

TERMS OF USE

This Terms of Use Agreement (“agreement”) is entered between and by “you” (the reader or user of this website, also known as the “Site”), Dr. Rachel Zoffness (the “Author”) and the Zoffness team (the “team”). Access to the Site, and any use thereof, is subject to the terms and conditions set forth herein. By accessing, reading, or otherwise using the Site, you hereby agree to these terms and conditions.

This agreement contains disclaimers and other provisions that limit the Author’s liability to you. Please read these terms and conditions fully and carefully. If you do not agree to be bound to each and every term and condition set forth herein, please exit the Site and do not access, read or otherwise use the information provided herein.

By accessing the Site and/or reading its content, and/or using it to find information on any other website, you acknowledge and agree that you have read and understand these terms and conditions, that the provisions, disclosures and disclaimers set forth herein are fair and reasonable, and that your agreement to follow and be bound by these terms and conditions is voluntary and is not the result of fraud, duress, or undue influence exercised upon you by any person or entity.

This Site provides general information and discussion about medicine, psychology, health, and related subjects. The words and other content provided on this website, including the workshops, resources section, and any linked materials, are not intended and should not be construed as medical or psychiatric advice. If the reader or any other person has a medical or health concern, s/he should consult with an appropriately licensed doctor, therapist, or other healthcare provider.

Never disregard professional medical advice or delay in seeking it because of something you have read or heard on this website, or in any linked or related materials. If you think you may have a medical or psychiatric emergency, call 911 immediately and contact your medical team. The views expressed on this Site and in these workshops have no relation to those of any academic, hospital, practice or other institution or publication with which Dr. Zoffness is affiliated.

DISCLAIMER REGARDING MEDICAL ADVICE

The Principal Author provides the Site and any services, information, opinions, content, references and links to other knowledge resources (collectively, “Content”) for informational purposes only. The Author does not provide any medical or psychiatric advice on the Site. Accessing, reading or otherwise using the Site does not create a doctor-patient or therapist-client relationship between you and the Principal Author. Providing personal, medical, or health-related information to the Author does not create a doctor-patient or therapist-client relationship between you and the Author. Do not send personal health information (PHI) via this website.

Nothing contained in the Site is intended to establish a doctor-patient or therapist-client relationship, to replace the services of a trained doctor, therapist, or healthcare professional, or otherwise to be a substitute for professional medical advice, therapy, diagnosis, or treatment. You hereby agree that you shall not make any medical, psychiatric, or health-related decisions based in whole or in part on anything contained in the Site. You should not rely on any information contained in the Site or its related materials in making medical, health-related, or other decisions. Please consult a licensed doctor, therapist, or appropriately-credentialed healthcare worker in all matters relating to your health.

DISCLAIMER REGARDING SITE CONTENT AND RELATED MATERIALS

The Content may be changed without notice and is not guaranteed to be complete, correct, timely, current, or up-to-date. Similar to any printed materials, the Content may become out-of-date. The Author undertakes no obligation to update any Content on the Site. The Author may update the Content at any time without notice, based on the Author's sole and absolute discretion. The Author reserves the right to make alterations or deletions to the Content at any time without notice. The Author does not endorse and is not responsible for the accuracy or reliability of any products, services, events, opinions, advice, or statements made on the Site or on linked sites.

Opinions expressed in the Site are not necessarily those of the Author or team. Any opinions of the Author have been considered in the context of certain conditions and are subject to assumptions that cannot necessarily be applied to an individual case or particular circumstance. *Do not base any medical or health decisions* on the information on this website or on linked sites. The Content may not and should not be used or relied upon for any other purpose, including, but not limited to, use in or in connection with any legal proceeding.

In using the Site, you agree to (a) keep intact all trademark, copyright and other proprietary notices; (b) make no modifications to the Materials. You agree to use the Site only for lawful purposes. Unacceptable uses of the Site include without limitation: (i) engaging in any illegal activity or the planning of any illegal activity; (ii) disseminating or transmitting statements or material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) creating, disseminating or transmitting files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, publicity or other intellectual property rights of any person, including the Author; (iv) creating a false identity or otherwise attempting to mislead any person as to the identity or origin of any communication; (v) exporting, re-exporting or permitting the downloading of any message, software or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (vi) interfering, disrupting or attempting to gain unauthorized access to other accounts on the Site or any other computer network; (vii) disseminating or transmitting viruses, spyware, adware, or any other malicious or invasive code or program; or (viii) engaging in any other activity that may be deemed to be inconsistent with the spirit or intent of this Site.

Intellectual Property Rights

Site Materials and Non-Commercial Use: By using this site, you have permission to view and use the Materials and Content subject to these Terms. Unless otherwise specified, the Materials and Content on this Site are for your individual personal and non-commercial use. *You may not sell or modify the Content or Materials;* you may not reproduce, transfer, upload, post, display publicly, or otherwise use the Content or Materials in any way other than as permitted by U.S. copyright law, and as permitted by these Terms. Permission to reprint or electronically reproduce ANY document, slide, text, audio, video or graphic, in whole or in part, for any purpose other than your individual use, is expressly prohibited without prior written consent from the Author. For example, you are expressly prohibited from uploading any of these Materials or Content to any third-party website or platform including social network platforms such as YouTube or Facebook, or to text platforms such as Scribed. Likewise, you may not make our Materials/Content available to anyone else via peer-to-peer sharing technology, even if the Materials/Content remain on your computer or device. *You are prohibited from copying any of this material/content and selling it.* The Author owns, controls or licenses the Materials/Content available on the Site, and the Materials/Content on the Site are protected from unauthorized use, copying and dissemination by U.S. and international intellectual property laws. This includes all workshops. Any commercial or promotional distribution, publishing or exploitation of the Site, or any content, code, data or Materials on the Site is strictly prohibited. You may not “frame,” inline link, or similarly display any of our Content or property, including, without limitation, the Site.

USING CONTACT FORMS

Dr. Zoffness cannot protect nor guarantee the privacy of any information sent via this Site or the internet in general. Do not send any personal health information at any time. Consider all messages carefully and do not send any information that you would like to keep private. By sending any message or information through the Site, you grant the Author the unlimited, perpetual right to distribute, display, publish, reproduce, reuse and copy the information contained therein. You grant the Author the right to modify, adapt, and edit any content that you submit. You are responsible for the information you send, and release Dr. Zoffness from any liability regarding what happens to this information.

Please note that when you register for a workshop, consultation, or appointment, members of the Zoffness Team other than Dr. Zoffness will have access to this information. Members of the Zoffness Team include but are not limited to assistants and website administrators. *The privacy of any and all information submitted via this Site cannot be protected nor guaranteed.* By making a purchase or communicating via this Site, you agree and understand that your information is not confidential.

DISCLAIMER REGARDING THIRD PARTY LINKS

The Site contains links to other (“third party”) web sites. These links are provided solely as a convenience and not as a guarantee nor recommendation by the Author regarding the services, information, opinion or any other content on such third party web sites, nor is it an indication of any affiliation, sponsorship or endorsement of such third party web sites. If you decide to

access a linked website, you do so at your own risk. Your use of other websites is subject to the terms of use for such sites.

The Author is not responsible for the content of any linked or otherwise connected web sites. The Author does not make any representations nor guarantees regarding the privacy practices of, nor the content or accuracy of materials included in, any linked or third party websites. The inclusion of links on the Site does not constitute an endorsement, guarantee, or recommendation. The Author makes no representations and/or guarantees regarding any product or service contained therein. You acknowledge and agree that the Author will not be held responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any of the links, content, goods, or services available on or through the linked websites.

DISCLAIMER OF LIABILITY & ALL WARRANTIES

Content made available on the Site is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied. Under no circumstances, as a result of your use of the Site, will the Author be liable to you or to any other person for any direct, indirect, incidental, consequential, special, exemplary or other damages under any legal theory, including, without limitation, tort, contract, strict liability or otherwise, even if advised of the possibility of such damages. Under no circumstances will Dr. Zoffness be liable to you or to any third party for any consequential, incidental, indirect, punitive or special damages (including damages relating to lost profits, lost data or loss of goodwill), for any loss or damages of any kind that are directly or indirectly related to the Site, its performance, the Materials, User Content; any errors or omission in the Site; any damage to any user’s computer, hardware, software, wireless devices, or technology, even if foreseeable, or even if we have been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability or tort. In no event will the Author be liable to you or anyone else for loss, damage or injury. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

INDEMNIFICATION

You agree to indemnify and hold the Author harmless from any claim or demand, including attorneys’ fees, made by any third party as a result of (1) any content posted or made available by you on this Site, (2) any violation of law that occurs by you through the Site, and/or (3) anything you do using the Site, its links, and/or the Content contained therein.

MODIFICATION

The Author may modify the terms and conditions of this Agreement in whole or in part at any time for any reason without any notice to you, based on her discretion. Such modified terms and conditions shall supersede these terms and conditions and shall become binding when published online on the Site.

ENTIRE AGREEMENT

You accept that this Agreement represents the entire understanding between you and the Author concerning use of the Site.