

Terms of Use and Services Agreement

Welcome to Conversations with Katie!

Thank you for using the Conversations with Katie platform, including use of this website www.conversationswithkatie.org (the “Site”) and the use of the one-on-one conversation services via telephone or video chat offered on the Site (the “Services”). This document serves as Conversations with Katie’s “Terms of Use and Services” and outlines the terms and conditions under which you may use our Site, as well as our Services (the “Agreement”). By using our Site, you are agreeing to fully comply with and be legally bound by this Agreement each time you use our Site. If you do not agree to these terms, you should not use this Site.

I. Definitions

“Conversations with Katie” is the primary name for all of our business activities. Our legal entity is Conversations with Katie, LLC; however, our doing business as and our tradename is “Conversations with Katie”. The term “Conversations with Katie” or “us” or “we” or “our” refers to Conversations with Katie, LLC, the owner of the Site. The term “you” refers to the user or viewer of our Site. Other capitalized terms used in this Agreement shall have the meaning ascribed to such term as provided herein. The content of the pages of this Site is for your general information and use only. It is subject to change without notice.

II. Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement with respect to our Site and Services. This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site and each time you use the Site.

III. Age Requirements

You must be at least 13 years old to use the Site and Services. If you are at least 13, but under 19 (or the age of legal majority to legally enter into this Agreement), you represent that you have your parent or guardian’s permission to use the Site and Service. Please have them read this Agreement with you. If you are a parent or legal guardian of a user under the age of 19, by allowing your child to use the Site and Services, you are subject to the terms of this Agreement and responsible for your child’s activity on the Site and Services.

IV. Copyright

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed by *Limited License Permitted Uses* stated below, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting

of information or materials on the Site does not constitute a waiver of any right in such information and materials. Some of the content on the site is the copyrighted work of third parties.

V. Service Marks

“ConversationswithKatie.com” and others are our service marks or registered service marks or trademarks. Other product and company names mentioned on the Site may be trademarks of their respective owners.

VI. Limited License; Permitted Uses

You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Site strictly in accordance with this Agreement; (b) to use the Site solely for internal, personal, non-commercial purposes; and (c) to print out discrete information from the Site solely for internal, personal, non-commercial purposes and provided that you maintain all copyright and other policies contained therein. No print-out or electronic version of any part of the Site or its contents may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

VII. Restrictions and Prohibitions on Use

Your license for access and use of the Site and any information or documents (collectively defined as “Content and Materials”) therein are subject to the following restrictions and prohibitions on use. You may not:

(A) access, reproduce, print, republish, download, display, distribute, transmit, broadcast, sell, rent, lease, loan, license, alter, modify, create compilations or derivative works of any Content and Materials or otherwise use or make available in any form or by any means all or any portion of the Site or any Content and Materials, except: (1) as expressly authorized in this Agreement; or (2) with prior written permission from us;

(B) use the Site or any Content and Materials obtained from the Site to develop, of as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism;

(C) circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Site (or attempt to do any of these things), including security-related features or features that (1) prevent or restrict the copying or other use of Content and Materials or (2) limit the use of the Site or Content and Materials;

(D) use any Content and Materials from the Site in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties;

(E) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site;

(F) make any portion of the Site available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future;

(G) remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring or discovery software to determine the Site architecture;

(H) use any automatic or manual process to harvest information from the Site, including information that might identify a person unless permitted by that person;

(I) use the Site for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions;

(J) create compilations or derivative works of any Content and Materials from the Site;

(K) use the Site in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations; and

(L) export or re-export the Site or any portion thereof, or any software available on or through the Site, in violation of the export control laws or regulations of the United States.

VIII. Our Relationship to You

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

IX. Linking to the Site

You may provide links to the Site, provided (a) that you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on the Site, (b) your site does not engage in illegal or pornographic activities, and (c) you discontinue providing links to the Site immediately upon request by us. The Site may contain links to other websites. We do not warrant, guarantee and are not responsible for the content, accuracy, or completeness of the information contained in such sites, or opinions expressed in such sites; and such sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked site on our Site does not imply approval or endorsement of the linked site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

X. Advertisers

The Site may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

XI. Information and Press Releases

The Site contains information and may contain press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

XII. Registration

Certain sections of, or offerings from, the Site may require you to register. If registration is requested, you agree to provide us with accurate, complete registration information. Your registration must be done using your real name and accurate information. By registering you are opting in to receiving response correspondence and occasional emails about booking appointments, payment and related correspondence regarding the Services. Each registration is for your personal use only and not on behalf of any other person or entity. If you are arranging for another person to use the Services, such person who ultimately uses the Services hereby agrees to comply with this Agreement. We do not permit (a) any other person using the registered sections under your name; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use.

XIII. Errors, Corrections and Changes

We do not represent or warrant that the Site will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Site will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Site at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.

XIV. Third-Party Content

Third-party content may appear on the Site or may be accessible via links from the Site. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on the Site. You understand that the information and opinions in the third-party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect our belief.

XV. Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to 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.

XVI. Other Liability Terms

A. Services Disclaimer: No Counseling or Counselor-Client Relationship

The Services are for educational and support purposes, and should not be considered as the rendering of the advice of a therapist or licensed counselor for any matter whatsoever. The Services contained on or made available through the Site are not intended to replace and do not constitute the advice, recommendations, or counseling of a therapist under any circumstance and no therapist-client relationship is formed. The Services are not provided by trained therapists. We are not a counseling center and the Site is not a counseling/therapist service.

B. Warranty Disclaimer

THE SITE, CONTENT AND MATERIALS, AND SERVICES PROVIDED FROM OR THROUGH THE SITE ARE PROVIDED “AS-IS,” “AS AVAILABLE,” WITH “ALL FAULTS”, AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE SITE, CONTENT AND MATERIAL AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF THE SITE, CONTENT AND MATERIAL OR THE SERVICES.

IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, MENTAL ANGUISH, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE CONTENT AND MATERIALS AND THE SERVICES PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT IS DISCLAIMED.

C. Limitation of Liability

WE AND ANY AFFILIATED PARTY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING IN ANY WAY FROM:

- (1) any errors in or omissions from the Site, Content and Materials, or any Services obtainable therefrom,
- (2) the unavailability or interruption of the Site or any features thereof,
- (3) your use of the Site,
- (4) your use or non-use of the Services; or
- (5) any delay or failure in performance beyond the control of us and any Affiliated Party.

THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON BREACH OF CONTRACT, WARRANTY, TORT

(INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE AGGREGATE LIABILITY OF US AND THE AFFILIATED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE AND/OR THE CONTENT AND MATERIALS AND/OR THE SERVICES PROVIDED HEREIN OR HEREBY SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED PARTY.

D. Indemnification

You, on behalf of yourself and your agents, heirs, administrators, executors, and personal representatives, 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 (collectively, “Affiliated Parties”) harmless from any liability, loss, claim and expense, including reasonable attorney’s fees, related to your violation of this Agreement or use of the Site and/or Services.

XVII. Privacy Policy

Our Privacy Policy, as it may change from time to time, is a part of this Agreement.

XVIII. Payments

You represent and warrant that if you are purchasing Services from us that (A) any payment information you supply is true and complete, (B) charges incurred by you will be honored by your credit card company, bank, or other online payment platform, (C) you will pay the charges incurred by you at the posted prices, including any applicable taxes or processing fees, and (D) if your initial payment method is dishonored, you will still pay the incurred charges, including any surcharge we may incur due to the dishonored payment.

XIV. Arbitration

Any legal controversy or claim arising from or relating to this Agreement and/or our Service, excluding, in our sole discretion, legal action taken by us to collect or recover damages for (or obtain any injunction relating to) website operations, intellectual property, and payment for or provision of Services, will be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration will be conducted in Miami, Florida and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in Miami, Florida necessary to protect our or your rights or property pending the completion of arbitration. Each party will bear half the arbitration fees and costs.

XX. About this Agreement

A. Choice of Law and Jurisdiction

This Agreement will be treated as if it were executed and performed in Miami, Florida and will be governed by and construed in accordance with the laws of the state of Florida without regard to conflict of law 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 Site or Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

B. Nontransferable

Your right to use the Site is not transferable or assignable.

C. Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the Services provided as advertised therein.

D. Severability and Survival

Should any part of this Agreement 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 or Materials 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 a provision, nor of the right to enforce such a provision. Our rights under this Agreement will survive any termination of this Agreement.

E. Limitation on Legal Action

YOU AND CONVERSATIONS WITH KATIE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES, SITE AND/OR CONTENT AND MATERIALS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Effective as of April 13, 2020