit materials, copyright infringements, or any number of things listed inside our Content Standards. Please review this list in its entirety before posting or interacting with any users or features on our Website.

By way of example, and not as a limitation, you agree that when using Communication Services, you will not:

- Violate any local, state, federal, or international laws and regulations or promote illegal activities.
- Violate any other person or entity's intellectual property or legal rights.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, sexually explicit, violent, or unlawful topic, name, material, acts, or information.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Contain any hateful, discriminatory, or other objectionable content.
- Defame, abuse, embarrass, stalk, harass, threaten, harm, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Misrepresent any person's identity or organizational affiliation.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

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If you see content that does not follow these Terms, please inform us immediately so we can look into this issue and determine how to move forward. Together, we can keep our Website free of language and materials that are intended to hurt, harm, or infringe on the rights of others. Thank you.

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International Users. The Website is controlled, operated, and administered by the Practice from our offices within the USA. If you access the Website from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Practice content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

Termination and Access Restriction. The Practice reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Website or the Terms pursuant to the Arbitration clause above. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

No Joint Venture or Other Relationship. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Practice as a result of this agreement or use of the Website. The Practice's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Practice's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Practice with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Severability and No Waiver. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court with jurisdiction, all other provisions set forth in this Agreement will remain valid and enforceable. By failing to enforce any right or provision of this Agreement, we are not waiving the right or ability to enforce the same rights or provisions in the future. Any right or provision in this Agreement will only be considered waived if done so in writing by an authorized representative of the Practice.

Transfer and Assignment. You may not transfer or assign any of your rights under this Agreement to any third party without the express written consent of the Practice.

Notices. We may provide notice to you by: (i) sending a message to the email address provided by you, or (ii) by posting to the Website. Notices sent by email will be effective at the time of sending and notices posted to the Website will be effective upon posting. You may provide notice to the Practice by certified mail to Kindred Counseling Center at 350 S. Main St., Ste. 306, Doylestown, PA 18901. Notices provided by certified mail will be effective upon actual receipt of the notice.

All legal notices including those related to intellectual property and copyright infringement claims should be sent by certified mail to the Practice's agent and mailing address located in this provision above.

All requests and other communications relating to the Website should be directed to: contact@kindredcounselingcenter.com.

Headings for Convenience Only. The headings in these Terms are included for convenience and reference, and are not meant to describe, define, or limit the scope or intent of any provision.

Entire Agreement and All Rights Reserved. Unless otherwise specified herein, this agreement, along with the Privacy Policy and Disclaimer, constitutes the entire agreement between the user and the Practice with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Practice with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

In concluding this Agreement, you understand and acknowledge that these Terms constitute the final agreement and supersedes all others regarding the purchase, sale, and use of any Products and the use of the Website. The Practice reserves any and all rights not expressly granted in these Terms.

Thank you for reading the Terms of Use in its entirety. We hope you were able to gain clarity on how to effectively use and browse our Website.