

TERMS AND CONDITIONS OF USE

OVERVIEW

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PRIVACY

Your visit to our Site is also governed by our Privacy Policy. Please review our Privacy Policy at www.livewellpsychology.com

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USE OF THIS SITE

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COMPLIANCE WITH LAWS

You agree to comply with all applicable laws regarding your use of the website. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

INDEMNIFICATION

You agree to indemnify, defend and hold **Dr. Alexia Holovatyk**, our partners, and affiliates, 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.

DISCLAIMER

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LIMITATION OF LIABILITY

You agree that under no circumstances shall **Dr. Alexia Holovatyk** be liable for direct, indirect, incidental, consequential, special, punitive, exemplary, or any other damages arising out of your use of the Site or Services. Additionally, **Dr. Alexia Holovatyk** is not liable for damages in connection with (i) any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus or line or system failure; (ii) loss of revenue, anticipated profits, business, savings, goodwill or data; and (iii) third party theft of, destruction of, unauthorized access to, alteration of, or use of your information or property, regardless of our negligence, gross negligence, failure of an essential purpose and whether such liability arises in negligence, contract, tort, or any other theory of legal liability. The foregoing applies even if **Dr. Alexia Holovatyk** has been advised of the possibility of or could have foreseen the damages. In those states that do not allow the exclusion or limitation of liability for the damages, our liability is limited to the fullest possible extent permitted by law.

GUARANTEES

Materials and information provided on the website are not indicative of likely results in any particular fashion. **Dr. Alexia Holovatyk** makes no guarantees as to results; further, past results do not guarantee future results for that same client or party, or any third-party. **Dr. Alexia Holovatyk** make(s) no income/financial claims, nor guarantee of any kind regarding the potential income or results through our communications or your participation in the purchase of any of the products or services on this Site. There is no guarantee you will earn any money using any of our materials, and your revenue is dependent solely on you and your actions or non-actions.

RETURNS/REFUNDS

No returns/refunds on services rendered or time set aside for client.

USE OF INFORMATION

Dr. Alexia Holovatyk reserves the right, and you authorize us, to use and assign all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

GOVERNING LAW; VENUE

This Agreement shall be construed in accordance with, and governed by, the laws of California as applied to contracts that are executed and performed entirely in California. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be United States, California.

SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ENTIRE AGREEMENT/WAIVER

This Agreement constitutes the entire agreement between you and **Dr. Alexia Holovatyk** pertaining to the Site and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between us pertaining to the Site and Service. No waiver of any of the provisions of this Agreement by **Dr. Alexia Holovatyk** shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by us.

NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed as follows:

Dr. Alexia Holovatyk livewellpsychologygroup.com

USE OF HEADINGS

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.