

## **Terms and Conditions**

### **Agreement between User and www.jenniferbakalarphd.com**

Welcome to www.jenniferbakalarphd.com. The www.jenniferbakalarphd.com website (the "Site") is comprised of various web pages operated by Nexus Psychological Services, PLLC ("NPS"). www.jenniferbakalarphd.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.jenniferbakalarphd.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.jenniferbakalarphd.com is a Healthcare Provider Site.

The purpose of this website is to describe mental healthcare services offered by Jennifer Bakalar, PhD, Licensed Psychologist. This website may also contain links to mental health resources that may be relevant to visitors.

### **Privacy**

Your use of www.jenniferbakalarphd.com is subject to NPS's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting www.jenniferbakalarphd.com or sending emails to NPS constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Children Under Thirteen**

NPS does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.jenniferbakalarphd.com only with permission of a parent or guardian.

### **Links to Third Party Sites/Third Party Services**

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### **No Unlawful or Prohibited Use/Intellectual Property**

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All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of NPS or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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### **Indemnification**

You agree to indemnify, defend and hold harmless NPS, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. NPS reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with NPS in asserting any available defenses.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A

PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and NPS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

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### **Termination/Access Restriction**

NPS reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the District of Columbia and you hereby consent to the exclusive jurisdiction and venue of courts in the District of Columbia in all disputes arising out of or

relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and NPS as a result of this agreement or use of the Site. NPS's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of NPS's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by NPS with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and NPS with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and NPS with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

NPS reserves the right, in its sole discretion, to change the Terms under which [www.jenniferbakalarphd.com](http://www.jenniferbakalarphd.com) is offered. The most current version of the Terms will supersede all previous versions. NPS encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

NPS welcomes your questions or comments regarding the Terms:

Email Address:

[hello@jenniferbakalarphd.sprucecare.com](mailto:hello@jenniferbakalarphd.sprucecare.com)

Telephone number:

(202) 932-0893

Effective as of January 27, 2024