

# Mindful Therapy Group

## Terms and Conditions for Website and SMS/Text Messaging

### Introduction

These Terms and Conditions (“Terms”) govern your use of the websites (“Site”) and the digital services, including any related networks, mobile applications, downloadable software, SMS services (“SMS Services”), and other platforms where these Terms are posted (collectively, the “Services”), provided by Mindful Therapy Group P.C., including its divisions, subsidiaries, and affiliates (“Mindful Therapy”) or Mindful Support Services, LLC (“MSS”) on Mindful Therapy’s behalf (collectively, “we,” “us,” “our,” or “MTG”). By accessing or using the services, you agree to be bound by these Terms and our [Privacy Policy](#). If you do not accept any of these Terms and/or you do not meet or comply with its provisions, you may not use our Site or Services. The disclaimers, terms, and conditions in these Terms are of general application; additional terms and conditions may apply.

IMPORTANT NOTICE: YOUR USE OF THE SERVICES IS SUBJECT TO AN ARBITRATION PROVISION IN THIS AGREEMENT, REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. PLEASE CAREFULLY REVIEW THE ARBITRATION SECTION OF THIS AGREEMENT FOR MORE INFORMATION.

### Information Only; No Medical Advice

The Site and SMS Services are provided by MSS on Mindful Therapy’s behalf. MSS does not provide medical or mental health services. **THE SITE, SMS SERVICES, AND THEIR RELATED CONTENT ARE FOR INFORMATIONAL AND ADMINISTRATIVE PURPOSES ONLY. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.**

### Intellectual Property

All content, features, and functionality on the Service—including but not limited to our systems, data, documents, text, graphics, logos, icons, images, audio clips, videos, software, code, downloadable materials, and the overall design and layout (“Materials”)—are and shall at all times remain the exclusive property of Mindful Therapy Group P.C. (“MTG”) or its licensors, and are protected by U.S. and international copyright, trademark, trade dress, and other intellectual property laws.

You may not copy, reproduce, distribute, republish, download, display, post, or transmit any part of the Service without MTG’s prior written permission, except as expressly permitted under these Terms.

## Limited License

Subject to your continued compliance with these Terms, and subject to additional terms of any third-party licenses applicable to third-party software included in the Services, MTG grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Service solely for personal, non-commercial purposes. We reserve all rights not otherwise expressly granted by these Terms. If you do not comply with these Terms, we reserve the right to revoke any license granted in these Terms and limit your access to the Services. Any use of the Services that exceeds the rights expressly granted in these Terms is strictly prohibited and constitutes a violation of this Agreement, which may result in the termination of your right to access and use the Services. You are not acquiring any rights in or to the Materials other than a non-exclusive right to access and use the Services solely in accordance with these Terms.

You agree not to:

- Reproduce, duplicate, copy, license, sublicense, sell, resell, transfer, assign, distribute, or otherwise exploit or make available to any third party any portion of the Service for commercial purposes;
- Modify, adapt, alter, translate, reverse engineer, or create derivative works from the content provided on the Service;
- Use any automated means (such as bots, scrapers, or spiders) to access the Service without MTG's express permission.

## Representations

You hereby represent and warrant that: (1) you (a) are at least the age of 13; and (b) have the power and authority to enter into and perform your obligations under these Terms; (2) all information provided by you to us is truthful, accurate and complete; (3) you will comply with these Terms and any other agreement to which you are subject that is related to your use of the Services, or any part thereof; (4) if applicable, you have provided and will maintain accurate and complete information with us, including, without limitation, your legal name, email address, and any other information we may reasonably require; (5) your access to and use of the Services or any part thereof will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (6) you will immediately notify us in the event that you learn or suspect that the contact information you provided to us has been disclosed or otherwise made known to any other person; and (7) you will not use the Services in order to gain competitive intelligence about us, the Services, or any product or service offered via the Services or to otherwise compete with us.

## User Conduct and Acceptable Use

You agree to use the Service only for lawful purposes and in a manner consistent with all applicable local, state, national, and international laws and regulations.

Specifically, you agree that you will not:

- Use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other user’s access or enjoyment;
- Use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of the Services, servers, or networks connected to the Services;
- Attempt to gain unauthorized access to any portion of the Service, other user accounts, or systems or networks connected to the Service;
- Use the Service to transmit any unlawful, harmful, defamatory, obscene, or otherwise objectionable material;
- Use the Service to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- Upload, introduce into the Services, or transmit viruses, rogue program, Trojan horse, worm, malware, or any other malicious or intentionally destructive code, software routines, or equipment components designed to permit unauthorized access to or disable, erase, or otherwise harm the Services, or perform any such actions;
- Introduce into the Services any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of an unauthorized person;
- Delete, modify, hack, or attempt to change or alter the Services;
- Decrypt, transfer, create Internet links to the Services, or “frame” or “mirror” the Services on any other server or wireless or Internet-based device;
- Circumvent or attempt to circumvent any electronic protection measures in place to regulate or control access to the Services;
- Use the Services for unlawful purposes.

MTG reserves the right to suspend or terminate access to the Service for any user who violates these provisions, or to investigate and prosecute violations of any of the restrictions to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

### **Access and Availability**

Your access to the Services is provided with no guarantee for future availability or continued right of access. You agree that we may immediately suspend or terminate your access to the Services or any part thereof. You further agree that such measures may be taken in our sole discretion and without liability to you or any third party.

We use commercially reasonable efforts to maintain the Services, but we are not responsible for any defects or failures associated with the Services or any damages (such as lost profits or any other consequential or indirect damages) that may result from any such defects or failures. The Services may be inaccessible or inoperable for any reason. The Services are not intended to be available 100% of the time and we do not make any representations, warranties, or guarantees regarding the reliability or availability of the Services. We do not represent, warrant, or guarantee that the Services will always be completely free of human or technological errors. We will not be liable to you or any third party for damages or losses related to the Services being unavailable.

## **Modification of Services**

We may discontinue or alter any aspect of the Services, restrict the time the Services are available, and restrict the amount of use permitted at our sole discretion and without prior notice or liability to you. We may also install bug fixes, updates, patches, and other upgrades to the Services without prior notice or liability to you. Your only remedy is to discontinue using the Services if you do not want a modification we make to the Services.

## **Medical Disclaimer**

The content provided through the Service is for informational and administrative purposes only. It is not intended to be, and should not be used as, a substitute for professional medical advice, diagnosis, or treatment.

Do not use the Service to report medical emergencies or urgent concerns. If you are experiencing a medical emergency, call 911 immediately.

MTG does not offer medical advice through the Service, and no information obtained from the Service should be considered medical guidance. No licensed medical professional relationship is created by using our Site or SMS Services. All health-related decisions should be made in consultation with a licensed medical or mental health provider.

## **Links; Third Party Materials**

The Services may include content provided by third parties and/or links to other websites or resources on the Internet (collectively, "Third Party Materials"). Because we have no control over Third Party Materials, you acknowledge and agree that we are not responsible for the availability of such materials, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such Third Party Materials or for any privacy or other practices of the third parties operating those websites or providing such materials. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, in connection with, resulting from your use of or reliance on any such Third Party Materials available on or through any such website or resource. We strongly encourage you to review any separate terms of use and privacy policies governing use of these third party websites and Third Party Materials.

## **Disclaimers of Warranty**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITATION, WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION OR CONTENT

FOUND ON THE SERVICES WILL BE ACCURATE OR RELIABLE, THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICES WILL BE CORRECTED, THAT THE SERVICES AND ANY CONTENT OR INFORMATION FOUND ON THE SERVICES WILL BE VIRUS-FREE, OR FREE FROM UNINTENDED ACCESS OR DISCLOSURE, OR THAT THE QUALITY OF ANY INFORMATION, CONTENT, OR OTHER MATERIALS OBTAINED THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. WE WILL HAVE NO LIABILITY REGARDING ANY UNINTENDED ACCESS TO, DISCLOSURE OF, OR LOSS OF DATA, OR FOR ANY DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICES. ANY CONTENT OR OTHER MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU THROUGH THE SERVICES OR ANY PRODUCT WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Limitation of Liability**

To the fullest extent permissible pursuant to applicable law, we are not responsible and will not be liable for any damages of any nature, including without limitation any incidental, special or consequential damages (such as lost profits or lost business opportunities), punitive damages or attorney's fees.

IF YOU ARE DISSATISFIED WITH THE SERVICES, OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR THE USE OF ANY OR ALL PARTS OF THE SERVICES IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00 USD).

### **For California Residents**

IF YOU ARE A CALIFORNIA RESIDENT OR COULD OTHERWISE CLAIM THE PROTECTIONS OF CALIFORNIA LAW, YOU FURTHER EXPRESSLY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND YOU HEREBY EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS UNDER THAT SECTION AND ANY LAW OF ANY JURISDICTION OF SIMILAR EFFECT WITH RESPECT TO YOUR RELEASE OF ANY CLAIMS YOU MAY HAVE AGAINST RELEASED PARTIES.

### **Applicable Law**

Except as otherwise provided herein, your use of this Service and these Terms are governed by and construed, interpreted, and enforced in accordance with the laws of the State of Washington without reference to its conflicts or choice of law principles.

## **Arbitration**

Any dispute arising under this Agreement shall be arbitrated with JAMS in King County, Washington, and judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. In the event equitable relief is sought, the Parties consent to the exclusive jurisdiction of the state and federal courts located in King County, Washington.

## **Waiver of Rights**

You hereby agree that you understand the consequences of agreeing to binding arbitration under this Section, including giving up any constitutional rights to have your dispute determined by a court of law or by a jury and any right that you may have under Article 13 of the State Bar Act to have a trial de novo by a court after nonbinding arbitration of a dispute concerning fees or costs; that discovery of information in arbitration may be limited; and that the arbitration decision will be final and binding, except to the limited extent that judicial review might be available. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS OR THROUGH PARTICIPATION IN A CLASS ACTION OR REPRESENTATIVE ACTION. CLAIMS OR DISPUTES OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

## **Equitable Relief**

You agree that breach of these Terms would cause irreparable harm and significant injury to us which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that we have the right to enforce these Terms by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice to any other rights and remedies we may have for your breach of these Terms.

## **Term**

These Terms are effective upon your acceptance and will continue in full force until terminated by you or us. You may terminate your agreement to these Terms at any time by immediately discontinuing all access to the Services. Termination or cancellation will not affect any right or relief to which we may be entitled at law or in equity. We reserve the right to terminate these Terms at any time and for any reason without prior notice to you. Further, you agree that we will not be liable to you or any third-party for any termination or suspension of your access to the Services or any part thereof.

## **Severability**

The parties agree that if either the arbitrator or a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision as well as the remainder of this Agreement shall be interpreted to best effectuate the intent of the Parties within the applicable law. The remainder of the terms that have not been held invalid or unenforceable will remain in full force and effect in any event. The failure to exercise any right provided for in these Terms shall not be a waiver of prior or subsequent rights.

## **No Obligation to Consent**

You understand that you are not required to consent to the SMS Service in order to receive other services from MTG.

## **Changes to Terms**

We may modify these Terms and Conditions at any time. Updates will be posted on our website, and continued use of the service constitutes acceptance of any revised terms.

## **Privacy**

Privacy. We collect, store, and use data collected from you (including, without limitation, geolocation data) in accordance with our [Privacy Policy](#).

## **Survival**

The provisions of these Terms that by their content are intended to survive the expiration or termination of these Terms, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, governing law, jurisdiction, venue, remedies, rights after termination, and interpretation of these Terms, will survive the expiration or termination of these Terms for their full statutory period.

If you have any questions about these Terms, please contact us at [privacy@mindfultherapygroup.com](mailto:privacy@mindfultherapygroup.com).

## **Provider Reviews Terms and Conditions**

Mindful Therapy Group is committed to fostering transparency and trust in the therapeutic process. Our Provider Reviews feature is designed to help patients make informed decisions while respecting the privacy of individuals and the autonomy of providers. Provider reviews are the opinions of individual clients and do not constitute medical advice, diagnosis, or treatment recommendations.

### **1. Privacy and Anonymity**

- We do not publish full names of patients in any reviews. All reviews are anonymized to protect patient confidentiality.
- Personally identifiable information (PII) is strictly prohibited in review submissions. Any review containing PII will be edited or removed to ensure compliance with privacy standards.

### **2. Accuracy and Integrity**

- We do not prioritize positive reviews over critical ones. Reviews are displayed as submitted, without selective cherry-picking or editing other than the minimum necessary to obfuscate Protected Health Information (PHI) in order to protect patient confidentiality and comply with privacy regulations.
- We reserve the right to remove reviews that contain inappropriate language, violate our community guidelines, do not adhere to reasonable standards of decency, or breach our privacy policy.

- Mindful Therapy Group reserves the right to remove reviews that are malicious, defamatory, or intended to harm a provider’s reputation without basis.

### 3. **Provider Participation**

- Providers have the option to opt out of displaying reviews on their public profile. This can be requested at any time through their account settings or by contacting our support team.
- Opting out will remove all reviews from public view but will not delete them from our internal system.

### 4. **Fairness in Display**

- To ensure a fair and balanced representation, reviews will only be displayed once a provider has received three (3) or more reviews. This threshold helps maintain the integrity of our rating system and prevents skewed impressions based on limited feedback.

### 5. **Review Submission Guidelines**

- Reviews must be based on genuine therapeutic experiences and submitted by individuals who have received services from the provider.
- Submissions should be respectful, constructive, and free from discriminatory, defamatory, or harmful content.

### 6. **Formal Complaints**

- Reviews submitted through Mindful Therapy Group’s internal platform are intended to help future clients make informed decisions by sharing genuine therapeutic experiences. While these reviews may also be used internally for quality improvement, service evaluation, or compliance purposes, they are not a substitute for formal complaint resolution. If your feedback involves a serious concern or complaint, we encourage you to use our official complaint submission process available on our website to ensure it is routed through the appropriate channels. In accordance with the Consumer Review Fairness Act, these terms apply only to reviews submitted directly to our platform—clients retain the full right to share their experiences on external websites or forums.

### 7. **Moderation and Updates**

- Mindful Therapy Group reserves the right to update these terms and conditions at any time. Changes will be communicated via our website.
- Reviews may be moderated for compliance with these terms, and users may be contacted for clarification if necessary.

## **Agreement and Authorization for SMS Services**

Our [SMS/Text Messaging Policy](#) (“SMS Policy”) governs how we treat the Personal Information that we collect and receive from you in connection with your use of the SMS/Text Messaging Service (“SMS Service”), which we make available to you through a third-party service provider.

By providing your mobile phone number and opting in to the SMS Service, you authorize MTG to contact you via SMS using automated systems or other technology as applicable.

Message and data rates may apply for any messages sent to you from us and to us from you. Please contact your mobile service provider for details on your plan.