COUNSELIVE.COM TERMS OF USE AGREEMENT AND PRIVACY POLICY

Effective Date: June 10, 2014

ABOUT COUNSELIVE

Counselive.com ("Website") is owned and operated by Counselive, LLC ("Counselive"). Counselive and this Website were created by Allison Benz Rossan, LMFT, a healthcare provider specializing in marriage and family therapy, to provide her therapy services using various modes of telecommunication. Counselive enables people in different locations throughout the states of Michigan, Minnesota, and Pennsylvania (the "Licensed Locations") to engage in meaningful therapy, while reducing the boundaries of time, distance, and location.

Counselive's mission is to provide high quality, responsible and ethical therapy through online video sessions. Counselive strives to offer support and treatment for those struggling with life's difficulties. As long as there is Hope, anything is possible.

GENERAL

This Terms of Use agreement ("Agreement") sets forth the terms to which all visitors and users of the Website agree to be bound. By using this website, you represent and warrant that you are a resident of at least one of the Licensed Locations, as defined above. You use the Website at your own risk.

YOU HAVE A DUTY TO READ THIS AGREEMENT. YOUR USE OF THE WEBSITE CONSTITUTES YOUR MANIFESTATION TO AND INTENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE EXPRESSLY PROHIBITED FROM USING THE WEBSITE AND MUST TERMINATE YOUR USE OF THE WEBSITE IMMEDIATELY.

COUNSELIVE RESERVES THE RIGHT TO MODIFY, LIMIT, DISCONTINUE, OR REPLACE THE WEBSITE AND THIS AGREEMENT IN ITS SOLE AND ABSOLUTE DISCRETION. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT ON A REGULAR BASIS TO KEEP YOURSELF INFORMED OF ANY MODIFICATIONS. IN THE EVENT COUNSELIVE MODIFIES, LIMITS, CHANGES, OR REPLACES THE WEBSITE OR THIS AGREEMENT, YOUR USE OF THE WEBSITE AFTER SAID MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT CONSTITUTES YOUR MANIFESTATION OF ASSENT TO THE MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT HERETO.

Your violation of any term or condition of any term of this Agreement may result in the termination of your account and the disabling of your access to the Website.

ACCOUNT REGISTRATION

Registration for an account on the Website is free, but your use of the services provided through and associated with the Website, including without limitation, therapeutic healthcare services provided by Allison Benz Rossan, LMFT, will be billed and invoiced in accordance with the Client Agreement. Only residents of the state of the Licensed Locations, as defined above, are permitted to register for an account on the Website.

In order to use the Website, you must voluntarily provide information, including that set forth in the Privacy Policy incorporated into this Agreement, to create a profile. Your profile contains information provided by you, and Counselive does not endorse you or discriminate based upon any information provided by you or made available for population of your profile. Personal profile information will be used in a manner that is consistent with the Privacy Policy.

You have a duty to ensure that the information that you provide through your account is truthful, current, complete, and accurate. You understand and agree that you have an ongoing duty to update and keep current the information provided through your account if and when that information changes. You are expressly prohibited from creating an account that impersonates another person, contains offensive or obscene language, or otherwise violates the rights of a third party. You expressly agree that you will not register more than one account and that you will not use your account to interfere with or disrupt a third party's enjoyment and use of the Website.

If you misrepresent your true identity or engage in obscene or otherwise offensive or inappropriate behavior, either through your account profile or in any therapy session, Counselive reserves the right to terminate your account and immediately terminate any therapy session without notice to you. In the event that any therapy session is terminated under such circumstances, you will be charged the full amount for the terminated session.

In the event that any therapy session is terminated by Counselive in the therapist's discretion and at no fault to you, you will not be charged the full amount for the incomplete session.

By creating an account, you agree that Counselive and Counselive's designees and agents, may contact you by any means that you provide, including, but not limited to, by email. You further represent and warrant that you are not bound by or a party to any exclusive arrangement or agreement, whether contractual or otherwise, that would prohibit you from using the Website or its associated services.

You agree to provide Counselive with accurate, up to date, and complete information. You understand and agree that you have an ongoing duty to update your information if and when it changes.

You agree to keep your accounts secure from unauthorized access. You further agree that you alone are responsible for your own account, and you accept full responsibility for any and all use of your own account, whether authorized or unauthorized. In the case of unauthorized access to an account, you agree to contact Counselive immediately.

You may allow others to act as your agent to use the Website. You understand and agree that any user that you authorize to have access to your account has the capacity to contract and is your authorized legal agent. You agree to bear the ultimate responsibility for any access to your account, whether authorized or unauthorized, and you agree to hold harmless and indemnify Counselive for any damages that arise out of or in relation to the use of your account.

Counselive reserves the right to restrict access to, suspend, disable, or delete your account at any time, in its sole discretion, and without prior warning. You are expressly prohibited from selling, leasing, lending, assigning, or otherwise transferring your account.

COUNSELIVE IS HIPAA-COMPLIANT

Counselive collects your protected health information (PHI) through the Website, your confidential therapy sessions, and the information that you voluntary provide in your account profile, in a manner that is compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), a United States law. Counselive has adopted numerous measures to ensure that it remains in compliance with HIPAA and any business associate agreements it enters into. To learn more about Counselive's security policies and measures and they manner in which such PHI is collected, used, and stored, please read the Privacy Policy, which is incorporated into this Agreement.

REPRESENTATIONS AND WARRANTIES

You represent, warrant, and agree that you are a resident of the state of at least one of the Licensed Locations, as defined above, and have the right, power, and legal capacity to enter into this Agreement and to accept and adhere to the rights, obligations, and duties granted under its terms. Persons under the age of eighteen (18) may not use or register an account for the Website without the express consent of a parent or legal guardian. You warrant that you are not prohibited from assenting to this Agreement by any preexisting Agreement.

You represent, warrant, and agree to comply with the terms of this Agreement in good faith, and you expressly agree <u>not</u> to engage in the following activities:

- Record, capture, save, modify, copy, distribute, republic, download, display, post, transmit, harvest, collect, sell or otherwise share any confidential therapy sessions, in whole or in part, between you and Allison Benz Rossan, LMFT
- Use the Website outside of the uses specifically provided for under this Agreement
- Use the Website in any way that violates the rights of third parties, and you agree to comply with any and all applicable local, national, state, provincial, and international laws, treaties, and regulations
- Post false, misleading, or defamatory content
- Distribute viruses, malware, spyware, spam, chain letters, or any other harmful or unsolicited files or communications.
- Use, modify, copy, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, harvest, collect or sell information about users of the Website or any other content or information found on the Website in any form or by any means, in whole or in part, without the prior written consent of Counselive.
- Make any derivative works of the Website or delete or modify, in any way, any
 copyright, trademark, or other proprietary notices that appear on the Website.
- Use the Website to sell or offer for sale any goods or services of any kind, without the prior written consent of Counselive.

You acknowledge, understand, and agree that:

- Counselive may use, not use, and/or destroy any data or information related to the Website without notice at its sole discretion.
- Counselive does not warrant or guarantee that compliance with this Agreement will be sufficient to comply with your obligations hereunder, under applicable law or with third party rights. Given the global nature of the Internet, you agree to comply with all laws and rules where you reside or where you use the Website. The Website is operated in the United States and Counselive makes no representation that the Website or services are available for use in other locations, particularly, in states other than the Licensed Locations.

- Counselive provides a Website service and takes no responsibility and cannot be held
 liable or responsible for transactions entered into between users of the Website, whether
 through accounts or otherwise.
- Counselive makes no representations or warranties as to the truth or falsity of any
 information provided by a user of the Website, the legality, quality, or safety of the
 services offered through the Website, or the qualifications associated with any user
 account.
- Counselive cannot be held liable for any user's failure to truthfully or accurately disclose their identity.
- Counselive shall not be liable for any failure of or delay in the performance of the services associated with this Website, where such failure or delay is due to causes beyond its reasonable control, including without limitation, acts of God, power outage, Internet outage or poor connection, or any other utility outage or poor connection, or other force majeure event. However, in such an event, Counselive shall make reasonable "back-up" arrangements with you to either reschedule a session, or, where practicable, to engage in the originally-scheduled session through a different mutually acceptable and accessible electronic communications medium.

PRIVACY POLICY

Counselive has adopted this Privacy Policy ("Privacy Policy") because Counselive respects your privacy and makes a concerted effort to protect your identity, personal information ("Personal Information"), and Protected Health Information ("PHI").

When using the Website, you are obligated to protect the security of your username, password, and Personal Information.

Counselive may collect Personal Information

Counselive may collect Personal Information from you through various channels, including, but not limited to, through your voluntary submission of information to the Website, through requests initiated by you through the Website, Google Analytics, and through other sources permitted by law. Specifically, Counselive may also collect the following Personal Information:

- Any information that you or your electronic device or computer submits to the Website;
- Any personal, medical, or health-related information that you voluntarily submit through any survey provided by Counselive, which may include PHI;

- Any information that you make public through third party sites or applications to which you allow the Website access;
- First and last name:
- Email address:
- Payment information;
- Insurance information;
- Your IP address:
- Your geolocation;
- Your behavior and use with regard to the Website;
- Information stored in cookies, pixel tags, or web beacons;
- Analytic data from Google Analytics; and
- Any other additional analytic data that you voluntarily submit to the Website.

Counselive may use Personal Information

In addition to using Personal Information to provide registered users with therapy services, Counselive may use Personal Information to provide you with the Website, process requests made by you, process any payments made through the Wesbite, identify and fix problems with the Website, update you on changes to the Website, communicate with you concerning your account, and to update you on Counselive's services offered through the Website.

Except where prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Counselive may share your Personal Information with third parties where it has obtained your express written consent with third party service providers to provide you with services initiated at your request; with Counselive's parents, subsidiaries, successors, and assigns; and with any of Counselive's HIPAA-compliant business partners who offer services through or in association with the Website.

Counselive may also use your Personal Information, including your email address, to send you email correspondence for marketing purposes. Counselive will allow you to opt out of email marketing. Each email sent contains a simple and automated way for you to stop receiving email messages from us in the future. If you have received unwanted or unsolicited email sent through the Counselive system or purporting to be sent through the Counselive system, please forward a copy of that email with your comments to counselor@counselive.com for review. Counselive will look into the matter immediately.

You are responsible for the protection of any Personal Information that you submit to the Website and you are advised to review that Personal Information before you submit it to the Website.

You acknowledge and agree that Counselive is not responsible for any third party links, content,

or communications sent to you from entities or individuals that Counselive does not own or control. You are advised to review the privacy policies of any such third party websites.

Counselive may store Personal Information

Your Personal Information is stored and processed on computers in the United States and the State of Michigan and, through your use of the Website, you consent to the processing and storage of your personal and Personal Information within the United States and the State of Michigan. You understand and agree that, except as otherwise prohibited by law, Counselive will continue to store your information in your client file for a period of seven (7) years after you cease use of the service, or terminate your relationship with Counselive and Allison Benz Rossan, LMFT, or disable your account.

Counselive uses all reasonable and appropriate efforts and technology to store and help prevent against the unauthorized disclosure of your Personal Information. As required by HIPAA, Counselive implements administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that Counselive receives, maintains, stores, and transmits. These safeguards include measures required by HIPAA, such as:

- Regular risk assessments of systems to ensure that safeguards remain relevant and effective
- Assigned security team which is responsible for maintaining compliance with HIPAA's security requirements
- Screening, authorization, and training of Counselive staff who come into contact with PHI
- Data backup plans
- Disaster recovery plans
- Systems regularly monitored, updated, and patched
- Incident response plan that includes reporting of security incidents to affected covered entities
- All communications with Counselive servers encrypted with SSL protocols

Though Counselive undertakes all reasonable and appropriate efforts to protect your Personal Information, and Protected Health Information, no Website is completely safe. Accordingly, you provide all such Personal Information and Protected Health Information at your own risk.

Counselive may share Personal Information

You understand and agree that Counselive may specifically share certain information with third

parties in order to perform the healthcare services offered through the Website. Counselive may also share your Personal Information under the following circumstances:

- For any lawful purpose that is in compliance with the laws of the United States, including HIPAA;
- Where Counselive is complying or in good faith attempting to comply with any law, regulation or law enforcement request;
- Where Counselive has obtained your express written consent;
- Where sharing or disclosure of your Personal Information is necessary to provide you
 with the Website services associated therewith, such as sharing your credit card
 information with a third party payment processor;
- Where sharing or disclosure of your Personal Information is necessary to share with Counselive's parents, subsidiaries, successors, assigns, licensees, affiliates, or HIPAAcompliant business partners; or
- Where sharing or disclosure of Personal Information is needed to help prevent against fraud or the violation of any applicable law, statute, regulation, ordinance, or treaty.

Counselive may purchase other businesses or sell components of its business, including, but not limited to, the Website. In the event Counselive purchases another business or sells any component of its business, your Personal Information will continue to be used consistent with the terms of this Privacy Policy.

Opt-Out Procedure

You may prevent Counselive from collecting Personal Information by:

- Not using the Website
- Not engaging in the healthcare services offered and provided through the Website
- Adjusting your web browser settings
- Limiting cookies or other tracking techniques
- Deleting your user account
- Discontinuing your use of the Website

You may contact Counselive with any requests regarding your information.

Non-Residents of the Licensed Locations (as defined above)

The Website is not intended for or directed to users who do not reside in the Licensed Locations, and Counselive does not knowingly or intentionally collect Personal Information or engage in client relationships with non-residents of the Licensed Locations. Where appropriate, Counselive

takes reasonable measures to determine that users are residents of the Licensed Locations and to inform all visitors and users that Allison Benz Rossan, LMFT is licensed in the Licensed Locations only.

Children's Online Privacy Protection

The Website is not intended for or directed to users under the age of eighteen (18) without the express consent of a parent or legal guardian, and Counselive does not knowingly or intentionally collect Personal Information from children under the age of thirteen (13) or other minors without the express consent of a parent of legal guardian. Where appropriate, Counselive takes reasonable measures to determine that users are adults of legal age and to inform minors not to submit such information to the Website or in response to advertisements without the express consent of a parent or legal guardian. If you are concerned that personal information may have been inadvertently provided to or collected by Counselive without the express consent of a parent or legal guardian, please contact Counselive immediately.

NO MEDICAL ADVICE IN WRITTEN CONTENT

The written content contained on this Website is for informational purposes only. The information should not be considered complete or up to date, nor should it be relied on to suggest a course of treatment for a particular individual. Any information on the Website should not be used in place of a visit, call, consultation or the advice of Allison Benz Rossan, LMFT, who is a qualified health care provider. **If you have a medical emergency, call 911 immediately.** If you do not reside in at least one of the Licensed Locations, please consult a physician or other qualified healthcare provider licensed in the state in which you reside. Your reliance upon any written content provided on the Website is solely at your own risk.

USER-GENERATED CONTENT

Counselive may provide you with the ability to submit user generated content to the Website, which may include but is not limited to text, photos, videos, and other content (collectively "User Generated Content"). Except as otherwise licensed herein, you own all rights in and to your User Generated Content.

By submitting User Generated Content to the Website, you grant Counselive a non-exclusive, irrevocable, royalty free, worldwide, and perpetual license to use your User Generated Content for the customary and intended purposes of the Website. These purposes may include, but are not limited to, providing you with the Website and its associated healthcare services and archiving or making backups of the Website.

You warrant that any User Generated Content that you submit to the Website will not violate the rights of third parties, including, without limitation, trademark rights, copyright rights, and rights of publicity and privacy, or violate any applicable law, statute, ordinance, treaty, or regulation, whether local, state, provincial, national, or international.

COPYRIGHT

Counselive.com and its associated content and services are © 2014 Counselive, LLC.

DISCLAIMER OF WARRANTIES

COUNSELIVE DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM OR LIAIBLITY ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE AND ANY SERVICES LINKED TO OR THROUGH THE WEBSITE. COUNSELIVE PROVIDES THE WEBSITE ON AN AS-IS BASIS AND WITH NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, OR QUALITY. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, THIS EXCLUSION MAY NOT APPLY.

COUNSELIVE WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CONTENT POSTED ON THE WEBSITE, ANY THIRD PARTY LINKS POSTED ON THE WEBSITE, OR ANY CONTENT TRANSMITTED THROUGH THE WEBSITE. COUNSELIVE DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, UNAUTHORIZED ACCESS, DESTRUCTION OF IDENTITY, OR ALTERATION OF OR TO THE WEBSITE. COUNSELIVE RESERVES THE RIGHT TO DISCONTINUE THE WEBSITE AT ANY TIME.

COUNSELIVE IS NOT RESPONSIBLE FOR THE REPRESENTATION OR CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OR ADVERTISER OF THE WEBSITE.

OWNERSHIP OF WEBSITE AND CONTENT

Counselive is the owner or licensee of all rights in and to the Website, the trademarks displayed on the Website, and any and all copyrights, trade secrets, patent rights, or other proprietary or personal rights contained within or displayed upon the Website. The Website is subject to all applicable intellectual property and other laws.

You are expressly prohibited from using Counselive's trademarks, trade names, trade dress, design marks, trade secrets, or copyrightable works outside of the uses expressly stated in this Agreement and without the prior written consent of Counselive.

Counselive grants you a limited, revocable, non-exclusive, non-sublicensable, and royalty free license to use the Website. This limited license automatically terminates upon a breach of any of the terms of this Agreement.

You warrant and agree that you will not make any derivative works of the Website or delete or modify, in any way, any copyright, trademark, or other proprietary notices that appear on the Website.

You are prohibited from framing, scraping, aggregating, hacking, reverse engineering, or crawling the Website, whether in whole or in part, without the prior written consent of Counselive.

Counselive is always seeking ways to enhance your experience. If you have any meaningful and substantive suggestions, ideas, proposals or material that you would like to see incorporated into your user experience, you may contact Counselive. Counselive is not liable for the disclosure of such material, and any disclosure of such information for improvement of the Website is nonconfidential. You shall receive no profit for such suggestions, ideas, proposals or other material, and you grant Counselive a non-exclusive, irrevocable, royalty free, worldwide, and perpetual license to use your suggestions, ideas, proposals or material for any purpose whatsoever.

PROHIBITED USE OF WEBSITE

You agree that you will not use the Website to violate any law, statute, ordinance, regulation, or treaty, to violate the rights of third parties, or for a use outside of the customary and intended purposes of the Website.

Specifically, you are prohibited from the following conduct, without limitation:

- Circumventing Counselive's technological or security protection mechanisms;
- Misusing another user's personal information;
- Interfering with the operation of the Website;
- Impersonating another or creating multiple alias accounts;
- Attempting to gain access to the private data or personal information of a user of the Website or a third party;

- Transmitting unsolicited commercial messages, or spam, through the Website or to users of the Website;
- Posting or transmitting content intended to collect personal or personally identifiable information from users of the Website or third parties;
- Posting or transmitting content that constitutes fraud, an unwanted commercial solicitation, a phishing scam, or a chain letter;
- Posting or transmitting content that is inaccurate, false, misleading, offensive, derogatory, obscene, profane, sexually oriented, racially offensive, or otherwise harmful;
- Using a script, robot, spider, scraper, or other automated technology to access the Website:
- Posting or transmitting content that threatens or encourages bodily harm or the destruction of property;
- Posting or transmitting content that infringes upon the intellectual property rights or other personal or proprietary rights of other users of the Website or third parties;
- Posting or transmitting content that violates any term or condition of this Agreement; or
- Posting or transmitting content, or using the Website in a manner that violates any law, statute, regulation, or ordinance, or treaty, whether local, state, provincial, national, or international.

INDEMNIFICATION

You agree that you will hold harmless, defend, and indemnify Counselive, including its members, employees, agents, affiliates, directors, officers, and board members, from and against all claims, damages, liabilities, penalties, costs, and judgments, including attorneys' fees, that arise out of or in connection with your use of the Website, your violation of a term or provision of this Agreement, or your violation of the rights of a third party. You agree that your obligation to hold harmless, defend, and indemnify Counselive will survive the termination or failure of this Agreement and your use of the Website. Your obligation to defend Counselive under the terms of this Agreement will not provide you with the right to control Counselive's defense, and Counselive reserves the right to control its defense regardless of your contractual requirement to defend Counselive.

ASSIGNMENT

You are prohibited from assigning your rights and duties under this Agreement to a third party. Counselive reserves the right to assign its rights and duties under this Agreement at any time, including in a sale of Counselive or the Website.

REMEDIES, JURISDICTION, CHOICE OF LAW, AND ARBITRATION

Any failure on the part of Counselive in seeking relief for any breach of any duty under this Agreement will not waive the right of Counselive to seek relief for any subsequent breach.

You agree that the Website is located in the state of Michigan, and the healthcare provider services offered through the Website are located in the Licensed Locations only. You agree that the Website does not give rise to personal jurisdiction over Counselive in jurisdictions other than the Licensed Locations. This Agreement will be interpreted under and governed by the laws and legal principles of the laws of the United States of America and the State of Michigan, without regard to conflicts of laws principles or statutes.

Any dispute that arises out of or in relation to this Agreement or your use of the Website will be resolved by arbitration.

YOU AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE WEBSITE, INCLUDING ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, VIOLATION, BREACH, OR TERMINATION OF THIS AGREEMENT. ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN MICHIGAN AND IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDING WILL BE DECIDED BY A SINGLE ARBITRATOR AND THE ARBITRATOR WILL DECIDE THE ARBITRATION PROCEEDING BY APPLYING THE LAWS AND LEGAL PRINCIPLES OF THE STATE OF MICHIGAN AND THE FEDERAL LAWS OF THE UNITED STATES. YOU AND COUNSELIVE AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF ANY ARBITRATOR OR ARBITRATION PROCEEDING IN THE STATE OF MICHIGAN.

CONSENT TO ONE-YEAR STATUTE OF LIMITATIONS

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY

BARRED. YOU AGREE THAT YOU WILL NOT START OR PARTCIPATE IN ANY CLASS ACTION LAWSUIT RELATED IN ANY WAY TO THE USE OF THIS WEBSITE.

SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired and shall continue in full force and effect.

No Waiver

You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed by the party to be charged.

DELEGATION OF RIGHTS AND DUTIES

Counselive reserves the right to delegate any of its duties under this Agreement to any other person, entity, or subcontractor. Under no circumstances are you permitted to transfer the rights provided to you by this Agreement.

INTEGRATION

This Agreement, along with the Privacy Policy constitute the entire agreement between the parties with respect to the Website. There are no further understandings, agreements, or representations with respect to the Website that is not specified in this Agreement or those specified in this subsection.

NOTICES

All notices to Counselive must be in writing to counselor@counselive.com.

All rights not expressly granted herein are reserved to Counselive, LLC.

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