

## Terms & Conditions

### 1. The Terms & Conditions

These terms and conditions (“Terms”) govern your access and use of the Powell Mental Health | PMH CT PC online platform (the “Platform”). By accessing or using the Platform, you agree to comply with all the terms and conditions described in these Terms. You should read these Terms carefully before starting to use the Platform. If you do not agree to be bound to any term of this Agreement, you must not access the Platform.

### 2. Therapy Services

The Platform may be used to connect you with a therapist (“Therapist”) who will provide services to you through the Platform (“Therapy Services”). The Therapists are independent providers who are neither our employees nor representatives, and the Therapy Services are the responsibility of the Therapist who provides them. If you feel the Therapy Services provided by the Therapist do not fit your needs or expectations, you may change to a different Therapist at any time.

### 3. Site Content

Under no circumstances should the information contained on this site be considered medical advice. You should always talk to a licensed health care professional for diagnosis and treatment. None of the content of this site represents or warrants that any particular medication or treatment is safe or effective.

### 4. Privacy

Protecting your privacy is very important to us. Our Privacy Policy can be found at.

### 5. Third-Party Content

Powell Mental Health | PMH CT PC is not responsible for the content of linked third-party websites or advertisements and does not make any representations regarding its content or accuracy. The appearance of a link does not constitute an endorsement or recommendation by Powell Mental Health.

### 6. Disclaimer of Warranty and Limitation of Liability

YOU HEREBY RELEASE US AND AGREE TO HOLD US HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM THE THERAPY SERVICES OR THE PLATFORM, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION AND/OR SERVICE OF ANY THERAPIST AND/OR ANY OTHER CONTENT OR INFORMATION ACCESSIBLE THROUGH THE PLATFORM.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT THE PLATFORM IS PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, NON-INFRINGEMENT, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. THE USE OF THE PLATFORM IS AT YOUR OWN RISK. TO THE FULLEST EXTENT OF THE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.

If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.

#### 7. Disclaimer of Warranty and Limitation of Liability

These Terms are governed by the laws of the State of Connecticut, without regard to any conflict of laws rules or principles. You agree to submit to the venue and jurisdiction of the Connecticut courts in the cases that arbitration is not successful or is assigned or appealed to a civil court. Powell Mental Health | PMH CT PC failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in full force and effect. These Terms constitute the entire Agreement between Powell Mental Health | PMH CT PC and yourself. Powell Mental Health | PMH CT PC may revise these Terms from time to time without notice to you. Unless otherwise specified by us, all modifications shall be effective upon posting.

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