

Website Terms & Conditions

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3. Communications with and Submissions to the Site

Electronic communications

This section is not intended to alter or amend any existing rules, laws, regulations, or standards regarding clinician/client confidentiality or privilege.

LL encourages visitors to submit comments, and other content; send e-mail and other communications; and submit suggestions, ideas, questions, or other information (collectively, "Submissions"), so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, or other malware, commercial solicitation, chain letters, mass mailings, or any form of "spam."

When you visit the Site or transmit any Submissions to LL electronically, you are communicating with LL electronically. By communicating with LL electronically, you consent to receive communications from LL electronically. LL will communicate with you by e-mail or by posting notices on this Site. By communicating with LL electronically, you also agree that all agreements, notices, disclosures and other communications that LL provides to you electronically satisfy any legal requirement that such communications be in writing.

By transmitting any submissions to LL electronically, you specifically acknowledge that you understand that LL makes no warranties or assurances that such submissions will be accessed, read, or responded to by LL.

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By transmitting any Submission(s) to LL, you hereby represent and warrant to LL that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that

use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify LL for all claims resulting from content you supply.

By transmitting any Submission(s) to LL, you also represent and warrant that: (i) you are of legal age and otherwise legally competent to enter into contracts; (ii) you have all rights, approvals and/or consents necessary to submit the Submission(s) on the Terms provided herein; (iii) no permission is required from any other individual or company for LL to use the Submission(s); (iv) the materials contained in the Submission(s), including, without limitation, the, ideas, compositions, and other materials, are original, were created only by you, do not contain any "samples," excerpts, or other works from the material of others, and do not otherwise infringe on the intellectual property rights of any other individuals or companies; (v) the Submission(s) does not and will not violate any laws or be defamatory, libelous, pornographic or obscene; (vi) you are not bound by any contract that would prohibit you from agreeing to these Terms and Conditions; (vii) you will not hold LL liable for copyright or trademark infringement based, in whole or in part, upon LL's access to and use of the Submission(s); and (vi) the Submission(s) will not contain any "viruses" or other information that may damage or otherwise interfere with LL's computer systems or data, or the computer systems or data of users of LL's website. You shall be fully responsible for any breach of the representations and warranties made to LL under this paragraph, and you shall indemnify LL and hold LL harmless from and against any and all claims, liabilities, actions, losses, damages and costs, including reasonable attorneys' fees and costs, arising from any such breach.

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of an e-mail, card or any other Submission. LL maintains the right (but not the obligation) to review your Submission(s) and, in its sole discretion, decline to post and/or remove any Submission(s) for any reason or for no reason at all, at any time, and without notice.

You may request that LL delete your Submission(s) from the Site by emailing LL at e-mail address and specifically identifying the Submission(s) you are requesting to be deleted. Upon receipt of your emailed request, LL will make all reasonable efforts to delete your Submission(s) from the system and Site; however, LL disclaims any and all responsibility for any copies of your Submission(s) that may have been made by a user of the Site before your Submission(s) was removed.

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Given the nature of the internet, the transmission of any communication or Submission to LL via the Site or internet e-mail, whether encrypted or otherwise, cannot be guaranteed in all circumstances as secure. As an alternative to communicating over the internet or e-mail, LL can be contacted by postal mail at: 1037 NE 65th Street, #209, Seattle, WA, 98115.

5. Privacy

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7. Indemnification

You agree to defend, indemnify, and hold harmless LL, its affiliates, contractors, and partners of any and all type, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including without limitation attorneys' fees and costs) relating to or arising from this Site, your use of this Site, your Submission(s) to the Site, your fraud, violation of law, or willful misconduct, and any breach by you of these Terms and Conditions.

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10. Governing Law, Jurisdiction, and Disputes

Governing law

By visiting the Site, you agree that the laws of the state of Washington, without regard to principles of conflict of laws, will exclusively govern these Terms and Conditions and any dispute of any sort that might arise between you and LL.

Jurisdiction

By accessing, viewing, or using the works, content, or materials on this Site, you consent to the exclusive jurisdiction of the federal and state courts presiding in King County, Washington, and agree to accept service of process by personal delivery or mail and hereby waive any and all jurisdictional and venue defenses otherwise available. Any party who unsuccessfully challenges the enforceability of this jurisdiction clause shall reimburse the prevailing party for its attorney's fees and costs, and the party prevailing in any such dispute shall be awarded its attorneys' fees and costs.

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Any dispute relating in any way to your visit to the Site or to products or services sold, distributed, or provided, by LL or through the Site shall be adjudicated in any state or federal court in King County, Washington, and you consent to exclusive jurisdiction and venue in such courts.

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LL shall not be liable for any damages resulting from a failure or delay in performance caused by causes beyond LL's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers. Without limiting anything else in these Terms and Conditions or otherwise, neither LL, its affiliates, contractors, and partners of any and all type, nor all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys will be liable for any loss resulting from failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems or errors, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, states of emergency declared by local, state, or federal authorities, strikes or other labor problems, wars, acts of terrorism or other armed conflict, or governmental restrictions.

12. Your Account

If you use this Site, you are responsible for maintaining the confidentiality of your private information, for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password, if any. LL does provide products or services to Children. If you are under 13, you may use www.lighthouselistening.com only with the involvement of a parent or guardian. LL reserves the right to refuse service, terminate accounts, remove or edit content, or cancel access in its sole discretion.

13. Site Policies, Modifications, and Severability

LL reserves the right to make changes to the Site, policies, and these Terms and Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. Headings used in these Terms and Conditions are for reference only and shall not affect the interpretation of these Terms and Conditions.

14. Copyright Complaints

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- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A specific description of the copyrighted work that you claim has been infringed upon;
- A specific description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized or allowed by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
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LL's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Copyright Agent
1037 NE 65th Street, #209, Seattle, WA, 98115
USA

e-mail: lighthouselisteningpro@gmail.com

15. Notice to California Residents

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California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 1-800-952-5210. Hearing impaired persons may call 1-800-735-2929 via TTY device.