## TERMS AND CONDITIONS OF USE FOR GATEWAY TO WELLNESS, LCSW, PLLC WEBSITES

By accessing or using any of the Gateway to Wellness, LCSW, PLLC ("Gateway to Solutions") Internet properties including, without limitation, list serves, social media sites (i.e., Twitter, Facebook, Linkedin, Instagram, Pinterest), or any other electronic means of communication or information exchange, now in existence or which come into existence in the future (collectively referred to as the "Gateway to Solutions websites") you agree to comply with and be bound by these Terms and Conditions of Use ("Terms of Use"). Please read these Terms of Use carefully and Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Privacy Policy which is incorporated herein by reference. If you do not agree to these Terms of Use and the Privacy Policy, you may not access or use the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions."

You may print or save a copy (PDF) of these Terms of Use for your records.

- License Grant. You are granted a personal, revocable, limited, non-exclusive, nontransferable license to access and use the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" conditioned on your continued acceptance of, and compliance with, these Terms of Use. You may use the Gateway to Wellness, LCSW, PLLC, "Gateway to
  - Solutions," and the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content (as defined below) for your noncommercial personal use and no other purpose. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" reserves the right to bar, restrict or suspend any user's access to the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions," and/or to terminate this license at any time for any reason. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" reserves any rights not explicitly granted in these Terms of Use.
- 2. License Restrictions. Unless otherwise expressly stated in these Terms of Use or unless you receive Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" websites, any Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content (as defined below), or any portion thereof. Further, you may not (i) use the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" websites for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" websites, including Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content; (ii) interfere with the proper working of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" websites

- including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, or other limiting routine, instruction or design; or (iii) interfere with any other person's use and enjoyment of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" websites.
- 3. Your Acceptance; Revisions to Terms of Use. The Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website is available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" regarding your use and access to the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website. By accessing or using the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website, you agree to the Terms of Use. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" reserves the right to revise these Terms of Use at any time in its sole discretion, and without specific notice to you, by posting revised Terms of Use to the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website. Your use after such change signifies your acceptance of all the terms and conditions contained within the Terms of Use effective at that time. You will be responsible for regularly reviewing these Terms of Use for updates and/or changes.
- 4. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Policies; Additional Terms and Conditions. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Privacy Policy, as well as other additional terms and conditions applicable to certain portions of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website (collectively "Additional Terms and Conditions") are incorporated herein by reference. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity you choose to participate in, the Additional Terms and Conditions shall govern.
- 5. Personal Information. Certain features and areas of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website are available to submit personal information. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your personal information. You must contact Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" immediately if you become aware of or believe there is or may have been any unauthorized use of your personal information.
- 6. <u>Privacy Policy</u>. For information about Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions's" data protection practices and Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" use and protection of your personal information, please read Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" <u>Privacy Policy</u> which is incorporated into and made a part of these Terms of Use.
- 7. User Obligations. You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website and not interfere with the use and enjoyment of the Gateway to Wellness, LCSW, PLLC, "Gateway to

Solutions" website by other users or with Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" operation and management of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website, including, without limitation, information required to be provided through a Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website forms. If you submit any false, inaccurate, untrue, unauthorized, or incomplete information, Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" reserves the right to terminate your use of the Gateway to Wellness LCSW, PLLC, "Gateway to Solutions" website. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website, or defame or otherwise harm any party, including Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions," through your use of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website. 8. User-Generated Content. The Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" does not claim ownership of content that you post on or through the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website, such as comments or posts that you submit on forums, blogs, listservs, or other electronic means of communication ("User-Generated Content"). When submitting User-Generated Content, you will abide by this Terms of Use incorporated herein by reference. You also acknowledge that you alone are fully responsible for the User-Generated Content you submit and that you own or have the rights to use the User-Generated Content. You agree that by submitting the User-Generated Content, you hereby grant to the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" a perpetual, non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, download, duplicate, display, distribute, modify and create derivative works of the User-Generated Content, subject to the APA's Privacy Policy.

9. Proprietary Rights. The content of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website includes, without limitation, (i) APA's trademarks, service marks, seal, logos, brands, and brand names, trade dress and trade names, and other distinctive identification (collectively " Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Marks"); and (ii) information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, text, images, photographs, audio and video material, and artwork, and (iii) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website (the items identified in subsections (i) (ii) and (iii) shall be collectively referred to herein as " Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content"). Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content is the property of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions," its licensors, sponsors, partners, advertisers, content providers, or other third parties and is protected by law including, but not limited to,

United States copyright, trade secret, patent, and trademark law, as well as other states, national and international laws, treaties and regulations. The reproduction, transmission, distribution, sale, publication, broadcast, circulation, or dissemination of any Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content by you, or by you through any other person or entity, is prohibited unless express written consent is separately obtained from the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" or the owner of such content if the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" is not the owner. Any use of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Marks without Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" express written consent is strictly prohibited. You may not alter, delete, obscure, or conceal any copyright or other notices appearing in the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content, including any such notices appearing on any Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content you are permitted to download, transmit, display, print, or reproduce from the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website.

- 10. Responsibility for the use of the Internet and Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website. Use of the Internet and the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website is solely at your risk and is subject to all applicable local, state, national, and international laws and regulations. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" does not guarantee the confidentiality or security of any communication or other material transmitted to or from the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website over the Internet or other communication network. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" shall not be obligated to correct or update the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website or the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content and Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" shall not be liable for omissions, typographical errors, or out-of-date information which may appear on the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" websites.
- 11. Medical Disclaimer. The information available on and through the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" is websites is presented in summary form as a supplement to, and NOT a substitute for, the knowledge, skill, and judgment of qualified psychiatrists, psychologists, physicians, licensed mental health clinicians, and health care professionals. The information has been obtained from sources believed to be accurate and reliable. However, Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" makes no warranty on the accuracy, reliability, or completeness of this information. Should you have any health, medical, mental health, or disability questions or concerns, please consult a licensed mental health clinician or other health care professional. Information accessed on or through Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website is neither complete nor exhaustive and does not cover all disabilities, diseases, illnesses, and physical conditions or their management or treatment. Information accessed on and through Gateway to Wellness, LCSW, PLLC,

- "Gateway to Solutions" s website is provided "AS IS" and without warranty, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. The information provided on the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website is provided for general information only.
- 12. Patient Information. The Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website, including any public forums which you may access via the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website, may contain confidential patient information ("Patient Information"). State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to patient confidentiality that may limit your ability to receive, disclose, or make use of Patient Information, including transmitting Patient Information to others. You warrant that you will comply with all laws that may directly or indirectly govern your retrieval, use, transmission, processing, receipt, reporting, disclosure, or storage of Patient Information. You are solely responsible for obtaining and maintaining any patient consents, if applicable, and all other consents or permissions required by law or advisable with respect to your retrieval, use, transmission, processing, receipt, reporting, disclosure, or storage of Patient Information. You shall be solely responsible for your retrieval, use or misuse, transmission, processing, receipt, reporting, disclosure, or storage of Patient Information.
- 13. Third-Party Information. The Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers, or other information made available by third parties such as content providers and other users of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website are those of the respective third party and not of Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" or its affiliates. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third-party materials, information, services, or products. Comments posted in the blog section of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" websites do not necessarily reflect the position of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" or any of its subsidiaries or related organizations.
- 14. Links to Third-Party websites. The Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website may provide links to other sites on the Internet for your convenience. These other sites are maintained by third parties over which Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" exercises no control. The appearance of any such third-party links is not intended to endorse any particular company or product. If you decide to access any third-party sites linked to the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website, you do so entirely at your own risk. The Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" shall not be responsible for any loss or damage of any kind incurred due to the presence of such advertisements on the

- Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website. Further, the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" shall not be responsible or liable for the statements or conduct of any third-party advertisers appearing on the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website. You shall be solely responsible for any correspondence or transactions you have with any third-party advertisers.
- 15. Links to Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" websites and Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content. Links posted by third parties to the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content may not use the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" logo. They shall not suggest that Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" promotes or otherwise endorses any third-party products, business relationships, services, causes, campaigns, websites, content, or information. Any links to any portion of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website shall be the responsibility of the linking party. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" reserves the right to require any linking party to disable or remove any link that violates Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content.
- 16. Warranties Disclaimed. THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website AND Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions", ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, OR TRUSTEES NOR ANY OF ITS AGENTS, REPRESENTATIVES, SUPPLIERS, ADVERTISERS, PROMOTIONAL PARTNERS, OR LICENSORS (COLLECTIVELY "Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" PARTIES") PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY THAT (i) THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" websites OR Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" CONTENT, OR ANY RESULTS THAT MAY BE OBTAINED BY YOU, ARE COMPLETE, ACCURATE, RELIABLE OR NON-INFRINGING; (ii) ACCESS TO THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OBTAINED BY YOU THROUGH THE APA websites WILL MEET YOUR EXPECTATIONS; OR (iv) Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" CONTENT WILL REMAIN UNCHANGED OR ACCESSIBLE ON THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

- 17. Limitation of Liability. THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" PARTIES SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING (i) OUT OF THE USE OF OR INABILITY TO USE THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website AND/OR ANY Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" CONTENT; (ii) FROM ANY INTERRUPTION IN THE AVAILABILITY OF THE APA websites AND/OR Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" CONTENT; (iii) FROM ANY LOSS OF DATA AND/OR FROM ANY EQUIPMENT FAILURE; (iv) OUT OF THE PROCUREMENT SERVICES RESULTING FROM ANY PROBLEMS WITH THE CONTENT AND/OR SERVICES PURCHASED OR OBTAINED FROM THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website; (v) FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (vi) FROM STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website; (vii) FROM ANY DELAY OR FAILURE OF THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website ARISING OUT OF CAUSES BEYOND Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" S CONTROL; (viii) OUT OF THE USE OF, REFERENCE TO, OR RELIANCE ON, THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" CONTENT; (ix) OUT OF ANY THIRD PARTY MATERIALS, INFORMATION, PRODUCTS AND SERVICES CONTAINED ON, OR ACCESSED THROUGH, THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website (x) OUT OF ANY CONTENT, MATERIALS, ACCURACY OF INFORMATION, AND/OR QUALITY OF THE PRODUCTS, SERVICES OR MATERIALS PROVIDED BY OR ADVERTISED ON THIRD-PARTY websites; OR (xi) OUT OF ANY OTHER MATTER RELATING TO THE Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website OR Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" CONTENT. In the event, you are dissatisfied with, or dispute, these Terms of Use, the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website and/or the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content, your sole right and exclusive remedy is to terminate your use of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website, even if that right or remedy is deemed to fail of its essential purpose. You confirm that Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" has no other obligation, liability, or responsibility to you or any other party.
- 18. Exclusions permitted by law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

  ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 17 AND 18, WHICH ARE

- LAWFUL IN YOUR JURISDICTION, WILL APPLY TO YOU AND Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 19. Indemnification. To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Parties from and against all claims arising from or in any way related to your use of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website and/or Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content, a violation by you of these Terms of Use, or any other actions connected with your use of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website and/or Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorney's fees. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" will provide prompt written notice of any such claims. However, failure to provide such notice will not release you from any of your obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Parties other than under this Section.
- 20. Term and Termination. These Terms of Use will take effect at the time you begin accessing the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" reserves the right, with or without notice, at any time and for any reason to deny you access to the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website, or any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website, including any Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content, in your possession.
- 21. Arbitration; Venue. Any controversy or claim you have arising out of or relating to these Terms of Use shall be brought solely by you as an individual and not as part of or representative of a class. To the fullest extent permitted by law, any controversy or claim you have shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for the resolution of commercial disputes. The arbitration shall be held in New York City, New York state. All submissions to the arbitrator, the proceedings, and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The courts of the New York City, New York shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any controversy or claim you have arising out of or relating to these Terms of Use. You

- agree to unconditionally and irrevocably submit to such courts' exclusive jurisdiction and venue, and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum, or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use.
- 22. Governing Law. These Terms of Use and all matters regarding your use of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website shall be governed by, construed in accordance with, and enforced under the laws of the New York state applicable to contracts made and executed and wholly performed in New York, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply, and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative, or regulatory proceedings.
- 23. Waiver and Severability. The failure of Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.
- 24. Contact Information. If you have any questions or concerns regarding these Terms of Use or the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website, please visit our "Contact Us" page.
- 25. Statute of Limitations. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.
- 26. Use of Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website and Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content outside of the United States. Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" makes no claims regarding access or use of the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website or the APA Content outside of the United States. If you use or access the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" website or the Gateway to Wellness, LCSW, PLLC, "Gateway to Solutions" Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.