

## **WEBSITE TERMS & CONDITIONS**

### **RIVERBANK WELLNESS, LLC**

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These Terms and Conditions may be changed at any time. It is your obligation as a user visiting the Site to familiarize yourself with these Terms and Conditions. Any change to these Terms and Conditions shall also be effective for any visitor who has visited the Site before the change was made.

#### **1. Website Information**

***If you are seeking medical attention or if you feel that you may be a danger to yourself or others, please call 911 immediately.***

Kc attempts to be as accurate as possible. However, KC does not warrant that information or other content of this Site is accurate, complete, reliable, current, or error-free. The specific application of information and principles on this Site will vary according to the particular circumstances of each individual.

This Site, and its entire content, is offered by KC for informational purposes only, and is in no way intended to constitute medical or psychological diagnosis or treatment of any kind. Your use of this Site, including for the purpose of communicating with Kc, does not create a psychotherapist/client relationship, nor legal privilege. You should not act upon any information provided on this Site without first seeking individual professional advice.

#### **2. Proprietary Rights**

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<https://riverbankwellness.com> and other Site graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of KC in the U.S. and/or other countries. KC’s trademarks and trade dress may not be used in connection with any product or service that is not KC’s, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits KC. All other trademarks not owned by KC that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by KC.

## **3. Communications with and Submissions to the Site**

### **ELECTRONIC COMMUNICATIONS**

This section is not intended to alter or amend any existing rules, laws, regulations, or standards regarding psychotherapist/client confidentiality or privilege.

KC encourages visitors to submit comments, and other content; send e-mail and other communications; and submit suggestions, ideas, questions, or other information (collectively, "Submissions"), so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, or other malware, commercial solicitation, chain letters, mass mailings, or any form of "spam."

When you visit the Site or transmit any Submissions to KC electronically, you are communicating with KC electronically. By communicating with KC electronically, you consent to receive communications from KC electronically. KC will communicate with you by e-mail or by posting notices on this Site. By communicating with KC electronically, you also agree that all agreements, notices, disclosures and other communications that KC provides to you electronically satisfy any legal requirement that such communications be in writing.

By transmitting any submissions to KC electronically, you specifically acknowledge that you understand that KC makes no warranties or assurances that such submissions will be accessed, read, or responded to by KC.

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of an e-mail, posting or any other Submission.

#### **4. Use and Nature of the Internet**

Given the nature of the internet, the transmission of any communication or Submission to KC via the Site or internet e-mail, whether encrypted or otherwise, cannot be guaranteed in all circumstances as secure. As an alternative to communicating over the internet or e-mail, KC can be contacted by postal mail at 112 Spring Road, Hollsopple PA 15935.

#### **5. Privacy**

KC has a Privacy Statement describing KC's online information gathering and dissemination practices with respect to the Site. Please review the Privacy Statement, which you can locate on the footer of the Site at <https://www.riverbankwellness.com>.

#### **6. Limitation of Liability & Disclaimer of Warranties and Conditions**

Use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. This Site, and all information, content, materials, products, and services included on and in or otherwise made available through this Site, are made available on an "as is," "as available," and "with all faults" basis unless otherwise specified in writing. You expressly agree that use of this Site is entirely at your own risk.

KC makes no representations or warranties of any kind, express or implied, as to the operation of this Site or the information, content, materials, products, or services included on or otherwise made available through this Site.

To the fullest extent permissible by applicable law, KC disclaims all representations, conditions, and warranties, with respect to this Site, the Site Materials on and in and made available through this Site, and the services, information, and products offered in connection therewith, express or implied, written or oral, arising from course of dealing, course of performance, usage of trade, or otherwise, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, accuracy, systems integration, non-interference, quality, title, and non-infringement. The entire risk as to satisfactory quality, performance, accuracy, and effort with regard to any and all Site Materials on and in and made available through this Site is with you.

KC shall not be liable for any direct, special, indirect, incidental, consequential, exemplary, extra-contractual, punitive, or other damages of any kind whatever, including, without limitation, lost revenues or lost profits, which may or do result from the use of, access to, or inability to use this Site, the Site Materials on and in and made available through this Site, or the services, information, and products offered in connection with this Site, regardless of legal theory, whether or not any party had been advised of the possibility or probability of such damages, and even if the remedies otherwise available fail of their essential purpose. Under no circumstances will the total liability of KC to you or any other person or entity in connection with, based upon, or arising from this Site, the Site Materials on and in and made available through this Site, or the services, information, or products offered in connection therewith, exceed the price paid by you for use of this Site.

KC does not warrant that this Site, information, content, materials, products or services included on or otherwise made available to you through this Site, their servers, or e-mail sent from KC are free of viruses or other harmful components.

## **7. Indemnification**

You agree to defend, indemnify, and hold harmless KC, her affiliates, contractors, and partners of any and all type, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including without limitation attorneys' fees and costs) relating to or arising from this Site, your use of this Site, your Submission(s) to the Site, your fraud, violation of law, or willful misconduct, and any breach by you of these Terms and Conditions.

## **8. Corrections and Changes**

KC endeavors to keep the Site and Site Materials on, in, and through this Site up to date. Without limiting anything else in these Terms and Conditions or otherwise, KC is not responsible for any errors or omissions in the Site or Site Materials. KC may make changes to the Site or Site Materials, or to the products, information, or services made available in connection with this Site, at any time with or without notice, and KC makes no commitment to update the information contained on or in this Site. KC reserves the right to terminate your access to this Site in the event that you violate these Terms and Conditions or for any reason whatever, or for no reason, with or without notice, in addition to any and all other remedies available at law or in equity.

## **9. Links to Other Web Sites**

This Site may, from time to time, contain links to other third-party websites for the convenience of users in locating information, products, or services that may be of interest. KC is not responsible for examining or evaluating, and KC does not warrant the offerings of, any of these businesses or individuals or the content of their websites. These sites are maintained by organizations over which KC exercises no control, and KC expressly disclaims any and all responsibility for the content, the accuracy of the information, the security of information provided to any third-party sites, and the quality of products or services provided by or advertised on these third-party sites.

Without limiting anything else in these Terms and Conditions or otherwise, KC does not assume any responsibility or liability for any errors or omissions in the Site or Site Materials, or for the information, links, text, graphics, or other items made available on other websites created, maintained, or otherwise controlled by third parties. You should carefully review the privacy statements and other conditions of use for any third-party material.

## **10. Governing Law, Jurisdiction, and Disputes**

### **GOVERNING LAW**

By visiting the Site, you agree that the laws of the state of Pennsylvania, without regard to principles of conflict of laws, will exclusively govern these Terms and Conditions and any dispute of any sort that might arise between you and KC.

### **JURISDICTION**

By accessing, viewing, or using the works, content, or materials on this Site, you consent to the exclusive jurisdiction of the federal and state courts presiding in Somerset County, Pennsylvania, and agree to accept service of process by personal delivery or mail and hereby waive any and all jurisdictional and venue defenses otherwise available. Any party that unsuccessfully challenges the enforceability of this jurisdiction clause shall reimburse the prevailing party for its attorneys' fees and costs, and the party prevailing in any such dispute shall be awarded its attorneys' fees and costs.

This Site is controlled and operated by KC from her offices within the United States and the State of Pennsylvania. Without limiting anything else, KC makes no representation that the works, content, materials, services, information, or products available on, in, or through the Site are appropriate or available for use in other locations, and access to them from territories where they are illegal, regulated, or otherwise limited, is prohibited. Those who choose to access this Site from other locations do so of their own free will and are responsible for compliance with all applicable laws. The waiver or failure of KC to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of the other rights established under these Terms and Conditions.

### **DISPUTES**

These Terms and Conditions, including, without limitation, the Privacy Statement which is located in the footer of <https://www.riverbankwellness.com>, represent the entire agreement between you and KC with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements,

express and implied, and will be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to principles of conflict of laws.

Any dispute relating in any way to your visit to the Site or to products or services sold, distributed, or provided, by KC or through the Site shall be adjudicated in any state or federal court in Somerset County, Pennsylvania, and you consent to exclusive jurisdiction and venue in such courts.

## **11. Force Majeure**

KC shall not be liable for any damages resulting from a failure or delay in performance caused by causes beyond KC's reasonable control and occurring without her fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers. Without limiting anything else in these Terms and Conditions or otherwise, neither KC, her affiliates, contractors, and partners of any and all type, nor all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys will be liable for any loss resulting from failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems or errors, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, armed conflict or governmental restrictions.

## **12. Your Account**

If you use this Site, you are responsible for maintaining the confidentiality of your private information, including your private health information, for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password, if any. KC does provide products or services directly to Children. If you are under 18, you may use <https://www.riiverbankwellness.com> only with the involvement of a parent or guardian. KC reserves the right to refuse service, terminate accounts, remove or edit content, or cancel access in her sole discretion.

### **1. Site Policies, Modifications, and Severability**

KC reserves the right to make changes to the Site, policies, and these Terms and Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. Headings used in these Terms and Conditions are for reference only and shall not affect the interpretation of these Terms and Conditions.

### **2. Copyright Complaints**

KC respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide KC's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying KC that your copyrighted material has been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- A specific description of the copyrighted work that you claim has been infringed upon;
- A specific description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized or allowed by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

KC's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Copyright Agent

112 Spring Road

Hollsopple PA 15935