



Terms and Conditions

Disclaimer

Please read this entire disclaimer before purchasing our online courses and/or workshops or relying on the content published within it. If you purchase an online course or workshop, we will assume that you have read and understand this disclaimer.

The online courses and workshops (“Courses”) developed by Main Street Counseling (“The Company”) aren’t a replacement for therapy or other mental health services you (“Consumer”) may be receiving. These Courses are purely for educational purposes. The Company offers therapy separately from these Courses if The Consumer needs to enroll in therapy in addition or separately from these Courses. The Consumer should not delay seeking or disregard professional mental health advice because of information in The Company’s Courses.

The materials available in The Company’s Courses are for informational purposes only and not for the purpose of providing legal advice, financial advice, or psychiatric, psychological or psychotherapeutic advice. The Consumer should contact an appropriate professional to obtain advice with respect to any particular issue or problem. The Consumer’s use of The Company’s Courses do not create a legal, professional, fiduciary or other relationship between The Consumer and The Company.

As with any business, The Consumer’s results may vary, and will be based on The Consumer’s individual capacity, expertise, and level of desire. There are no guarantees, promises, representations and/or assurances concerning the level of success The Consumer may experience from these Courses. Results may vary by individual. Any examples, if presented from these Courses or related course materials, are not to be interpreted as any guarantee, promise, representation and/or assurance of success. The Consumer’s level of success in attaining the results claimed depends on the time The Consumer devotes, their development efforts, the ideas and techniques mentioned, their finances, knowledge and various skills; since such skills and factors differ according to individuals.

The Company is not responsible for The Consumer’s actions or omissions. The use of The Company’s information, products, and/or services, or anything else related to The Consumer’s development should be based on The Consumer’s own due diligence, which The Consumer undertakes and confirms that they have carried out to their entire satisfaction. The Consumer agrees that The Company is not liable for The Consumer’s success or failure, acts and/or omissions that are directly or indirectly relating to The Company and/or the purchase and use of The Company’s advice, products and/or services.

Under no circumstances will The Company be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to The Consumer in

connection with The Consumer's use of any advice, products and/or services they receive from The Company, or a guest speaker or author of our Courses.

By using The Company's Courses, The Consumer represent and warrants that they are of legal age of majority in the jurisdiction in which The Consumer resides in order to use these Courses and to form a binding contract with The Company and meet all of the foregoing eligibility requirements, or that The Consumer has obtained permission from a parent or guardian. The Company prohibits users under the age of 14 to purchase The Courses. If The Consumer does not meet all of these requirements, they must not access or use the Courses.

The Consumer warrants that they understand that laws may vary by state or municipality, and as The Consumer is responsible for compliance with all laws, regulations, and rules for all activities undertaken.

To improve the quality of The Company's services and to make improvements, The Company may revise and update these Terms and Conditions from time to time in their sole discretion. All changes are effective immediately when The Company posts them, and applies to all access to and use of the Courses thereafter. If The Company makes any changes to these Terms and Conditions, The Consumer will be notified via email if they are impacted by these changes.

The Consumer understands that this agreement supersedes any previous versions or other agreements.

Severability: The Consumer understands that if a part of the agreement is found to be unenforceable, the rest of the agreement will still be in effect.

User Consent for Communication: The Consumer understands and provides consent to receive communications, whether they are marketing-related or otherwise.

Client/Educator Relationship:

Since the Courses are not therapy or a replacement of therapy and are for educational purposes only, The Company and the Consumer's relationship is not the same as a client/therapist relationship. As a result, the Company is not liable to maintain confidentiality as it relates to HIPAA law when the Consumer purchases the Courses. Although The Company will not intentionally share The Consumer's private information, (ie: name, contact info, etc) without The Consumer's consent, by signing these Terms and Conditions, The Consumer acknowledges that they understand this.

Third-Party Sharing and Disclosure: There may be circumstances under which The Company may need to share The Consumer's data with third parties, such as in cases of legal requirements.

Forms of Payment:

The Company currently only accepts credit card as the form of payment in order to purchase The Courses.

Refund Policy:

Refunds will not be given. Once The Consumer purchases The Courses, they agree to this policy.

Restriction of Use:

The Consumer understands that The Courses purchased are allowed to be viewed with immediate family members within the same household and may not be shared with others (ie: friends and other family members) who have not purchased The Courses.

The Consumer will not use or encourage or permit others to copy, duplicate, publish, or otherwise reproduce, transfer, distribute, or store materials contained The Courses created by The Company.

Affirmation of Ownership: The Company owns the rights to The Courses and the content included in The Courses.

The Company is registered in the state of New Jersey. As a result, if The Consumer does not reside in New Jersey, they are not permitted to purchase The Courses sold by The Company. This Privacy Policy does not apply to users residing outside of New Jersey (NJ) as a result.

The Company has the right to suspend or terminate The Consumer's access to The Courses if The Consumer does not abide by clauses within The Restriction of Use.

Disclaimer of Warranty, Limitation of Liability, and Indemnification, Forum Selection

Disclaimer of Warranties

The Consumer acknowledges and agrees that The Courses created by The Company are provided on an "as is" and "as available" basis. The Consumer's use of The Courses is at their sole risk. The Company disclaims all representations and warranties of any kind with respect to The Courses, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability, security, accuracy, freedom from viruses or malware, completeness, timeliness, functionality, reliability, sequencing, speed of delivery, or arising from the course of performance, course of dealing, or usage of trade.

The Consumer further acknowledges and agrees The Courses are not intended to support mental health therapy or requests for emergency mental health support. The Company nor its related persons will be liable under any legal or equitable theory for any claim, damage, or loss (and you will hold The Company and its related persons harmless against any and all such claims) arising from or relating to the inability to use the online courses and workshops to provide mental healthcare or emergency services.

To the fullest extent permitted by applicable law, neither The Company nor its related persons will be liable for any loss or damage caused by The Consumer's reliance on information obtained through The Courses. It is The Consumer's responsibility to evaluate the accuracy,

completeness, timeliness, reliability, or usefulness of The Courses. Furthermore, The Company does not warrant that The Courses will be uninterrupted or free from error, defect, loss, delay in operation, corruption, cyber-attack, viruses, interference, hacking, malware, or other security intrusion, or that the use of the online courses and workshops and/or information obtained through The Courses will not cause any damage to The Consumer's mobile phone or computer or loss of data. The Consumer's sole and exclusive remedy relating to their use of The Courses shall be to discontinue using The Course.

Limitations of Liability

To the fullest extent permitted by applicable law and except as set forth in this Section, The Company will not be liable to The Consumer or to any party under any legal or equitable theory, whether in tort (including negligence), contract, strict liability, or otherwise, for any indirect, punitive, special, incidental, or consequential loss or damage, including lost profits, loss of data or loss of goodwill, service interruption, mobile phone damage, or system failure, or the cost of substitute products or services, or for any damages for person or bodily injury or emotional distress, including death, arising out of or in connection with any access or use of (or inability to use) The Courses. This is true even if The Company or its related persons have been advised of the possibility of such damages or losses. To the fullest extent permitted by applicable law and subject to this Section, in no event shall the total liability of The Company and its related persons for any damages, claims, or losses arising under these Terms exceed the total amount of payments actually paid by The Consumer to The Company, if any, in the preceding three (3) months prior to the date of the liability first arose.

The Consumer understands, agrees, and acknowledges that The Company shall not be liable to them 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.

This section (limitation of liability) shall survive the termination or expiration of this Agreement.

Indemnification

The Consumer agrees to indemnify, defend, and hold harmless The Company from any and all claims, liability, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) The Consumer's use or attempted use of The Courses in violation of these Terms; (b) The Consumer's violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights. The Consumer agrees that this indemnification provision survives the termination of this agreement.

Governing Law and Jurisdiction

These Terms shall be governed by the laws of the State of New Jersey without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

Any action or proceeding relating to a claim or controversy at law or equity that arises out of or relates to these Terms or the Site or Services (a “claim”) must be brought in a federal or state court located in New Jersey, and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding. These terms shall be governed by the laws of the State of New Jersey for non-contractual claims as well.

Forum Selection

The Consumer agrees to waive any claim of an inconvenient forum for the resolution of any dispute arising under these terms.

PRIVACY POLICY FOR ONLINE COURSES & WORKSHOPS

This privacy policy only pertains to the use of The Courses. It does not include the privacy practice for The Company as it pertains to therapy services. The Company is committed to The Consumer’s right to privacy and takes their privacy seriously. This privacy policy statement (“Privacy Policy”) describes The Company’s collection, use, and disclosure of The Consumer’s personal information. This Privacy Policy is incorporated into the Terms and Conditions Agreement. The Company may collect, use, and disclose The Consumer’s personal information only to the extent described in this Privacy Policy. Again, this is only for The Courses and does not include therapy services which contains a separate Privacy Practice policy.

Information The Company Collects About The Consumer and How They Collect It

The Company collects several types of information from and about users of The Courses, including information:

- by which The Consumer may be personally identified, such as name, address, e-mail address, telephone number (**“personal information”**);
- about The Consumer’s internet connection, the equipment they use to access The Courses and usage details.

The Company collects this information:

- directly from The Consumer when they provide it to The Company.
- automatically as The Consumer navigates through the site. Information collected automatically may include usage details, IP addresses and information collected through cookies.
- From third parties service providers such as Google, Twitter or Facebook.

Information The Consumer Provides to The Company

The information The Company collects on or through their website may include:

- information that The Consumer provides by filling in forms on The Company’s website. This includes information provided at the time of registering to use The Company’s website, or subscribing to use The Company’s services.
- records and copies of The Consumer’s correspondence (including e-mail addresses), if they contact The Company.

Contact Information

If The Consumer has any questions or concerns, or if they wish to provide notice to The Company under these Terms, please contact them by one of the following means:

Email: mainstreetcounselingnj@hushmail.com

Mailing address: 1540 Kuser Road A3 Hamilton, NJ 08691