

## **WEBSITE TERMS OF USE**

**Last Updated: February 1, 2025**

Welcome. This website is owned and operated by Michael W. Regier, Ph.D. (**the Practice.**) This Website Terms of Use, together with the Privacy Policy incorporated herein (collectively, **“Terms of Use”**), govern your access to and use of the Practices’ website located at <https://www.michaelregier.com/> (**“Website”**) including any content, functionality and services offered on or through the Website. These Terms of Use govern your use of this Website and the information available on the Website. Please read the Terms of Use carefully before you start to use the Website. By entering, accessing, browsing, submitting information to, or otherwise using the Website, you acknowledge and agree to these Terms of Use and represent and warrant that you are at least eighteen (18) years old or older and possess the legal right and ability to agree to these Terms of Use. If you do not agree to these Terms of Use or you are younger than eighteen (18) years old, you must not access or use the Website.

**DO NOT USE THIS SITE FOR MEDICAL EMERGENCY SERVICES. FOR MEDICAL EMERGENCIES, CALL 911 OR YOUR LOCAL EMERGENCY ASSISTANCE NUMBER.**

### **WEBSITE PRIVACY POLICY**

The Website is designed so that you may generally browse the Website without providing any individually identifiable information. Individually identifiable information includes information that would allow someone to identify or contact you, such as your name, physical location or electronic email address and telephone number. To the that extent you provide individually identifiable information on the Website, such as by sending an email to the Practice through the Website, the Practices’ Website Privacy Policy, which is incorporated herein by reference, tells you some of the ways in which the Practice may use and disclose your information. By using the Website, you consent to all actions taken by the Practice with respect to your information in compliance with the Privacy Policy. The Practices’ policies specifically related to patient information, such as protected health information, can be found on the Notice of Privacy Practices page of this Website.

### **RELIANCE ON INFORMATION POSTED.**

The information presented on or through the Website is made available solely for general information purposes. The Practice does not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. The Practice disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

## **Website Terms of Use**

### **THIRD PARTY CONTENT**

The Website may contain links to third-party websites and services. The Practice may provide such links as a convenience and does not control or endorse these websites and services. You acknowledge and agree that the Practice may not have reviewed the content, advertising, products, services or other materials that appear on such third-party websites or services, and is not responsible for the legality, accuracy or appropriateness of such content. All statements and/or opinions expressed in these materials and all articles and responses to questions and other content, other than the content provided by the Practice, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinions of the Practice. The Practice shall not be held liable or responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third-party website or services.

### **NO RELATIONSHIP CREATED**

The information on this Website is made available for general information purposes only. You agree that your access to the Website or your receipt of information from the Website or your transmission of electronic mail to addresses on the Website, does not create a psychotherapist-patient relationship, or any other confidential relationship, between you and the Practice. Should you and the Practice agree to enter into a psychotherapist-patient relationship, you will be required to sign an Informed Consent for Treatment, and related documents, in order to establish that relationship.

### **INTELLECTUAL PROPERTY RIGHTS**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection and arrangement thereof) are owned by the Practice, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not copy, reproduce, download, upload, post, broadcast, transmit, distribute, publish, republish, modify, create derivative works of, publicly display or store any of the material on the Website without the express written consent of the Practice. Other uses of any information on the Website, except as specifically permitted in this Terms of Use or in writing by the Practice is strictly prohibited. You are not permitted to create a hyper-link to any page or portion of this Website or page or portion of this Website without prior written permission from the Practice. Any use of the information and content provided in this Site that does not comport with the Terms of Use shall be considered an unauthorized use and may subject you to civil and criminal penalties as provided by applicable intellectual property laws.

### **PROHIBITED USES**

## **Website Terms of Use**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to:

- Use the Website for any illegal purpose, or in violation of any local, state, national or international law;
- Violate or encourage others to violate the rights of third parties, including intellectual property rights;
- Post, upload or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful or otherwise inappropriate.
- Interfere in any way with security-related features of the Website.
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by the Practice may harm her practice or users of the Website, or expose them to liability.
- Interfere with the operation or any user's enjoyment of the Website, including by uploading or disseminating viruses, adware, worms or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent.
- Access, monitor or copy any content or information from the Website using any robot, spider, scraper or other automated means or any manual process for any purpose without the Practices' express written permission.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To impersonate or attempt to impersonate the Practice, its employees or affiliates or any other person or entity.
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Otherwise attempt to interfere with the proper working of the Website.

### **CHANGES TO TERMS OF USE**

The Practice, in its sole discretion, reserves the right to alter, change, modify or amend these Terms of Use in her sole discretion at any time without notice. Any modifications will become effective when posted on this Website. By using this Website after any changes in these Terms of Use are made, you agree to be legally bound by the Terms of Use as amended. Therefore, you should revisit this page frequently to determine the present Terms of Use to which you are legally bound.

### **TERMINATION**

## **Website Terms of Use**

The Practice, in its sole discretion, may restrict your access to and/or terminate your right to use this Website without cause at any time and effective immediately. In addition, the Practice may terminate your right to use this Website immediately and without notice for violation of any part of these Terms of Use. In the event of any such termination, the restrictions on your use of the material on this Website shall survive such termination and you agree to be bound by those terms. The Practice reserves the right to withdraw or amend this Website, and any service or material provided on the Website, in her sole discretion without notice.

### **INDEMNIFICATION**

You agree that you will be personally responsible for your use of the Website and you agree to defend, indemnify and hold harmless the Practice for and against any and all claims, liability, damages, losses and expenses (including attorney's fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Website, (ii) your violation of these Terms of Use or any applicable law or regulation, (iii) your violation of any third party right, including without limitation, any intellectual property rights, publicity, confidentiality, property or privacy rights and, (iv) to any disputes or issues between you and third party.

### **DISCLAIMER OF WARRANTIES**

This Site is provided "as is" and on an "as available" basis, without warranty or condition of any kind, either express or implied. Although the Practice seeks to maintain a safe, secure, accurate and well-functioning Website, it cannot guarantee the continuous operation of or access to the Website and there may at times be inadvertent technical or factual errors or inaccuracies. The Practice disclaims any express or implied warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Website. The Practice specifically disclaims any express or implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement and any express or implied warranties arising out of course-of-conduct from your use of or access to the Website. The Practice does not guarantee the accuracy of and disclaims all liability for any errors or other inaccuracies in the information, content, recommendations and materials made available through the Website.

Further, to the fullest extent provided by law, the Practice disclaims liability for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or any services or items obtained through the Website or to your downloading of any material posted on it, or on any Website linked to it. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output and for maintaining a means external to the Website for any reconstruction of any lost data.

### **LIMITATION OF LIABILITY**

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To the fullest extent provided by law, in no event will the Practice or her affiliates, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Website and any Websites linked to it, including but not limited to any direct, indirect, special, incidental, consequential, or punitive damages, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable. Your sole and exclusive remedy against the Practice is to discontinue use of this Website and any hyperlinked Websites.

### **GOVERNING LAW**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **WAIVER AND SEVERABILITY**

No waiver by the Practice of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Practice to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **ENTIRE AGREEMENT**

The Terms of Use and all documents referenced herein constitute the sole and entire agreement between you and the Practice regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the Website.

### **YOUR COMMENTS AND CONCERNS**

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This website is operated by Michael W. Regier, Ph.D. Please contact Paula Regier with any questions or concerns.