

This **Grief Support and Education Services Agreement** (hereinafter “**Agreement**”) is entered into between **JANICE PATON, LLC**, a Florida company (“**Paton**”) and the Client either identified below, or accepting this Agreement via online click-wrap registration at the Paton website, www.janicepaton.com (the “**Website**”). Client and Paton are each a “**Party**” and collectively the “**Parties**.” The term of this Agreement will commence once Client (or Client’s legal guardian) signs this Agreement below or agrees to these terms by clicking the “**Accept**” button on the Website. BY CLICKING THE “ACCEPT” BUTTON, YOU AGREE YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Services. Paton will provide grief support and education services to Client, in a group or individual setting and in a location or via remote communication (ie, Zoom or phone call) as will be determined by the Parties (“**Services**”). Additional details and Services options are further identified at the Website. If Services are provided at Client’s residential address, or other location that Client may designate, Client represents that Paton will be authorized to enter the residential location and park one vehicle in a designated parking area adjacent to the residential address. If Client is a minor, the legal guardian signing this Agreement authorizes Paton to provide Services to Client, and such legal guardian will determine whether Services are provided with or without the legal guardian’s presence. Paton will determine the method, details, and means of performing the Services. Paton may represent, perform services for, and contract with other additional clients, persons, or companies as Paton, in its sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed for the Client. Client will schedule the Services via the Website. Services may be cancelled per Section 2 below, and in such event, or in the event of completion of the Services, this Agreement shall terminate. Notice to Paton regarding cancellation of Services shall be made via e-mail to: blessedchildlifepespecialist@mail.com. In the event Paton determines, in its reasonable discretion, that the agreed location for the Services session is not safe, Paton may cancel the Services without refund and reschedule the Services to a different location agreeable with the Client.

2. Fees and Expenses. As full consideration for the provision of the Services, Client, or Client’s guardian identified below or the party executing as a “**Sponsor**” below, shall pay Paton the fees stated on the Website (the “**Fees**”). Fees are charged on a per session basis, with sessions usually lasting one hour. Other professional fees will be quoted by Paton, as requested, for Services provided on other than a per-session basis. Fees shall be paid in U.S. Dollars via PayPal, credit card, or other form of payment identified on the Website. Payment shall be made at least (3) business days in advance of the scheduled Services. The Parties may mutually agree to extend the scheduled Services appointment subject to additional Fees. Fees paid are non-refundable. Other costs to be incurred and reimbursed by Client, as approved by Client in advance as part of the Services, will be separately invoiced by Paton to Client. Services may be cancelled, with full refund to Client, if Client notifies Paton via the above-identified e-mail at least forty-eight (48) hours in advance of the scheduled Services. Paton will be permitted to cancel Services in the event of causes or events beyond Paton’s reasonable control, such as illness, weather events, or the like, subject to refund of Fees to Client, or rescheduling of Services, at Client’s election.

3. Warranty; Disclaimer. The Services are in the nature of grief support and education only, performed by qualified personnel in a professional and workmanlike manner. Services do not constitute mental health counseling, psychology counseling or psychotherapy, or any other form of licensed counseling or therapy. Services do not constitute a healthcare encounter or a clinical session of any nature; Paton is not a health care provider and Client is not a patient. Paton will maintain the confidentiality of personal information shared verbally during a Services session, but because Paton is not providing healthcare services, those laws governing confidentiality of healthcare transactions and information, such as HIPAA, do not apply. Client understands that communicating with Paton via email regarding personal information is at Client’s own risk regarding confidentiality of such information, in light of the prevalence of data breaches outside of a Party’s reasonable control. No insurance transaction will occur with respect to the Services. Paton does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Client will provide a safe and secure location and environment for performance of the Services. Nothing in this Agreement shall constitute or be construed as a transfer or license of Paton’s intellectual property, which Paton will retain in its exclusive ownership and control. Paton will provide the Services as an independent contractor, and not as partner, employee, or agent of either Client or Sponsor.

LIMITATION OF WARRANTY; LIMITATION OF LIABILITY. THE WARRANTY SET FORTH IN THIS SECTION 3 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. PATON DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. PATON SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS IDENTIFIED OR REFERRED TO THE CLIENT BY PATON DURING THE TERM OF THIS AGREEMENT. CLIENT’S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS RE-PERFORMANCE OF THE SERVICES, OR IF RE-PERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES. EXCEPT FOR THE WARRANTY REMEDY STATED ABOVE, IN NO EVENT WILL PATON BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY NATURE.

4. Indemnification. To the fullest extent permitted by law, Client, or Client’s legal guardian, will indemnify, hold harmless and defend Paton and its members and managers (“**Indemnified Parties**”) from and against all liability, losses, damages, costs, or expenses which the Indemnified Parties may sustain, incur or be required by pay by reason of claims, demands, and causes of action resulting from personal injuries or damage to property proximately caused by Client or Client’s legal guardian during the performance of Services. This indemnification shall survive the termination or expiration of this Agreement.

5. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in and for Hillsborough County, Florida. Both Parties hereby submit to the exclusive jurisdiction and venue of such court. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

6. Authorized Signatories. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties (or accepting these terms via the “Accept” button on the Website) are authorized to execute such an agreement. For any person signing this Agreement (or via “Accept” button) as Guardian, such person represents to Paton that such person is, in fact, the parent or legally-designated guardian for Client, authorized to engage these Services for Client.

7. Entire Agreement; Modification. This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. If any term of this Agreement is invalid or illegal, such term shall be severable and not invalidate the balance of this Agreement.

Janice Paton, LLC authorized signature: *Janice Paton*

Client’s signature, as well as any other person signing, below (or via Website “Accept” button) indicates that such persons have read and understood the terms of this Agreement. The Parties agree to transmit and receive electronic signatures:

Client signature: _____

Date: _____

Print name: _____

Legal Guardian signature: _____

Date: _____

Print name: _____

Sponsor responsible for payment of Fees signature: _____

Date: _____

Print name: _____