

TERMS AND AGREEMENTS

PLEASE READ THESE TERMS OF CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.

By using this website, you agree to fully comply with and be bound by the following Agreement each time you utilize this website, or the information contained therein.

If you do not agree to these Terms and Conditions, please exit and do not use the website.

If you are having a medical or mental health emergency, please contact 911.

Overview

Effective Date: May 1, 2019

This web page represents a legal document and is the Terms and Conditions, Privacy Policy and General Disclaimer and ("Terms") for our website www.wendyhawkins.net ("Website"). By using our Website you agree to fully comply with and be bound by the following Agreement each time you use our Website. Please review the following terms carefully.

Definitions

The terms "we", "us", and "our" refers to Wendy Hawkins, LCSW (dba Holistic Mental Health Services). The term "Site" refers to www.wendyhawkins.net.

The term "user," "you" and "your" refers to site visitors, customers and any other users of the site.

All text, information, graphics, design, photos, images, materials, documents, data and intellectual property accessible on or offered through our Website or Services, are collectively known as our "Content" is our property and is protected by the United States intellectual property laws. On the Site we provide original written content (the "Service").

Use of the Site including all materials presented herein and all online services provided by us, whether made available for purchase or not is subject to the following Terms. These Terms apply to all site visitors, customers, and all other users of the site. By using the Site or Service, you agree to these Terms, without modification, and acknowledge reading them.

Intellectual Property Rights

The Site and/or Service contain intellectual property owned by Wendy Hawkins, LCSW, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the Holistic Mental Health Services name, logo, all designs, text, graphics, other files, and the selection and arrangement thereof, also termed the "look and feel." Your use of our Website or Services does not constitute any right or license for you to use our service marks or trademarks without the prior written permission of Wendy Hawkins, LCSW.

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site, Service, Content or intellectual property, in whole or in part without our prior written consent.

We reserve the right to immediately remove you from the Site and/or Service, without refund, if you are found to be violating this intellectual property policy. You are permitted to enjoy the content of our website for your personal, non-commercial use.

You are permitted to hypertext link to the content of our website provided that you give full attribution and credit by name, keep intact all copyright, trademark and other proprietary notices and, if used electronically, you must include the link back to the website page from which the content was obtained.

Our content, as found within our Website and Services, is protected under United States intellectual property rights laws. Copying, redistribution, use or publication for commercial use by you of any such Content is a violation of our intellectual property rights. Your use of our Website and Services does not grant you any ownership right to our Content.

Any request for written permission to use our Content, or any other intellectual property or property belonging to us, should be made before you use Content by sending an email to info@wendyhawkins.net.

Limited License

We grant you a non-exclusive, nontransferable, revocable license to access and use our Website and Services strictly in accordance with this Agreement. Your use of our Website and Services are solely for internal, personal, non-commercial purposes unless otherwise provided in this Agreement, print-out or electronic version of any part of our Website or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

Your License to Us

You grant us a license to use the information and materials you post to our Website. By posting, displaying, transmitting, performing, or otherwise distributing information or other content ("Visitor Content") to our Website, you are granting us and any affiliates, a license to use the Visitor Content in connection with the operation of our business, including without limitation, a right to distribute, copy, transmit, publicly display, reproduce, translate, edit, and reformat your Visitor content. You understand and agree that you will not be compensated for any Visitor Content. By posting Visitor Content on our Website or Service, you warrant and represent that you own the rights to the Visitor Content or are authorized to post, display, distribute, perform, or transmit Visitor Content.

Lawful Purposes

You may use the Site and/or Service for lawful purposes only. You agree to use the Site and/or Service and to purchase services or products through the Site for legitimate, non-commercial purposes only. You shall not post or transmit through the Site and/or Service any material which violates or infringes the rights of others, encourages conduct that would constitute a crime or for fraudulent purposes.

Our Relationship to You

This Agreement in no way creates any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and Wendy Hawkins, LCSW.

Privacy Policy

Our Privacy Policy is considered part of this Agreement and available on this website. You must review our Privacy Policy by clicking [here](#). If you do not accept and agree to being bound by these Terms, including the www.wendyhawkins.net Privacy Policy, do not use this Website or our Services.

Choice of Law and Jurisdiction

These Terms will be treated as if it were executed and performed in Lee's Summit, Missouri, and will be governed by and construed in accordance with the laws of Missouri without regard to conflict of law's provisions. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website or Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Dispute Resolution

Any legal controversy or claim arising from or relating to these Terms and/or our Service, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to website operations, intellectual property, will begin with an attempt to resolve any dispute, claim or controversy by Arbitration, which shall be in accordance with the commercial arbitration rules of the American Arbitration Association. The parties further agree that their respective good faith participation in arbitration is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, mediation or other dispute resolution procedures. The exclusive venue of any dispute resolution will be conducted in Lee's Summit, Missouri. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in Lee's Summit, Missouri necessary to protect the rights or property of you and us pending the completion of arbitration.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of these Terms and take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses, and traffic information.

Links to Other Websites

Our Website may from time to time contain links to third party websites. Inclusion of links for any website on our Website does not mean that we endorse, guarantee, warrant, or recommend the services, information, content, and/or data of such third-party websites.

Wendy Hawkins, LCSW has no control over the privacy practices of third-party websites; you access any third-party websites at your own risk. We recommend that you review the privacy policy and terms and conditions of those sites to fully understand what information is collected and how it is used.

Indemnification

You agree to indemnify, defend, and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates free from any liability, loss, claim, and expense, including reasonable attorney's fees, related to your violation of these Terms or use of our Website or Services.

Severability and Survival

Should any part of these terms be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement will take precedence. Our failure to enforce any provision of this Agreement will not be deemed a waiver of such provision, nor of the right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

General Disclaimer

The Service is designed to provide users with information to choose therapeutic education options, understand the mental health industry, and find services and support within their community. The information available on the Service ("Information") is provided free of charge as a user convenience and is to be used for informational purposes only. Much of the Information is provided by third parties and may represent opinion or judgment or contain inadvertent technical oversights, factual inaccuracies, or typographical errors. Wendy Hawkins, LCSW has no obligation to, and does not in the normal course, monitor or control any Information that is or becomes available through the Service, nor does Wendy Hawkins, LCSW guarantee the accuracy or completeness of any Information. Wendy Hawkins, LCSW is not responsible for any errors, inaccuracies, omissions or deficiencies in the Information. The Information is provided "as is," with no guarantees of completeness, non-infringement, accuracy or timeliness, and without warranties of any kind, express or implied. You therefore assume sole responsibility for all risks associated with the use of the Information and rely on such Information at your own risk. By using the Service, you acknowledge that Wendy Hawkins, LCSW is in no way responsible for any consequences whatsoever to anyone arising from your use or interpretation of any Information contained within or linked to from the Service. Before making decisions based on the Information, you should consult with a professional therapist or other qualified professional and communicate with any providers you are considering.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE. ADDITIONALLY, WENDY HAWKINS, LCSW IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR

INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF WENDY HAWKINS, LCSW HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL WENDY HAWKINS, LCSW CUMULATIVE LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF THE SERVICE YOU HAVE PURCHASED FROM THE SITE, AND IF NO PURCHASE HAS BEEN MADE BY YOU WENDY HAWKINS, LCSW CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED \$150.

No Warranty or Liability

The information presented on www.wendyhawkins.net is provided "as is" and "as available," without representation or warranty of any kind. Wendy Hawkins, LCSW does not represent or warrant that such information is or will be always current, complete, or accurate. Any representation or warranty that might be otherwise implied is expressly disclaimed.

You agree that Wendy Hawkins, LCSW is not liable to you or others, in any way or for any damages of any kind, arising from the use of www.wendyhawkins.net, including, but not limited to, liability or damages caused by viruses contained within electronic files of this site or any linked site, regardless of prior notice to our office.

Changes to Our Terms and Conditions

We reserve the right to change these Terms and Conditions at any time by giving you advanced notice of the changes by email or in writing. We will also post these changes on our website. These changes will become effective 30-days after receiving the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Your continued use of our Website, Services, and Products after any change to these Terms and Conditions and notifying you will constitute your acceptance of such change. If you do not agree with the changes to these Terms and Conditions, you can choose to discontinue the use of our Website, Services, and Products.

UPDATED: November 9, 2021