



SMILE THERAPY SERVICES

TRANSFORMING INDIVIDUALS FROM THE INSIDE OUT

Website Terms of Service & Use Agreement (aka Terms & Conditions or Terms of Use)

Terms of Service and Use Agreement

Please read this Agreement carefully before using this website.

This web page represents a legal document and is the Terms of Service and Use Agreement ("Agreement") for www.smiletherapyservices.com ("Website"), as owned and operated by Smile Therapy Services, LLC. The Agreement is a legal agreement between you ("user") and SMILE Therapy Services, LLC, (and not Therapysites or any other platform that may host our Website), and also governs your use of Services (as defined below) obtained through this Website and all SMILE related or linked domains or subdomains. By using our Website, you agree to fully comply with and be bound by the following Agreement each time you use our Website. Please review the following terms carefully. **If you do not agree to be bound by this Agreement in its entirety, you are not authorized to use our may not access or use our Website.**

In this Agreement, use of the words "user", "you", and "your" refers to each individual user who may interact with the Website, and "SMILE", "Company", "we", "us" and "our" refers to SMILE Therapy Services, LLC. "Services" include, but are not limited to, the various types of mental health services provided by SMILE and its subsidiaries, or other information available through the Website. All such Services and related content, whether written, verbal, or transmitted via other media formats, are the intellectual property of and are owned by SMILE.

By accessing and using our Website, you agree that you are at least 18 years old or supervised by a parent or guardian, and legally able to agree this Agreement.

General Disclaimer

The content of this site is for informational and educational purposes only. Nothing found on this Website is intended to be a substitute for professional therapeutic, psychological, psychiatric or medical advice, diagnosis, or treatment. Your use of this Website does not automatically create or constitute a therapist-client relationship with SMILE Therapy Services, LLC.

User's decision to use educational information provided through this Website or related services and communications is purely voluntary and user acknowledges, understands, and agrees that they use such information at their own risk. SMILE is not liable for any harm or damages arising from or related to any Website visitor's use or non-use of information or content provided through this Website.

SMILE does not make any guarantees of users results or likely outcome from use of the general information contained on this Website. More specifically, SMILE does not guarantee any specific outcome of any kind, whether physical, emotional, psychological, social, spiritual, or otherwise.

No Professional Relationship or Advice

You hereby acknowledge that nothing contained in the Website shall constitute medical or professional advice and that no professional relationship of any kind is created by your access and use of the Website. Neither SMILE nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with the facts of your specific situation.

Acceptable Use

You agree not to access or use the Website or Services in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes this Agreement. You shall not post, use, store or transmit any of the following:

1. a message or information under a false name;
2. information that is unlawful, libelous, defamatory, abusive, vulgar, obscene, racist, fraudulent, predatory of minors, harassing, threatening or hateful to any person;
3. unsolicited email and/or advertisement or promotion of goods and services;
4. any content that may cause damage to a third party;
5. any content which may constitute, cause, or encourage a criminal action or violate any applicable law; and
6. information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others.

You shall not attempt to disrupt the operation of our Website by any method, including through use of viruses, Trojan horses, worms, time bombs, keystroke logger, spyware, adware, denial of service attacks, flooding, or spamming. You shall not use the Website in any manner that could damage, disable, or impair our Website. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper, malicious code, or other means to access our Website servers for any purpose. Neither SMILE nor its affiliates are under any obligation to respond to messages posted through our Website. You are solely responsible for the information or material you post on our Website.

Privacy Policy

The Company respects your privacy. Please refer to our Privacy Policy (found in the footer of our website at www.smiletherapyservices.com), which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use our Website or Services, you signify your agreement to the Privacy Policy as well as this Agreement.

Information & Passwords

You may be asked to register and create a personal account to access certain features and functions of the Website. You are solely responsible for maintaining the confidentiality of the user ID and password, and are fully responsible for all activities that occur under your account. The Company does not retain liability or responsibility for such use.

User Submissions

In your use of this Website, you may submit comments, suggestions, reviews, questions, and other information. However, any submissions that contain illegal, obscene, or threatening information will be removed, and you may be prohibited from future use of this Website. You also may not submit any type of spam including, but not limited to, mass mailings or chain letters, political campaign material, or commercial solicitations. You may not transmit any information which infringes on another party's intellectual property, invades the privacy of another, or in any other way causes injury to another individual. You may not transmit data containing software viruses. Any violation of this Agreement may result in an immediate termination of your right to access this Website and may prohibit you from future use of this Website.

We reserve the right to edit and remove any content generated by or involving you on our Website. We assume no responsibility or liability for any content sent or posted by you or any other person.

Subject to the terms set forth in our Privacy Policy, user submissions will be treated as confidential only to the extent required by law. Otherwise, your submission of data or information to us will not form a confidential relationship, nor will it create any expectation of confidentiality between you and SMILE.

Intellectual Property Rights and Limited License

SMILE reserves rights to all content, information, data, text, logos, design elements, headers, service marks, trademarks, photographs, images, videos, blog posts, program and product names, graphics, color schemes and artwork published, to the extent protectable, on this Website, as well as any and all information assessed through this Website which is proprietary.

All Content available on or through the Website or through our Services is the property of SMILE or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law. You agree not to reproduce, modify, retransmit, distribute, disseminate, sell, exploit, publish, broadcast, or circulate the content received through the Website or any Service to any third party. All content and accompanying information made available for purchase and/or download is the copyrighted work of SMILE or its licensors. Any copies made of information obtained from SMILE must include all applicable copyright notices.

Subject to the terms of this Agreement, SMILE hereby grants you a limited, non-transferrable, non-exclusive, revocable license to use its content only to the extent necessary to use the information or Services for their intended purpose(s). If you purchase any product or service through our Website, you may download purchased content subject to a limited, non-transferrable, revocable license for your own personal, non-commercial use to download, view, and copy the material. You are prohibited from reselling or distributing such purchased material. The license granted herein does not permit you to, and you agree not to:

1. modify, translate, reverse engineer, disassemble, decompile, or create derivative works of our content or allow a third party, whether directly or indirectly (including, but not limited to the direct or indirect use of wizards, agents, bots, or other utilities), to modify, translate, reverse engineer, disassemble, decompile, or create derivative works of the Service; or
2. transfer, distribute, sell, lease, rent, disclose or provide access to the Service to any third party or use the Service to provide service bureau, time sharing or other services to third parties.

No other use of our content is permitted without the express written consent of SMILE.

If you violate any portion of these terms, you must destroy any copies you made of our content immediately and your right to access and use this Website and content shall terminate automatically. We reserve the right to take any and all appropriate legal action against infringement upon our intellectual property rights. Furthermore, if your violation of this Agreement involves or relates to materials you have purchased through this Website, we reserve the right to revoke your access to that material, without refund, and take any appropriate legal action.

Your License to Us

By publicly posting any original content on our Website (including, our social media platforms), you agree to assign any intellectual property rights to that content to us in exchange for the good and valuable consideration of accessing and using our Website and social media platforms.

If you submit to us your original content through our Website, social media accounts, webinars, or any other public medium, you acknowledge, understand, and agree that you are granting us an irrevocable, unlimited, non-exclusive, perpetual, and royalty-free worldwide license to copy, edit, use, distribute, sell, or publicly display any content you post.

Copyright Claims

We will review all copyright infringement claims that we receive and remove any content posted or distributed in violation of U.S. copyright law. To notify us of a claim of copyright infringement, please include all information and details required by the Digital Millennium Copyright Act and send notice of your claim to the Company using our contact information located at the end of this Agreement.

Technology Disclaimer

By accessing and using this Website, you acknowledge, understand, and agree that SMILE makes no representations, warranties, or guarantees regarding the function or condition of our Website including any features or links. You further understand and agree that SMILE shall not be liable to you for any loss, damage, inconvenience, or interruption to your business caused by the existence of viruses, or lack of accessibility or availability of this Website.

Testimonials

At various places on this Website, you may find testimonials from clients and customers of the products and services offered on this Website or by the Company. The testimonials are actual statements made by clients and/or customers and have been truthfully conveyed on this Website.

Although these testimonials are truthful statements about results obtained by these clients and/or customers, the results obtained by these clients and/or customers are not guarantees. You specifically recognize and agree that the testimonials are not a guarantee of results that you or anyone else will obtain by using any products or services offered on this Website or by the Company.

Hyperlinks

Any link (including a hyperlink, button, or referral device of any kind) used in the Website is provided for your use and convenience. The appearance of a link does not constitute an endorsement, recommendation, or certification by SMILE, nor should the presence of a link in any way be construed as a suggestion that any third-party website has any relationship to SMILE. SMILE does not endorse the content

on any third-party websites. SMILE is not responsible for the content of linked third-party websites or third-party advertisements and does not make any representations regarding its content or accuracy. SMILE does not knowingly link to websites that may infringe on valid and existing trademarks, service marks, copyrights, or patents. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such websites.

OPTIONAL REVIEWS

At various times, we may provide reviews of products, services, or other resources. This may include reviews of books, services, and/or software applications. Any such reviews will represent the good-faith opinions of the author of such review. The products and services reviewed may be provided to the Company for free or at a reduced price as an incentive to provide a review. Regardless of any such discounts, we will provide honest reviews of these products and/or services. You recognize that you should conduct your own due diligence and should not rely solely upon any reviews provided on this website.

No Guarantees

You agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. You recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others – whether clients or customers of the Company or otherwise – applying the principles set out in this Website or through any of our services are no guarantee that you or any other person or entity will be able to obtain similar results.

Payments and Fees

Website users must pay any and all applicable fees and taxes for purchases of services or products they make on our Website. You must provide accurate and up-to-date billing and credit card information. By making a purchase, you consent to SMILE authorizing your credit card, debit card, bank account, or any other payment form provided to process the full payment of fees and applicable taxes, through our third-party payment processor.

If your billing information changes or your account or credit card is lost, stolen, or compromised, you must promptly inform us. If your purchase requires ongoing automatic payments and the credit card information you provided us with expires, you hereby authorize SMILE to determine or obtain replacement expiration dates for your credit card in order to process your authorized payment.

Refund Policy

Except as prohibited under applicable law, SMILE may at its sole discretion provide a full, partial, or pro-rated refund for services rendered. Please consult the relevant refund policy for each specific product or service before completing a purchase. All Refund requests should be submitted to info@smiletherapyservices.com. We will respond within 24 hours with a decision of your request.

Termination

Any violation of this Agreement may lead to termination of user's access to this Website and/or appropriate legal action. SMILE has the right (but not the obligation) to refuse to provide access to the Website or any of its Services to any person, agency, or organization for any illegal or improper use of the service, nonpayment or other material misuse of the Website or the Services. SMILE reserves the right to change, suspend, or discontinue all or part of the Website or its Services, temporarily or permanently, without prior notice. In our sole discretion, SMILE may, for any reason, limit, restrict, suspend, or terminate your access to this Website without prior notice or liability. We also reserve the right to refuse service, remove or edit content, and terminate accounts (if applicable).

Compliance with Applicable Laws

Our Website is based in the United States. If you access or use our Website, or view, download, purchase, or use content or information from our Website, you do so at your own risk. We make no claims as to whether our Website, content or information may be accessed, used, viewed, or downloaded outside of the United States.

Disclaimer of Warranties; Limitation of Liability

THIS WEBSITE AND ANY CONTENT CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE RESERVE THE RIGHT TO MAKE CHANGES, ADDITIONS, CORRECTIONS, AND IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE. WE MAKE NO REPRESENTATIONS OR GUARANTEES OF THE ACCURACY OF ANY INFORMATION ON THIS WEBSITE. WE ARE NOT RESPONSIBLE FOR ANY TECHNICAL, TYPOGRAPHICAL, OR PRICING ERRORS ON THIS WEBSITE, EXCEPT AS REQUIRED BY LAW. YOU USE THIS WEBSITE AT YOUR OWN RISK.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SMILE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SMILE DOES NOT WARRANT THAT THIS WEBSITE WILL OPERATE FREE FROM ERROR, DESTRUCTIVE FEATURES, COMPUTER VIRUSES OR OTHER CONTAMINATION.

FURTHERMORE, SMILE DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY, CORRECTNESS, RELIABILITY, OR YOUR RESULTS FROM YOUR USE OF THE CONTENT, SERVICES, INFORMATION, OR PRODUCTS OF THIS WEBSITE.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO OR ARISING OUT OF YOUR RELATIONSHIP WITH THE COMPANY MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

IN NO EVENT, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, INCLUDING LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA, OR BUSINESS DISRUPTION, THROUGH ANY ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATED TO YOUR USE OF THIS WEBSITE OR ANY CONTENT CONTAINED ON THIS WEBSITE. IN ANY AND ALL CIRCUMSTANCES, YOUR MAXIMUM REMEDY AND THE MAXIMUM LIABILITY OF SMILE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, OR OTHERWISE), SHALL BE LIMITED TO THE FEES YOU HAVE PAID TO US IN CONNECTION WITH ANY SERVICES OR PRODUCTS PURCHASED DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO YOUR CLAIM.

Indemnification

BY ACCESSING AND USING THIS WEBSITE, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SMILE FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, EXPENSES, LIABILITIES, CAUSES OF ACTION, AND/OR CLAIMS ARISING OUT OF OR RELATED TO YOUR BREACH OF THIS AGREEMENT, YOUR VIOLATION OF THIRD PARTY RIGHTS, OR YOUR MISUSE OF THIS WEBSITE OR OUR CONTENT. USER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SMILE, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF THE USE OF THIS WEBSITE BY USER OR USER'S ACCOUNT.

Dispute Resolution

If a dispute arises from or relating to this Agreement, our content, or Website, and the Parties are unable to settle the dispute through direct communication, the Parties agree to first try to settle the dispute by mediation with the help of a mutually agreed upon mediator in Washington, D.C. The Parties shall share any costs and fees related to the mediation equally, other than attorney fees. If mediation does not resolve a controversy or claim arising out of or related to this Agreement, the Parties further agree that any unresolved controversy or claim arising out of or related to this Agreement will be settled by arbitration administered by the American Arbitration Association and the judgment on the arbitration award may be entered in any court having jurisdiction over the matter.

ANY ARBITRATION UNDER THESE TERMS AND CONDITIONS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS/REPRESENTATIVE/COLLECTIVE ACTIONS ARE NOT PERMITTED. USER AGREES THAT THEY MAY BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A CLASS ACTION. FURTHER, UNLESS BOTH YOU AND SMILE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE USER'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Non-US Users

You agree that the courts of the country in which you reside shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with our Website or Services, this Agreement or their subject matter or formation. Alternatively, in limited circumstances, if you are located in the EU you may raise a dispute with an alternative dispute resolution body via the EU Commission's Online Dispute Resolution Body.

Jurisdiction

The terms of this Agreement will be governed by the laws of Washington, D.C., without regard to any conflict of laws, rules or principles. You agree to submit to the venue and jurisdiction of the Washington, D.C. courts in the case that mediation or arbitration is not successful or is assigned or appealed to a civil court, and waive any defense of forum non conveniens. Through your access and use of this Website, you are deemed to have knowingly and voluntarily waived any right to a trial by jury in any case or controversy related to this Agreement, your use of this Website, or your use/access to any services provided by or products purchased from SMILE.

General Notice & Changes to this Agreement

SMILE's failure to enforce any right or provision of this Agreement will not be considered a waiver of those rights. If any provision of this Agreement is held to be invalid or unenforceable by a court, the remaining provisions of this Agreement will remain in effect. Notices required to be given to you by SMILE may be delivered by electronic mail to the addresses you provide to SMILE. This Agreement constitutes the entire agreement between SMILE and yourself regarding the Website and supersedes and replaces any prior agreements you and SMILE might have regarding the Website.

SMILE may revise this Agreement from time to time without notice to you, except for material changes. By continuing to access or use our Website after those revisions become effective, you agree to be bound by the revised Agreement. We encourage you to read and review this Agreement periodically.

Contact Us

We welcome your questions or requests regarding this Agreement. Please contact us at:

SMILE Therapy Services, LLC
650 I Street NE
Washington, DC 20002
info@smiletherapyservices.com

Effective Date: This Privacy Policy was last updated on 3/16/2022 and is deemed effective as amended as of this date.

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