

**CLEAR CHILD PSYCHOLOGY INC.  
TERMS OF SERVICE**

**DO NOT USE THIS SERVICE IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, IF YOU ARE THINKING ABOUT SUICIDE OR ARE CONSIDERING TAKING ACTIONS THAT MAY CAUSE HARM TO YOU OR TO OTHERS, OR IF YOUR HEALTHCARE PROVIDER HAS ADVISED AGAINST YOUR PARTICIPATION.**

**IMMEDIATELY CALL “911” IF YOU HAVE A MEDICAL EMERGENCY OR FEEL THAT YOU OR ANY OTHER PERSON MAY BE IN DANGER.**

THESE TERMS OF SERVICE CONSTITUTE A LEGALLY BINDING AGREEMENT (“**AGREEMENT**”) BETWEEN CLEAR CHILD PSYCHOLOGY INC., WITH AN ADDRESS OF 11001 West 120<sup>th</sup> Ave Suite 400 Broomfield CO 80021, UNITED STATES (“**CCP**”) AND YOU (“**YOU**” OR “**USER**”) REGARDING YOUR USE OF THE PLATFORM (AS DEFINED BELOW) AND THE SERVICES AVAILABLE TO USERS THROUGH THE PLATFORM (THE “**SERVICES**”).

BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATON PROCESS, ACCESSING, OR USING THE SERVICE, YOU EXPRESSLY (A) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT IN ITS ENTIRETY; AND (B) AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND BE HELD LIABLE FOR ANY NONCOMPLIANCE WITH THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE THE SERVICE.

**PLEASE BE AWARE THAT SECTION 17 OF THIS AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH CCP THROUGH FINAL AND BINDING ARBITRATION, EXCEPT AS OTHERWISE SET FORTH HEREIN. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.**

**1. SERVICES**

**1.1 Services.** Subject to the terms of this Agreement, Users can use CCP’s informational, communications, assessment and tele-psychology platform (the “**Platform**”) provided via the CCP’s websites, including [www.cleape.com](http://www.cleape.com), [www.clearchildpsychology.com](http://www.clearchildpsychology.com), [clear-cade.com](http://clear-cade.com), [clearchildparent.com](http://clearchildparent.com) (each, a “**Website**” and collectively, the “**Websites**”), which includes access to assessments, quizzes and consultations designed for parents and professionals with concerns about a child’s mental health, for purposes of receiving general advice, emotional support, coaching services, and tele-psychology services provided by licensed

psychologists in the United States.<sup>1</sup> Users may be able to communicate directly with licensed psychologists via the Platform and pay for Services purchased through the Platform.

**1.2 Modification of Services.** CCP may, in its sole discretion, change, modify, add, or remove portions, features or functions from the Services, or suspend or discontinue the Services or any portion thereof (temporarily or permanently and whether pursuant to a modification of the Services or otherwise), without notice or liability to you or to any third party. You agree that CCP shall not be liable to you for any modification, suspension, or discontinuance of the Services or any features or functions thereof.

### **1.3 Limitations of Services and Related Disclaimers of Liability.**

**1.3.1** YOU MUST IMMEDIATELY CALL “911” AND NOTIFY THE RELEVANT AUTHORITIES IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, THINKING ABOUT SUICIDE, OR IF YOU ARE CONSIDERING TAKING ACTIONS THAT MAY CAUSE HARM TO YOU OR TO OTHERS OR IF YOU FEEL THAT YOU OR ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY.

**1.3.2** TELE-PSYCHOLOGY IS NOT AN EXACT SCIENCE. THE DIAGNOSES, ADVICE AND INFORMATION MADE AVAILABLE VIA THE WEBSITE AND SERVICES IS BASED SOLELY ON THE LIMITED INPUTS, CONTENT, DISCUSSIONS, AND INFORMATION MADE AVAILABLE BY USERS, AND CCP DOES NOT ATTEMPT TO VERIFY THE ACCURACY OF ANY SUCH INFORMATION. WHILE CCP AND ITS LICENSED PSYCHOLOGISTS WILL ATTEMPT TO PROVIDE ACCURATE AND HELPFUL DIAGNOSES, ADVICE AND INFORMATION, DUE TO THE NATURE OF TELE-PSYCHOLOGY, INCLUDING THE FACT THAT ALL DIAGNOSES, ADVICE AND INFORMATION PROVIDED BY PSYCHOLOGISTS ARE BASED ON INFORMATION PROVIDED BY USERS, WE CANNOT GUARANTEE THAT SUCH DIAGNOSES, ADVICE OR INFORMATION ARE OR WILL BE RELEVANT, USEFUL, CORRECT, SATISFACTORY, ACCURATE, TIMELY, COMPLETE OR SUITABLE TO YOUR, OR YOUR CHILD’S, NEEDS.

## **2. LICENSE**

**2.1 License.** Conditioned upon your compliance with the terms of this Agreement, CCP grants you a personal, limited, nonexclusive, non-transferable, non-sublicensable, revocable license to access and use the Services during the term of this Agreement, whether accessed via an Internet browser, smartphone, tablet, or other device, (a) solely in object code form, and (b) solely via a device that meets the minimum technical requirements necessary to run the Services (as determined by CCP).

**2.2 Permitted Uses and Restrictions.** You may use the Services solely for its intended purpose. Without limiting the immediately preceding sentence, you may not (a) share your user name or password for the Services with any other individual or allow any third party to

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<sup>1</sup> Consultations with one of our licensed psychologists are currently available to only residents located in states that allow telepsychology practice.

access or use the Services, (b) sell, resell, license, sublicense, distribute, rent, or lease the Services, include the Services in a service bureau or outsourcing offering, or otherwise access or use the Services other than as expressly permitted hereunder, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) copy the Services or any part, feature, function or user interface thereof, (h) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of the Services, (i) access the Services in order to build a competitive product or service, or for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes, (j) “harvest” or collect information from the Services (including information about other users of the Services or offerings, products or services available on the Services) using an automated software tool or manually on a mass basis, (k) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Services or any component thereof, in whole or in part, except as and only to the extent such restriction is permitted by any applicable federal, state, or local laws, codes, rules, regulations, or orders of any governmental authority (“**Law**”), (l) integrate or link to any open source software or freeware with the Services, (m) remove any proprietary notices, labels or marks from the Services, (n) copy, display, reproduce, publish, license, post, transmit, modify, or distribute any information, in whole or in part, from any written guides, training materials, or tutorials provided to you in connection with your use of the Services, or (o) permit third parties to do any of the foregoing.

**2.3 Availability.** CCP will employ reasonable measures to provide you with access to the Services. However, there will be occasions when the Services will be interrupted for maintenance, upgrades, emergency repairs, or due to the failure of telecommunications links or equipment or other circumstances that are beyond CCP’s control.

### **3. PRIVACY POLICY**

All information CCP collects through the Services is subject to CCP’s Privacy Policy available at [www.clearchildpsychology.com](http://www.clearchildpsychology.com). By using the Services, you consent to all actions taken by CCP with respect to your information in compliance with CCP’s Privacy Policy. The Privacy Policy is incorporated into and made part of this Agreement.

### **4. FEEDBACK**

If you provide any suggestions, enhancement requests, recommendations, comments or other feedback (“**Feedback**”) relating to the Services to CCP, you agree that CCP and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in connection with the Services, other related technologies and/or for any other purpose, on a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual basis. CCP will not be obligated to implement any Feedback or correct any defects, bugs or errors in the Services identified in the Feedback or otherwise.

## 5. REGISTRATION

**5.1 Registering Your Account.** In order to access certain features of the Services, you may be required to register for an account (“**Account**”) by following the instructions on the Website.

**5.2 Registration Data.** In registering for an Account, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (x) at least eighteen (18) years old; (y) of legal age to form a binding contract; and (z) not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction.

## 6. CONTENT.

**6.1 Content.** As used herein, “**Content**” means any information User transmits, uploads, provides, submits, or posts to the Services and any information provided by User to CCP in connection with the Services, including Registration Data. You are responsible for (a) Content submitted to the Services under your username and password, (b) treating your username and/or password as confidential, and not disclosing it to any third party, (c) ensuring that the computer or device on which you access the Services has the required minimum Internet bandwidth (upload and download), (d) the accuracy, quality, and legality of all Content you submit to the Services and the means by which you acquired such Content, (e) using commercially reasonable efforts to prevent unauthorized access to or use of the Services, (f) promptly notifying CCP in the event of any unauthorized use of or access to the Services, and (g) providing reasonable assistance to CCP in investigating and preventing the recurrence of such unauthorized use or access. You hereby represent, warrant, and covenant that (x) you have all rights and licenses necessary with respect to your submission and the use of any Content in connection with the Services, (y) your submission and the use of any Content in connection with the Services will be in compliance with Law, and (z) you will not submit any Content to the Services that is unlawful, offensive, threatening, libelous, defamatory, obscene, or otherwise violates any third party’s rights, including intellectual property rights and/or privacy rights, or that violates this Agreement. “CONTENT” DOES NOT INCLUDE ANY PERSONAL DATA (AS DEFINED IN CCP’S PRIVACY POLICY AVAILABLE AT [www.clearchildpsychology.com](http://www.clearchildpsychology.com) ) UNLESS DISCLOSED BY YOU ON A PUBLIC FORUM HOSTED ON THE SITE.

**6.2 License to Content.** By submitting Content to the Platform, you hereby grant CCP: (i) a royalty-free, transferable, nonexclusive, worldwide right and license to publish, reproduce, modify, create derivative works from, incorporate into other works, distribute, and otherwise exploit any Content solely for the purpose of providing the Services to Users, with the right to sublicense the foregoing rights to CCP’s service providers and agents for purposes of providing the Services to CCP’s customers.

**6.3 No Obligation to Pre-Screen Content.** CCP does not have, and does not undertake, any obligation to prescreen, monitor, edit, or remove any Content submitted through

the Platform by any User. However, CCP retains the right (but not the obligation), in its sole discretion and for any reason, to prescreen, monitor, edit, remove, or move Content posted through the Platform.

## **7. SUPPORT SERVICES**

You acknowledge and agree that CCP will have no obligation to provide you with any support or maintenance in connection with the Services.

## **8. FEES**

By providing a credit card or other payment method accepted by CCP (“**Payment Method**”), you are expressly agreeing that CCP and its vendors are authorized to charge to the Payment Method the total amount of the fees associated with the Services, together with any applicable taxes (collectively, as applicable, a “**Purchase**”), in advance of your receipt of Services. CCP will use third party services to process credit card information. The applicable fee schedule and the payment terms are subject to change by CCP from time to time. CCP DOES NOT ACCEPT HEALTH INSURANCE AS A FORM OF PAYMENT IN CONNECTION WITH ANY SERVICES.

If the Payment Method cannot be verified, is invalid or is otherwise not acceptable, your Purchase may be suspended or cancelled. You must resolve any payment method problems before we proceed with your Purchase. If a payment is not successfully settled and you do not edit your Payment Method information or cancel your Purchase or account, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. All fees are nonrefundable.

## **9. COLLECTION AND USE OF DATA AND OTHER INFORMATION**

CCP may (a) compile statistical and other information related to the performance, operation, and use of the Services, and (b) use data from the Services in aggregated form to create statistical analyses, and for research and development purposes ((a) and (b) collectively, “**Service Analyses**”). CCP may make Service Analyses publicly available and use Service Analyses for its business purposes; however, Service Analyses shall not incorporate Content in a form that could serve to identify Subscriber or any individual. Service Analyses do not constitute Content, and CCP shall retain all right, title, and interest in and to Service Analyses, including all intellectual property rights therein and thereto.

## **10. RECORD RETENTION**

During and after the term of this Agreement, CCP may (a) collect, retain and use any Content submitted to the Services, including usage history, in order to provide and administer the Services; however, CCP is not responsible for maintaining such Content, except as required by Law; and (b) access, read, preserve, and disclose any Content submitted to the Services that CCP reasonably believes is necessary to (i) satisfy any Law, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to a support request, or (v) protect its rights, property or safety, and that of its users and the public. During

and after the term of this Agreement, CCP retain Personal Data collected and/or used in connection with the Services for regulatory and/or recordkeeping purposes.

## **11. OWNERSHIP**

**11.1 Services.** As between you and CCP, all title and intellectual property rights in and to the Services are owned exclusively by CCP. You are a user of the Services; the Services are not sold to you. No title to or ownership of the Services, or any proprietary rights related to the Services, are transferred under or by virtue of this Agreement. CCP reserves all rights in and to the Services not expressly granted to you under this Agreement. Further, this Agreement does not authorize you to use any name, trademark or logo of CCP. The Services are protected by copyright laws and treaties, as well as Laws related to other forms of intellectual property rights.

**11.2 Content.** As between the parties, Subscriber is and will remain the sole and exclusive owner of all right, title, and interest in and to all Content, including all intellectual property rights therein and thereto, subject to the license granted herein to CCP.

## **12. TERM AND TERMINATION**

**12.1** Subject to this section, this Agreement will remain in full force and effect while you use the Services. You may terminate your Account at any time, for any reason, by following the instructions on the app or the website or uninstalling the app. We may suspend or terminate your rights to use the Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of this agreement. Upon termination of your rights under this Agreement, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve deletion of any data associated with your Account. Neither CCP nor its suppliers or licensors will have any liability whatsoever to you for any termination of your rights under this Agreement, including for termination of your Account or deletion of such data.

**12.2** You acknowledge that if you breach this Agreement, CCP may have no adequate remedy at law, will suffer irreparable harm as a result of such a breach, and therefore will be entitled to injunctive relief without the obligation of posting a bond. Upon the termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiration or termination, except that provisions which by their nature should survive termination will survive, including use restrictions, indemnity obligations, warranty disclaimers, and limitations of liability, including Sections 1.3, 6.2, 8, to 23.

## **13. DISCLAIMER OF WARRANTIES**

**13.1** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED TO YOU “AS IS,” WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. CCP EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR THOSE ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

**13.2** CCP DOES NOT WARRANT THAT THE SERVICES WILL PERFORM ERROR-FREE OR WITHOUT INTERRUPTION; MEET ANY PERFORMANCE OR RELIABILITY STANDARDS; BE FREE FROM BUGS, VIRUSES, HARMFUL CODE, ERRORS, OR OTHER PROGRAM OR SYSTEM LIMITATIONS (OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED); MEET YOUR REQUIREMENTS; ACHIEVE ANY INTENDED RESULTS; OR BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES. CCP SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU FOR DOWNTIME OF THE SERVICE, ANY BREACH OF DATA SECURITY, OR ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM USE OF THE SERVICE, FAILURE OF THE SERVICE, OR OTHERWISE RELATING TO THE SERVICE.

#### **14. LIMITATION OF LIABILITY**

**14.1** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CCP WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES HOWEVER CAUSED, INCLUDING DAMAGES FOR COMPUTER MALFUNCTION, LOST PROFITS, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, AND/OR THE COST TO OBTAIN SUBSTITUTE SOFTWARE OR SERVICES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF (OR INABILITY TO USE) THE SERVICES, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF CCP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CCP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE AMOUNT ACTUALLY PAID TO CCP FOR YOUR USE OF THE SERVICE DURING THE LAST MONTH PRECEDING THE DATE THE CLAIM AROSE. THE ABOVE LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**14.2** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE SERVICE, THIS AGREEMENT OR ANY ORDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **15. INDEMNIFICATION**

You agree to indemnify, hold harmless and defend CCP, including its licensees and its and their subsidiaries, affiliates, officers, directors, agents, employees, contractors, successors and assigns, from and against any and all costs, expenses, liabilities, fines, penalties, and damages, including attorneys' fees, incurred in connection with any and all third party claims arising out of (a) your use of the Services, (b) violation of the terms of this Agreement, or (c) an allegation that any Content or Feedback or the use thereof in connection with the Services and/or other subject matter of this Agreement infringes, misappropriates or otherwise violates a third party's intellectual property rights or violates applicable Law, or (d) an allegation that your use of the Services in violation of this Agreement infringes, misappropriates or otherwise violates a third party's intellectual property rights or other rights, or violates applicable Law.

#### **16. GOVERNING LAW; WAIVER OF JURY TRIAL**

This Agreement, as well as any dispute or claim arising out of or related to this Agreement, its subject matter, or its formation (in each case, including non-contractual disputes or claims) is governed by and shall be construed in accordance with the laws of the State of Colorado, without giving effect to any choice or conflict of law provision or rule. The United Nations Convention on the International Sales of Goods does not apply to this Agreement.

**17. DISPUTE RESOLUTION.** Please read the following arbitration agreement in this Section (“**Arbitration Agreement**”) carefully. It requires you to arbitrate disputes with CCP and limits the manner in which you can seek relief from us.

**17.1 Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Website or Services, or to any aspect of your relationship with CCP, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or CCP may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

**17.2 Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent send email to [dr.willard@clearchildpsychology.com](mailto:dr.willard@clearchildpsychology.com) and legal matters will be addressed with our legal council at Cooley Michael T. Nelson, JD, Ph.D. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, CCP will pay them for you. In addition, CCP will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**17.3 Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and CCP. The arbitration proceeding will not be consolidated with any other matters or

joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

**17.4 Waiver of Jury Trial.** YOU AND CCP HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and CCP are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 17.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**17.5 Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.

**17.6 30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: 11001 West 120<sup>th</sup> Ave Suite 400 Broomfield CO 80021, within 30 days after first becoming subject to this Arbitration Agreement or email: dr.willard@clearchildpsychology.com]. Your notice must include your name and address, your CCP username (if any), the email address you used to set up your CCP account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

**17.7 Severability.** Except as provided in subsection 17.5 if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

**17.8 Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with CCP.

**17.9 Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if CCP makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing CCP at the following address: 11001 West 120<sup>th</sup> Ave Suite 400 Broomfield CO 80021.

## **18. COMPLETE AGREEMENT**

This Agreement constitutes the entire agreement binding you and CCP with respect to your use of the Services, and supersede all prior or contemporaneous understandings, whether written or oral, regarding such subject matter.

## **19. MODIFICATIONS TO THIS AGREEMENT**

CCP reserves the right, in its sole discretion, to modify this Agreement at any time upon notice to you, including by posting a revised version of this Agreement on the Services. Any such modified Agreement will be effective immediately upon being made available to you, and your continued use of the Services thereafter constitutes your affirmative acceptance of such modified Agreement. Otherwise, the terms of this Agreement may not be modified, in whole or in part, except by written agreement executed by an authorized signatory of CCP. If you are dissatisfied with the terms of the Agreement or any modifications thereof, then you agree that your sole and exclusive remedy is to discontinue any use of the Services.

## **20. COMMUNICATIONS**

Communications from CCP to you may be by electronic means. You hereby consent to receiving communications from CCP in electronic form, and agree that all terms and conditions, agreements, notices, disclosures, and other communications that CCP provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing, other than any non-waivable rights.

## **21. MISCELLANEOUS**

Any remedy of CCP set forth in this Agreement is in addition to any other remedy afforded to CCP under applicable Law or otherwise. CCP's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by Law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without CCP's prior written consent. Any purported assignment in violation of this Section shall be void. CCP may freely assign or otherwise transfer its rights or obligations under this Agreement. The terms and conditions of this Agreement shall apply to and be binding upon the approved successors and permitted assigns of the parties hereto. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. This Agreement does not and is not intended to confer any rights or remedies upon any

person other than you and CCP. For all purposes of this Agreement, the words “including” and “includes” mean inclusion without limitation.

## **22. NOTICES**

All notices, requests, approvals, and other communications required or permitted to be given by you hereunder must be in writing, delivered by personal delivery, nationally recognized overnight courier, by certified or registered mail, return receipt requested or by email and will be deemed given upon personal delivery, one business day after deposit with a nationally recognized overnight courier, five days after deposit in the mail, or on the date sent by email with confirmation of transmission, if sent during normal business hours of CCP, and on the next business day, if sent after normal business hours of CCP. Notices will be sent to the addresses set forth at the address indicated in the preamble above or such other address as CCP may specify in writing pursuant to this Section.

## **23. QUESTIONS**

Questions regarding the Services or this Agreement should be directed as follows: [dr.willard@clearchildpsychology.com](mailto:dr.willard@clearchildpsychology.com) (email); or 11001 West 120<sup>th</sup> Ave Suite 400 Broomfield CO 80021 (mail).