

# Website Terms & Conditions

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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 as to any visitor who has visited the Site before the change was made.

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### **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.

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

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

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## 4. Use and Nature of the Internet

Given the nature of the internet, the transmission of any communication or Submission to JJ 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, JJ can be contacted by postal mail at: 924 7th Ave NE Olympia, Washington 98501.

## 5. Privacy

JJ has a Privacy Statement describing JJ's online information gathering and dissemination practices with respect to the Site. Please review the Privacy Statement, which is incorporated into these Terms and Conditions by reference, as if set forth fully herein, and which also governs your visit to the Site. **Additional information about your rights with respect to your private information is available in the (HIPAA) disclosure statement available at [www.joanis-caseboltcounseling.com](http://www.joanis-caseboltcounseling.com) or directly from JJ.**

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## **7. Indemnification**

You agree to defend, indemnify, and hold harmless JJ, 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.

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

### **GOVERNING LAW**

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### **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 Thurston County, Washington, 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 who unsuccessfully challenges the enforceability of this jurisdiction clause shall reimburse the prevailing party for its attorney's fees and costs, and the party prevailing in any such dispute shall be awarded its attorneys' fees and costs.

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## **12. Your Account**

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## **14. Copyright Complaints**

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- 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.

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

Copyright Agent  
924 7th Ave NE Olympia, Washington 98501  
USA

e-mail: [jill.joanis@gmail.com](mailto:jill.joanis@gmail.com)