Terms & Conditions of Use: Emotional Support Animal Webinar

By registering for this program, you, the purchaser of the webinar titled **The Basics: What Mental Health Providers Need to Know About Emotional Support Animals** outlined below (hereinafter "Client") agree and willingly purchase entry into this webinar program, to be provided with services rendered by Rebecca Stone, LMHC, acting as part of Stone Counseling & Consulting Services, LLC, a Florida Limited Liability Company, (hereinafter "Consultant"), and you agree you are voluntarily entering into a legally binding Agreement with Consultant, inclusive of the following terms and conditions mutually agreed upon:

For good and valuable consideration of **sixty-seven U.S. Dollars ($67)** Client has agreed to purchase the aforesaid webinar (hereinafter "Program"). In exchange, Consultant agrees to provide the services outlined in the Program Details below, and Program Outline Addendum attached hereto.

1. **Program Outline:**
    A. Client agrees and understands that he/she is purchasing a one-time, time-limited live webinar titled **"The Basics: What Mental Health Providers Need to Know About Emotional Support Animals"** as advertised at https://www.crowdcast.io/e/ffspyj6r/register. Included with registration is one and a half (1.5) NBCC hours which are available for Clients who participate in the live webinar in its entirety. (See Continuing Education Policy section below for more details.) A replay of the webinar will not be available and CE certificates will not be available/provided to participants who did not participate in the live webinar and/or submit their attestation form as outlined below.
    B. Client acknowledges that he/she has read the Program Outline Addendum and conducted any additional research necessary to feel he/she understands what is being provided via the webinar as well as what is not included. Client agrees to be bound by the terms and conditions outlined herein, as well as the general policies and procedures that can be found in this Agreement and on Consultant's website.
2. **Confidentiality**
    A. Consultant respects each client's privacy, and will not reveal anything said by Client in webinar sessions without prior written consent from Client, other than in the following scenarios:
        i. Suspected harm or abuse to another individual or self, fee or contractual dispute, unintentional breach due to electronic or online communication (including but not limited to e-mail, Facebook messenger, Instagram direct messaging, WhatsApp), and phone and video recorded sessions.
    B. This Agreement is considered a mutual non-disclosure agreement, meaning both Client and Consultant agree not to disclose, reveal, or make use of any confidential information they may learn about either party during discussions, webinar sessions, calls, emails, or otherwise. Such "Confidential Information" includes, but is not limited to, financial information, training strategies, exercises, or other methodologies Client learns as a result of working with Consultant, plans or outlines for future programs or packages, information contained in documents or any other original work created by Consultant, and any and all other intellectual property (discussed below.) Client understands and acknowledges that this information is not to be openly shared with others who have not participated in Consultant's program, and agrees not to share, copy, or distribute any documents or other proprietary information obtained through Program. Client agrees that he or she will be in violation of these Terms of Use if he or she uses any of the Content outlined as his/her own material, or repurposes and uses the Content in his/her own training business without express written permission of Consultant. Client also understands and agrees he/she will not disclose or use any information provided to Client during webinar sessions, discussions, or otherwise.
    C. Client and Consultant agree that the responsibility to refrain from disclosing or sharing any and all Confidential Information learned as a result of Client working with Consultant shall survive the expiration of this Agreement and Consultant's services. This means Client and Consultant both agree to

continue to keep Confidential Information private, even after the completion of working with Consultant.

D. Should Client breach this provision and disclose confidential or proprietary information belonging to Consultant or another participating in the Program, Client understands additional action may be taken by Consultant up to and including legal action.

E. If any services within Program include sessions via phone, Skype, or any other form of online video or audio session, Client understands the risks and potential consequences of such sessions, including but not limited to the possibility that the transmission of information could be distorted, interrupted, or accessed by unauthorized persons. Client gives his/her informed consent to engage in phone or online video sessions as part of his/her webinar package.

F. Client also understands that due to the "group" nature of the Program, he/she may also obtain access to or otherwise become exposed to confidential or proprietary information belonging to other clients within the same group program via the community chat board available to all members within the webinar. Client understands and agrees he/she will not disclose, steal, use, distribute, copy, or otherwise share or use any proprietary or confidential information belonging to another client in the group program. Client understands if he/she violates this provision, he or she may be liable to the third-party group member for infringement. Client will hold Consultant harmless from any such third-party action taken against Client for such infringement or disclosure.

3. Testimonials

A. Consultant may request Client respond to a survey(s) or provide a testimonial to be published on Consultant's website, or on various sales materials for this or another Program created by Consultant. Client understands that he or she is not required to give any testimony, and understands that the choice to do so is freely up to Client. There will be no ramifications or change in relationship between Consultant and Client if Client refuses testimonial.

B. If Client accepts and provides Consultant with a testimonial, Client understands the material, along with a photo of Client, will likely be published on Consultant's website or otherwise. Should Client agree to provide a testimonial, Client will agree to review and sign an additional Release, confirming same, and confirming Consultant's rights to use Client's testimonial. No payment or additional services will be provided in return for Testimonial, and Client understands he or she is granting Consultant an unlimited, irrevocable license in perpetuity to use, publish, distribute, or repurpose any information provided to Consultant as part of a Testimonial.

4. Payment and Payment Plans

A. Client understands the cost of the program is **sixty-seven U.S. Dollars ($67)**, which is payable up front, in full, unless a payment plan has been offered by Consultant, or otherwise arranged between Consultant and Client. Client agrees to render payment via credit card. Client understands he/she is responsible for the full payment and agrees to pay the sum requested electronically, via Consultant's website or a designated third party payment processor of Consultant's choosing, in full. Absent an agreement regarding a payment plan with Consultant, Client must complete payment in full before becoming entitled to any products or services included within Program.

B. If Consultant has offered a payment plan, Client agrees to abide by the rules and payments as explained on Consultant's sales page. Should Client fail to make timely payments, or if additional payments are not able to be processed, Client understands: (1) the reminder of the Program may be forfeited if payment is not made within four days of the date it is due, and (2) Client will owe a $30 late fee if he/she has not made the appropriate payment after the seven day grace period.

C. Consultant reserves the right to cancel or cease working with Client should he/she fail to make additional payments in accordance with the payment plan as agreed upon at the beginning of the Program. Should this occur, Client understands she is not entitled to a refund of funds already issued to Consultant in exchange for work completed thus far, and it is up to the sole discretion of Consultant

whether Client is to have continued access to any materials made available to Client during the Program up until payments were missed.

D. If Client and Consultant have not agreed upon a payment plan, Client understands one is not available, and agrees to provide payment in full, upfront, in the manner(s) designated on Consultant's sales page.

5. Continuing Education Policy

A. Stone Counseling & Consulting Services is approved to sponsor continuing education by the National Board for Certified Counselors (NBCC). Stone Counseling & Consulting Services maintains responsibility for this program and its content and is responsible for all aspects of the programming. This program has been approved by Stone Counseling & Consulting Services, LLC, as an NBCC Approved Continuing Education Provider, for educational credits. NBCC ACEP #6997.

B. Cost of the program includes one and a half (1.5) NBCC hours which are available for participants who participate in the *live webinar in its entirety*. Due to the nature of this being a live webinar, an *attestation form must be completed by Client no later than one week after the conclusion of the event in order for Client to receive the CE Certificate confirming their attendance*. Information for completing the attestation form to obtain your CE Certificate will be provided live at the conclusion of the webinar and Client must be actively logged into the webinar at that time in order to receive information regarding the CE attestation. Client should claim only the credit commensurate with the extent of their participation in the activity.

C. Cost of the program will not be adjusted and full or partial refunds will not be available due to Client's failure to attend the live program, failure to attend the live program in its entirety, failure to submit the required attestation form to receive CE Certificate, and/or Client's inability to benefit from NBCC continuing education hours/credits in any way. A replay of the webinar will not be available and CE certificates will not be available/provided to participants who did not participate in the live webinar and/or submit their attestation form.

D. Consultant will not report CE hours or credits on Client's behalf. It is Client's responsibility to submit CE Certificate and any additional information necessary in order to have continuing education credits reviewed/considered/applied toward any applicable continuing education requirements.

E. Continuing education credits/hours offered through Program cannot be guaranteed to apply toward Client's application for licensure or licensure renewal. Client is responsible for understanding their licensure requirements and/or their consulting their licensure board to ensure NBCC continuing education credits/hours will apply. Client exempts Consultant/Business from any such involvement and/or responsibility regarding continuing education applicability or non-applicability.

F. Consultant maintains continuing education records in accordance with NBCC's ACEP policies. All continuing education records, including personal identifying information (PII) and learning accomplishments, are secured.

6. Refund Policy

A. Due to the subjective nature of the Program provided by Consultant, and Consultant's inability to control Client's availability, motivation, external forces, financial situation, continuing education credit applicability, or level of engagement in Program, Consultant is not able to offer refunds once Client has purchased the program.

B. If Consultant is somehow unable to provide services as outlined on sales page, regardless of Client results, Consultant or his/her team will be in touch regarding rescheduling, and/or discussing an alternative form of services, in order to fulfill obligations. If Consultant is not able to reschedule, and no suitable alternative form of service is available, Client may be entitled to a partial refund, depending on the amount of work Consultant and Client were able to complete. If partial services were performed, Consultant and Client may come to an agreement whereby a partial refund is issued, at Consultant's discretion.

7. Medical Disclaimer – Not Medical or Professional Advice

A. The purpose and goal of Program is to provide educational consulting services. Program and content contained within the Program is not to be considered medical advice, and nothing within the Program is intended to provide or act as a substitute for mental health treatment. Client understands and agree that while Consultant is a licensed mental health counselor in the state of Florida (MH13264) and have been trained and educated to provide mental health counseling services, Program offers consulting services only, separate and apart from Consultant's professional practice. There are no counseling or therapy-based elements to Program, and is not meant for those who are in need of (or think they may be in need of) counseling or therapy services. Client's enrollment into Program does not make him/her Consultant's patient, and no therapist-patient relationship is being formed. Consultant is not attempting nor suggesting Client enroll in Program in place of a personalized consultation with a licensed mental health counselor or similar in your geographical area. Program is **not intended to be a substitute for medical treatment or therapy/counseling**, nor is Program designed to provide Client with a medical diagnosis, treatment, or other medical services. *Client understands and agrees Program is not providing any medical advice, is not providing any counseling or therapy services, is not a substitute to Client seeking personalized therapy for his/herself, nor is it attempting to diagnose or treat any mental or physical medical conditions.*

B. Consultant encourages Client to consult a physician and/or a licensed therapist if he/she suspects he/she may benefit from such services. We will assume that all individuals choosing to purchase Program will have previously obtained clearance and permission from their applicable personal medical physician or therapist and has concluded that the training Program offered is right for them. **Nothing contained within Program is intended to diagnose, cure, treat, or prevent any medical condition or disease, nor is it to be considered medical advice in any capacity.**

8. <u>Discontinuation of Program</u>

A. Program does not provide any medical advice, treatment, or counseling/therapy services to Client. If at any point during Program, Consultant believes Client to be in need of therapy treatment or other counseling services, Consultant will advise Client of this, and offer to provide a referral to a licensed professional, if Consultant knows of one in Client's geographical area. Client has the right to refuse this referral and ignore the recommendation; however, Client may be asked to discontinue use of Program for his/own well-being, until such treatment can be provided. Should Client wish to disregard Consultant's recommendation and wish to continue with Program, Client agrees to sign an additional waiver confirming this information.

B. If Client has not completed Program at the time of discontinuation, any decisions regarding partial refunds are the sole decision of Consultant, and may or may not be offered.

9. <u>Voluntary Participation</u>

A. Client understands Consultant is providing general information and education on the topic of Emotional Support Animals in a mental health practice, which includes information about various laws that relate to support animals as well as relevant licensure laws and/or practice-related issues. Consultant will guide Client through general application of such information and considerations and how it may impact Client's assessment, provision, or endorsement of (or similar) Emotional Support Animals in his or her practice; however, Client understands such information does not constitute nor is it a substitute for legal, professional, or ethical advice regarding Client's specific practice, license, state, and/or use or provision of Emotional Support Animal services. Consultant encourages Client to consult his or her own professional ethics committee, attorney, insurance carrier, and/or other relevant professional prior to implementing or adding Emotional Support Animal services into Client's practice. Should Client fail to consult such professional and incurs liability for misuse or misapplication of relevant laws as they relate to the use of Emotional Support Animals in clinical or administrative practice, Client acknowledges the risks associated

therewith, and understands and agrees Consultant is not to be held responsible or liable for any liability Client incurs nor for any liability recipients of Client's services incurs. Client agrees not to treat Program or Consultant's information as legal, medical, professional, or ethical advice, and agrees to seek his or her own personal advice prior to implementing anything shared or taught by Consultant in Program.

B. Client understands and agrees that he/she is voluntarily choosing to enroll in Program and is solely responsible for any outcomes or results. While Coach believes in her services and that Program is able to help many people, You acknowledge and agree that Stone Counseling & Consulting Services, LLC is not responsible nor liable to Client should Client sustain any injuries, incur harm, or encounter any negative ramifications. Client agrees that he/she is fully responsible for his/her health and well-being, including participation in Program and any results therein.

10. Disclaimer / No Guarantees

A. Client understands that he or she must actively participate in the full Program in order to see results; however, results are not guaranteed. While many of Consultant's past and current clients have experienced wonderful benefits from the Program, and Consultant and his/her team will act in their full capacity to ensure your success and happiness in the Program, Consultant cannot guarantee results of the Program, and cannot make any representations or guarantees regarding individual results. Client will hold Consultant and Program harmless if he or she does not experience the desired results.

B. Earnings Disclaimer: Consultant also does not make any guarantees or assurances regarding a particular financial outcome based on use of Program, nor is Consultant responsible for Client earnings, or any increase or decrease in finances based upon information within Program. Any information or testimonials regarding past or current clients' participation in programs, or working with Consultant contained on Website or in sales material that contain financial information are individual, and results may vary.

C. Client understands that all services provided by Consultant in connection with the Program being purchased are provided on an "as is" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. Client is choosing to purchase this Program and work with Consultant on a purely voluntary basis and does not hold Consultant or Program responsible should Client become dissatisfied with any portion of the Program.

D. Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of the program, as long as Consultant delivers the Program as described in Paragraph 1 above, or similar substitutes, upon additional agreement by Consultant and Client.

E. Client agrees to hold Consultant harmless should any physical, emotional, or financial injury occur as a direct or indirect result of the Program. The content provided by Consultant on his/her website and within the Program is comprised of information that has worked for Consultant and other clients, and may or may not be useful to Client in his/her personal business or life. Client understands Consultant cannot guarantee results from this Program, and has no expectation of a specific result that he or she holds Consultant responsible for.

11. **Waiver/Assumption of the Risk**

A. Client understands he/she is entering into a Program for the purpose of achieving a desired health, fitness, professional, or personal goal through Consultant's Program. Client confirms he/she is entering into this Program voluntarily and of his/her own free will.

B. Client certifies he/she has or will be evaluated by his/her personal physician and obtain medical clearance prior to beginning any fitness, exercise, diet, health or wellness-related program with Consultant. If Client elects not to obtain this medical clearance prior to beginning Program, he/she understands the potential ramifications of such actions and agrees not to hold Consultant responsible for any such injuries or negative consequences.

C. Client understands Program may include elements of diet and exercise, which bring inherent risks of illness, injury, or other similar unanticipated consequences. Client agrees he/she is aware of and assuming these risks in order to voluntarily proceed with Consultant's Program. Should any such incidents occur, Client understands it is of no fault or responsibility of Consultant, and agrees Consultant is not liable.

12. <u>Intellectual Property</u>

A. Client agrees and understands that Consultant has created numerous original, creative works in connection with the Program, and agrees that Consultant maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Program, whether created prior to working with Client or specifically for Client, including but not limited to: documents, slides, charts, emails, graphs, products, systems, processes, handouts, worksheets, copy for website or sales pages, audio/video, and any other original work created by Consultant. Client agrees she may be granted a limited right to use selected materials in the course of his or her own business, but understands that the original proprietary rights remain with Consultant. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Consultant to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Program.

B. Client agrees and understands he/she is not to copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property provided by Consultant or obtained through working with Consultant, without Consultant's express written consent. If such behavior is discovered or suspected, Consultant reserves the right to immediately end Client's participation in the Program without refund, as well as access to any program or materials Client may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law.

C. **Licensee Rights: Consultant's Limited License to Client:** Client understands that in purchasing the Program, she/he is gaining access to view all content and information available as part of the Program, as well as any additional information or content shared with him/her by Consultant as she sees fit. Client understands this means he/she will have been granted a limited, revocable, non-transferrable license to read and use the information provided for use in his/her business and life, as instructed or allowed by Consultant. As a "Licensee," Client understands and agrees that Client will not:

   i. Copy, edit, distribute, duplicate or steal any information or any Content obtained through Program without written permission by Consultant; post, distribute, copy, steal or otherwise use any portion of the Program or its content, or information obtained via other members in the group Program without written permission by Consultant, and understand that any such use may constitute infringement, which may give rise to a cause of action against Client.

   ii. Claim any content created by Consultant as part of the Program or otherwise given to Client is his/her own, meaning he/she cannot claim any content created by Consultant was Client's work, and use in his/her business as his/her own; share purchased materials, information, content with others who have not purchased them.

   iii. Client further acknowledges and understands that any such actions including but not limited to those outlined above will likely constitutes infringement and/or theft of our work, and a violation of this Agreement and United States Federal laws.

13. <u>Indemnification</u>

A. Client agrees at all times to defend, fully indemnify and hold Consultant and any affiliates, agents, team members or other party associated with Consultant harmless from any causes of action, injury, illness, misunderstanding, damages, losses, costs, expenses incurred as a result of Client's use of Program, as well as any third-party claims of any kind (including attorney's fees) arising from his/her actions as a

direct or indirect result of Client's participation in Program. Should Consultant be required to defend herself in any action directly or indirectly involving Client, or an action where we decide Client's participation or assistance would benefit Consultant's defense, Client agrees to participate and provide any evidence, documents, testimony, or other information deemed useful by Consultant, free of charge.

14. **Dispute Resolution**
    A. Should a dispute arise between Consultant and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. (Client agrees that failure to see results is not a basis for a "dispute" and agrees he or she does not hold Consultant responsible for any specific results, or those results which have been achieved by other clients of Consultant.)
    B. If unable to reach a resolution informally, Client and Consultant agree that all disputes will be submitted for Arbitration by the American Arbitration Association, to be completed in Lake Mary, Florida within a reasonable amount of time. Client and Consultant agree to participate in the arbitration process in good faith and in a manner that will effectively and efficiently resolve the dispute at hand, including the exchange of any materials, documents, or information. The decision made by the arbitrator is to be final and binding on both parties, and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgement of law or decree.
15. **Applicable Law**
    A. This Agreement shall be governed by and under control of the laws of the state of Florida regardless of conflict of law principles, and regardless of location of Client. Client understands this and agrees that the laws of Florida are to be applicable here.
16. **Amendments**
    A. This agreement is not to be altered, amended, changed, extended, or considered waived without execution of an additional addendum signed by both Client and Consultant, or a party authorized to sign on behalf of either party.
17. **Termination**
    A. Client understands Consultant/Business may prohibit Client's registration into Program, terminate Client's use of the Program in its sole discretion, for reasons including but not limited to Client's violation of these Terms, defamation of Consultant/Business or other false, negative reviews of Program to other clients or others in Consultant's/Business' community, or any other basis deemed reasonable by Consultant/Business. Any termination of Client's access to the Program may occur without prior notice, and Client may not be entitled to full or partial refund. Client acknowledges and agrees that Consultant/Business may immediately deactivate or delete his/her account and all related information, revoke limited license to access information or Program, and/or bar any further access to Client's account or the Program upon violation of these Terms, or for any other reason deemed reasonable by Consultant/Business. Client agrees that Consultant/Business shall not be liable to Client or any third party for the discontinuation or termination of Client's access to the Services. If Consultant/Business terminates the relationship with Client for any reason, Client may become ineligible to access other programs or services with Consultant/Business.
    B. Client agrees if he/she is removed from a program or otherwise terminated, he/she will not defame Consultant/Business or its programs or services either directly or by indirect reference, even if Client does not agree with nor understand the basis. Client may not engage in defamatory behavior directly, through a business associated with Client, or by a third-party associated with Client. Client may personally share reasonable, factual and honest reviews regarding Client's real access to/use of Consultant's/Business' program/services; however, unreasonable defamation is unacceptable and action to remove defamatory information/reviews may be taken by Consultant/Business up to and including legal action.

PROGRAM OUTLINE ADDENDUM

Client understands, acknowledges, and agrees he/she is purchasing the live Emotional Support Animal webinar.

Once Client has joined, the Program will run live online on the scheduled date and time published (Eastern time). During this time, Consultant will provide the following products and/or services to all members within the group setting:

(1) Live webinar

(2) NBCC CE Certificate for 1.5 NBCC clock hours (only after participant submits the required attestation form within one week from the conclusion of the webinar)

Client has carefully read this Program Outline and acknowledges that he/she is aware of what is, and what is not included within this Program. Client is aware that this Program Outline includes EVERTYHING included within the Program. If Client expected additional information, resources, products, services, or other information to be provided in this Program but does not see it here, Client understands it may not be included. Consultant is under no obligation to provide anything other than what is listed above, with the exception of updated or ever-changing Bonuses offered for limited periods of time. No edits or amendments may be made to this Program Outline Addendum without express written consent of both parties.

By completing the online purchase and being charged the amount listed above, Client confirms he or she has reviewed this Program Outline, completed any and all appropriate additional research, and asked any and all necessary questions of Consultant and his/her team in order to feel appropriately educated of the Program and product/service being offered. Client understands he or she will not be entitled to a refund once completing this purchase for any reason, other than as discussed above.