

# TERMS OF USE

The following are the Terms of Use (the "Agreement") governing the use of the ePsychToday Video Appointment services supplied by E Meet Today, LLC (the "Services") by subscribers ("Users") as offered by E Meet Today, LLC.

## 1. AGREEMENT

Please read this Agreement carefully before registering to become a User of this Service. By choosing to register, you agree to be bound by this Agreement at time of account creation. If you do not agree to this Agreement do not create an account, and do not access the Services. You agree that your use of the Service will be subject to the most current version of this Agreement at the time of such use.

## 2. ELIGIBILITY

Only individuals who are at least eighteen (18) years of age are eligible to subscribe to the Services and thereby become Users. By becoming a User of the Services you warrant and represent that you are at least eighteen (18) years of age. Minors, age 14 and older, may only use the Services under the direct supervision of a parent or legal guardian who is a User. No part of the Service is designed or directed to children. To register for the Service you must be at least eighteen (18) years of age. Therefore, E Meet Today, LLC does not knowingly collect personally identifiable information from any minor and thus is not subject to the Children's Online Privacy Protection Act.

## 3. THIRD PARTY SITES

Appropriate third party Web sites or other such resources may be linked to or embedded in the Service ("Affiliate Sites") as a convenience to the user. These Affiliate Sites may have their own separate terms of use and privacy policies. E Meet Today, LLC:

- does not monitor, endorse or guarantee, and assumes no responsibility for, Affiliate Sites or any transactions or information you may undertake or receive from Affiliate Sites
- has no control over Affiliate Sites or the content, transactions or services within them
- has no liability for Affiliate Sites failure to perform or any errors in or omissions regarding any information within Affiliate Sites
- disclaims any and all liability for, or in connection with, any transaction or activity related to Affiliate Sites

## 4. ACCEPTABLE USE

Subject to this Agreement, E Meet Today, LLC grants you a limited, non-exclusive, non-transferable license to display and view communications, text, audio video, graphics, sounds and other material ("Content") through the Services. You may not use the Service for anything other than its stated lawful purpose. Examples of prohibited uses include, without limitation:

- transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other

applicable law unless you own or control the rights thereto or have received all necessary consents

- attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means
- resell, rent or lease the Services without written consent from E Meet Today, LLC
- copy, reproduce, republish, upload, post, transmit, sell, publish, broadcast, create derivative works from, perform, or distribute Content in any way, except as expressly permitted herein
- create a false identity for the purpose of misleading others as to the identity of the user
- permit or authorize others to use, the Services in connection with the design, development, production, stockpiling or use of any chemical or biological weapons

## 5. SUBSCRIPTION TERMS

Each subscription runs indefinitely until the subscriber or supplier cancels or a monthly recurring payment transaction fails. Failure to fund/renew your Subscription will result in immediate Video Appointment Account deactivation.

## 6. CANCELLATIONS

A User/Subscriber may cancel his or her Subscription at any time. When a subscription is cancelled, the service is deactivated immediately. A User/Subscriber is solely responsible for cancelling his or her Subscription prior to subscription charge/auto-renewal. NOTE: Partial month refunds will NOT be given for the remaining portion of the billing month after a cancellation or when a User fails to cancel a subscription prior to Subscription charge/auto-renewal.

## 7. FREE TRIAL PERIOD

30 Day Free Trial subscriptions will NOT be charged until the end of the trial period. However, Users/Subscribers credit card information is required to activate a Free Trial Video Appointment Account. Users must cancel their subscription by contacting ePsychToday.com or logging-into their PayPal account PRIOR to the Free Trial Period Expiring. Users may not re-subscribe for a 30 Day Free Trial within 4 Months of any previous Free Trial Video Appointment Subscription.

## 8. FORCE MAJEURE

E Meet Today, LLC will not be responsible for delays and/or defaults in its performance due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing; acts of terrorism, wars, hostilities, revolutions, riots, civil commotion, national emergency, fire or explosion, flood, force of nature, embargoes, accidents, acts of God, or stability or availability of the Internet, the elements; telecommunication system failure; technology attacks, epidemic; quarantine; viruses; strike; lockouts; disputes with workmen or their labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or request of any governmental authority; or any other cause beyond E Meet Today, LLCs control, whether or not similar to the foregoing.

## 9. DOWN TIME

E Meet Today, LLC will take commercially reasonable measures to ensure the Service is available without interruption. However, difficulties with hardware, software, equipment and services supplied by others may result in service interruptions. In no event will E Meet Today, LLC be liable to any party for any loss, cost or damage that results from any period of down time.

## 10. LIMITATION OF LIABILITY

E Meet Today, LLC its officers, directors, employees, agents, and content providers will not be responsible for any direct or indirect, consequential, special, or punitive damages or losses you may incur in connection with the Service, your use thereof, or any of the information, data or other material transmitted through or residing on the Service, or any errors, defects, interruptions, deletions or losses resulting there from, regardless of the type of claim or the nature of the cause of actions. To the maximum extent permitted by law, you hereby release and forever waive any and all claims you may have against E Meet Today, LLC from losses or damages you sustain in connection with your use of the Service.

## 11. USER INFORMATION AND PRIVACY

E Meet Today, LLC does not have access to any card holder's account information. Neither E Meet Today, LLC, nor their agents and employees will disclose any customer's personal information to third parties other than to E Meet Today, LLCs agents for the purpose of assisting E Meet Today, LLC in completing the transaction or as otherwise required by law.

## 12. INDEMNIFICATION

You acknowledge that E Meet Today, LLC does not endorse, or act in a representative capacity and is not responsible or liable for or on behalf of you, any Affiliate Site, other Service User, or other third party. To the maximum extent allowed by applicable law, you agree to defend, indemnify and hold harmless E Meet Today, LLC, its affiliates and licensors, from and against all suits, proceedings, losses, liabilities, and expenses, including without limitation, attorneys' fees, whether in tort, contract or otherwise, which arise out of or relate to your breach of any term, acknowledgement or warranty in this Agreement or any activity by you in relation to the Service or use of the Content.

## 13. MISCELLANEOUS

Use of the Services requires one or more compatible devices, Internet access, Webcam, Microphone and applicable software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, your ability to use such Services may be affected by the performance of these factors. Solid high speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

E Meet Today, LLC reserves the right to terminate for breach of this Agreement without prior notice.