

TERMS OF SERVICE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF 09/12/2012.

ACCEPTANCE OF TERMS

Welcome to the EMDRTherapy Rainer Geissler, MA, LMFT website. The following Terms of Service Agreement and our separate "[Agreement for Service / Informed Consent](#)" (hereinafter "Informed Consent"), which you will sign if you decide to become a client, are legally binding agreements that shall govern the relationship with you and EMDRTherapy Rainer Geissler, MA, LMFT. By using our website and/or our therapy services, you agree to be bound by these Terms of Service, as well as any other guidelines or rules that may be posted from time to time. If you do not agree to these Terms of Service, please do not use our website or therapy services

DESCRIPTION OF WEBSITE SERVICES OFFERED

Our EMDRTherapy Rainer Geissler, MA, LMFT website provides you with information about our professional therapy services. It also allows you to schedule appointments, communicate with us, and make payments. Our Tele-Health Services as well as other services we may also offer from time to time, may require separate terms and conditions set forth by our subsidiaries or affiliates.

CAUTIONS FOR GLOBAL USE AND EXPORT AND IMPORT COMPLIANCE

Our website is operated in the United States, and we make no representation that the content is suitable or available for use in other locations. You are solely responsible for complying with all applicable laws and regulations related to the use of our website, including any export or import regulations.

CONTENT PLACED OR MADE AVAILABLE FOR SERVICES

Our website may allow you to post or submit content, such as reviews or feedback. You retain all ownership and intellectual property rights in the content you post, but by submitting content to our website, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content.

CONTRIBUTIONS TO WEBSITE

We may provide opportunities for users to contribute content to our website. By submitting content, you agree that such content is your own original work, that you have the right to submit it, and that it does not infringe on the rights of any third party. We may review and edit all contributions, and we reserve the right to remove or refuse to publish any content that we deem inappropriate or in violation of these Terms of Service.

INDEMNITY

You agree to indemnify and hold harmless EMDRTherapy Rainer Geissler, MA, LMFT, its affiliates, and its officers, directors, employees, and agents from any and all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from your use of our website or your breach of these Terms of Service.

COMMERCIAL REUSE OF SERVICES

You agree not to reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purposes any portion of our website or its services, without our express written consent.

MODIFICATIONS

We reserve the right to modify or discontinue our website or its services at any time, with or without notice. We may also change these Terms of Service from time to time. Your use of our website constitutes your acceptance of any such changes.

ADVERTISERS

Our website may contain advertisements from third-party advertisers. We are not responsible for the content or accuracy of any such advertisements, and we do not endorse any products or services advertised.

LINKS

Our website may contain links to other websites or resources. We are not responsible for the content or availability of any such websites or resources, and we do not endorse any products or services offered by such websites or resources.

PROPRIETARY RIGHTS

All content on our website, including but not limited to text, graphics, logos, images, and software, is the property of EMDRTherapy Rainer Geissler, MA, LMFT or its affiliates or content suppliers and is protected by United States and international copyright laws. You may not modify, publish, transmit, distribute, perform, display, or sell any such content without our express written consent.

WARRANTY DISCLAIMERS

Our website and its services are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including without limitation any warranty of merchantability. EMDRTherapy Rainer Geissler, MA, LMFT makes no warranties or representations about the accuracy or completeness of the content on our website, including any treatment or therapeutic advice or guidance provided through our services. The

content and services provided on our website are for informational purposes only and should not be relied upon as a substitute for professional mental health advice. Use of our website and services is at your own risk, and we do not guarantee the availability of our website or services.

LIMITATION OF LIABILITY

EMDRTherapy Rainer Geissler, MA, LMFT and its affiliates, officers, directors, employees, and agents shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from your use of our website or its services. You agree to hold EMDRTherapy Rainer Geissler, MA, LMFT free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result directly or indirectly from your use of our website or your direct or indirect engagement in any of our provided treatment services.

RELEASE

You agree to release EMDRTherapy Rainer Geissler, MA, LMFT, its affiliates, officers, directors, employees, and agents from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with your use of our website.

SPECIAL ADMONITION RELATED TO FINANCIAL MATTERS

If you make payments through our website, you represent and warrant that you have the legal right to use the payment method and that the information you provide is accurate and complete. If we suspect that a payment is fraudulent or unauthorized, we may refuse or cancel the transaction.

EXCLUSION AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations may not apply to you.

THIRD PARTY BENEFICIARIES

You herein acknowledge, understand and agree, unless otherwise expressly provided in these Terms of Service, that there shall be no third-party beneficiaries to this agreement.

NOTICE

All notices and other communications under these Terms of Service must be in writing and may be delivered by *encrypted* email only to emdrtherapy@rainergeisslerlmft.com (this concerns all documents containing identifiable client information and/or protected health information like our "Informed Consent" form including all current and future client forms listed or not in the ["Forms"](#) section of our website) or by mail to the [address](#) listed below and on our website.

TRADEMARK INFORMATION

All trademarks, service marks, and logos used on our website are the property of EMDRTherapy Rainer Geissler, MA, LMFT or their respective owners. You may not use any such trademarks, service marks, or logos without our express written consent or the consent of the respective owner.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

We respect the intellectual property rights of others, and we ask that you do the same. If you believe that your work has been copied in a way that constitutes copyright or other intellectual property infringement, please notify us immediately.

ACCESSIBILITY MENU

Our website provides an accessibility menu required by law. Please refer to the provided guidelines on how to use the accessibility menu. If you have any issues with the accessibility menu, please contact us.

GENERAL INFORMATION

These Terms of Service constitute the entire agreement between you and EMDRTherapy Rainer Geissler, MA, LMFT with respect to your use of our website, superseding any prior version of these Terms of Service between you and us. If any provision of these Terms of Service is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

CHOICE OF LAW AND FORUM

These Terms of Service shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms of Service shall be filed only in the state or federal courts located in the County of Los Angeles, or the U.S. District Court located in said state, and you hereby consent and submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

WAIVER AND SEVERABILITY OF TERMS

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service shall remain in full force and effect.

STATUTE OF LIMITATIONS

You agree that any claim or cause of action arising out of or related to your use of our website or services must be filed within one (1) year after such claim or cause of action arose, or it shall be forever barred, notwithstanding any statute of limitations or other law to the contrary.

VIOLATIONS

Any violation of these Terms of Service or any unacceptable use of our website or services may result in immediate termination of your access to our website or services, as well as any other legal remedies that we may seek. Please report any and all violations of these Terms of Service to EMDRTherapy Rainer Geissler, MA, LMFT as follows:

Mailing Address:
P.O. Box 712067
Los Angeles, CA, 90071

Telephone: (415) 999-1049
Fax: (213) 266-8310
Email: emdrtherapy@rainergeisslerlmft.com

PRIVACY POLICY

All identifiable client information such as personal data and various other personal information is strictly protected by these Terms of Service as well as EMDRTherapy Rainer Geissler, MA, LMFTs HIPPA compliant [Notice of Privacy Practices](#).

EFFECTIVE DATE OF THESE TERMS OF SERVICE 09/12/2012