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## **ACCEPTANCE OF TERMS**

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with Dr Constance DelGiudice PLLC, also known as Counseling & Coaching, located at 2440 SE Federal Hwy, Stuart, Florida 34994 and our subsidiaries and affiliates, in association with the use of the Counseling & Coaching website, which includes drconstancedelgiudice.com, (the "Site") and its Services, which shall be defined below.

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The Site is a news and information website a content, education, and product which has the following description:

The contents of this site are for informational and educational purposes only. Nothing found on our website is intended to be a substitute for professional psychological, psychiatric or medical advice, diagnosis, or treatment.

Always seek the advice of your physician or other qualified mental health provider with any questions you may have regarding a medical condition or mental disorder. Never disregard professional medical advice or delay in seeking it because of something you have read on our site.

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Any and all visitors to our site shall be deemed as "users" of the herein contained Services provided for the purpose of this TOS.

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Furthermore, the user understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such Dr Constance DelGiudice PLLC shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

## **PRIVACY POLICY**

Every member's registration data and various other personal information are strictly protected by the Dr Constance DelGiudice PLLC Online Privacy Policy (see the full Privacy Policy at <http://www.drconstancedelgiudice.com/disclaimer-privacy-policy/> or <http://relationshipandsexcounseling.com/privacy-policy/> ). As a member, you herein consent to the collection and use of the information provided, including the transfer of information within the United States and/or other countries for storage, processing or use by Dr Constance DelGiudice PLLC and/or our subsidiaries and affiliates.

## **CAUTIONS FOR GLOBAL USE AND EXPORT AND IMPORT COMPLIANCE**

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable

Content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations ([http://www.access.gpo.gov/bis/ear/ear\\_data.html](http://www.access.gpo.gov/bis/ear/ear_data.html)), as well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Furthermore, you state and pledge that you:

- a) are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- b) agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country;
- c) agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and
- d) agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

## **CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES**

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Dr Constance DelGiudice PLLC provides an area for our users to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("Contributions") to our site, you acknowledge and agree that:

- a) your contributions do not contain any type of confidential or proprietary information;
- b) Counseling & Coaching shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- c) Counseling & Coaching shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;
- d) the contributor's Contributions shall automatically become the sole property of Counseling & Coaching; and
- e) Counseling & Coaching is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

## **INDEMNITY**

All users herein agree to insure and hold Dr Constance DelGiudice PLLC, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of Counseling & Coaching Services or

your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

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- c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF DR CONSTANCE DELGIUDICE PLLC SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.
- d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM DR CONSTANCE DELGIUDICE PLLC OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

## **LIMITATION OF LIABILITY**

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT DR CONSTANCE DELGIUDICE PLLC AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;

- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

## **RELEASE**

In the event you have a dispute, you agree to release Dr Constance DelGiudice PLLC (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

## **SPECIAL ADMONITION RELATED TO FINANCIAL MATTERS**

Should you intend to create or to join any service, receive or request any such news, messages, alerts or other information from our Services concerning companies, stock quotes, investments or securities, please review the above Sections Warranty Disclaimers and Limitations of Liability again. In addition, for this particular type of information, the phrase "Let the investor beware" is appropriate. Dr Constance DelGiudice PLLC's content is provided primarily for informational purposes, and no content that shall be provided or included in our Services is intended for trading or investing purposes. Dr Constance DelGiudice PLLC and our licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted and/or made available by way of our Services, and shall not be responsible or liable for any trading and/or investment decisions based on any such information.

## **EXCLUSION AND LIMITATIONS**

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## **THIRD PARTY BENEFICIARIES**

You herein acknowledge, understand and agree, unless otherwise expressly provided in this TOS, that there shall be no third-party beneficiaries to this agreement.

## **NOTICE**



Dr Constance DelGiudice PLLC may furnish you with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. Your acceptance of this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

## **TRADEMARK INFORMATION**

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- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) Your physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;

- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The Dr Constance DelGiudice PLLC Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

Dr Constance DelGiudice PLLC  
Attn: Copyright Agent  
2440 SE Federal Hwy  
Stuart, Florida 34994

Telephone: 772-631-6138

Email: [constanceann@icloud.com](mailto:constanceann@icloud.com) or [constancedelgiudice@gmail.com](mailto:constancedelgiudice@gmail.com)

## **CLOSED CAPTIONING**

BE IT KNOWN, that Dr Constance DelGiudice PLLC complies with all applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content. For more information, please visit our website at [drconstancedelgiudice.com](http://drconstancedelgiudice.com).

## **GENERAL INFORMATION**

### **ENTIRE AGREEMENT**

This TOS constitutes the entire agreement between you and Dr Constance DelGiudice PLLC and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to Dr Constance DelGiudice PLLC Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Dr Constance DelGiudice PLLC Services, affiliate Services, third-party content or third-party software.

### **CHOICE OF LAW AND FORUM**

It is at the mutual agreement of both you and Dr Constance DelGiudice PLLC with regard to the TOS that the relationship between the parties shall be governed by the laws of the state of Florida without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and Dr Constance DelGiudice PLLC, shall be filed within the courts having jurisdiction within the County of Martin, Florida or the U.S. District Court located in said state. You and Dr Constance DelGiudice PLLC agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

### **WAIVER AND SEVERABILITY OF TERMS**

At any time, should Dr Constance DelGiudice PLLC fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

### **STATUTE OF LIMITATIONS**

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the TOS must be filed within year(s) after said claim or cause of action arose or shall be forever barred.

### **VIOLATIONS**

Please report any and all violations of this TOS to Dr Constance DelGiudice PLLC as follows:

Mailing Address:

Dr Constance DelGiudice PLLC  
2440 SE Federal Hwy  
Stuart, Florida 34994

Telephone: 772-631-6138

Email: [constanceann@icloud.com](mailto:constanceann@icloud.com) or [constancedelgiudice@gmail.com](mailto:constancedelgiudice@gmail.com)