



ELLSWORTH COUNSELING
HEAL · STRENGTHEN · GROW

Client Portal Terms of Service

Effective Date: July 18, 2024

TO USE THE SOFTWARE AND THE SERVICE (AS DEFINED BELOW), YOU MUST ACCEPT THESE CLIENT PORTAL TERMS OF SERVICE (“TERMS OF SERVICE”) AND THE CLIENT PORTAL END USER LICENSE AGREEMENT AVAILABLE AT [HTTPS://WWW.SIMPLEPRACTICE.COM/C/LICENSE-AGREEMENT/](https://www.simplepractice.com/c/license-agreement/) (“EULA”). BY ACCESSING OR USING THE SOFTWARE OR THE SERVICE, OR BY OTHERWISE SIGNIFYING YOUR ACCEPTANCE OF THESE TERMS OF SERVICE OR THE EULA, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND THE EULA. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE AND THE EULA, YOU ARE NOT PERMITTED TO USE THE SOFTWARE OR THE SERVICE.

These Terms of Service are a binding contract between the Client (as defined below) (referred to herein as “You” or “Your”) and SimplePractice, LLC (referred to herein as “SimplePractice”, “Us”, “Our” or “We”). These Terms of Service shall govern Your use of the Service and certain rights and obligations with respect to User Data that is placed in the Service, and associated Intellectual Property Rights thereto, including the use of the Client Portal through which You will access the Service and Your Client Profile via the Applications or Websites (as defined below). NOTICE OF ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: THESE TERMS OF SERVICE INCLUDE A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER, SET FORTH BELOW, WHICH AFFECT YOUR RIGHTS ABOUT RESOLVING ANY DISPUTE WITH US. PLEASE READ THESE REQUIREMENTS CAREFULLY.

These Terms of Service apply to Your use of the Service and ALL transactions made on or through the Client Portal.

These Terms of Service may be modified by SimplePractice by notifying You as provided in Sections 24 and 25 below. By continuing to access or use the Service after the effective date of any such change, You agree to be bound by the modified Terms of Service.

Capitalized terms used but not defined in these Terms of Service have the meaning set out in the EULA.

1. Definitions

- “Application” or “App” means the mobile application(s) used to access and use the Service.
- “Client” is a patient or customer of a provider, therapist, clinician, or group practice that utilizes SimplePractice Software and Services. The Client is responsible for the obligations and activities under the Client Profile within the Client Portal.
- “Client Portal” is the website and application-based Software and Service in which Clients can manage their appointments, process payments to their Provider, securely message their Provider, or perform and manage other tasks and information related to their relationship with their Provider.
- “Client Profile” is the record specific to an individual Client and their information that is maintained within the Client Portal.
- “Customer” means a Provider, such as a therapist, clinician, or group practice, that has an account with SimplePractice’s Software or Service.
- “Dispute” will have the broadest meaning possible and means any dispute, action, or other controversy between You and SimplePractice relating to the Service, any transaction or relationship between You and SimplePractice resulting from Your use of the Service, communications between You and SimplePractice, or these Terms of Service – whether in contract, warranty, tort, laws, or regulations.
- “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as amended from time to time.
- “Intellectual Property Rights” means copyrights, trademarks, service marks, trade dress, publicity rights, database rights, patent rights, and other intellectual property rights or proprietary rights recognized by law.
- “Payment Data” means any personal or financial information collected from a credit card, debit card or other payment method, including but not limited to a cardholder’s account number, card expiration date, and CVV2.
- “Protected Health Information” or “PHI” means protected health information as defined by HIPAA’s Privacy Rule found at 45 C.F.R. §160.103.

- “Provider” means one of SimplePractice’s Software or Service Customers, such as a therapist, clinician, or group practice.
- “Servers” are computers or devices that host the Service.
- “Service” means SimplePractice’s technology and software platforms available on the Websites and any affiliated sub-domains and Applications, Software, and Servers, including without limitation the Client Portal and Telehealth service.
- “Software” is the software provided to You by SimplePractice and/or its suppliers under license or with respect to which You have access, in connection with the Service.
- “Telehealth” means the video, audio, streaming and media service available through the Service whether or not it is used for streaming of health care services.
- “Transaction Data” means Client information, User Data, Payment Data, transaction information, bank information and credit card information including without limitation tokenized account information, tokens and token access codes, account information or other data or information of any kind that is provided by or generated or collected on Your Provider’s behalf to provide services to You and their Clients.
- “User Data” means any data or images that You or Your Provider uploads, stream or submit to the Servers, Website, or other areas of the Service, or generated or collected on Your Provider’s behalf from the Servers, Website, the Service or third parties, including but not limited to Protected Health Information, video, image and sound data and Transaction Data;
- “User(s)” means Your Provider and their Team Member(s), as applicable, as well as their customers or patients (“Clients”). You, as a Client, are also a User of the Software and Service.
- “Website” means the websites and services available from any and all domains and subdomains of SimplePractice, including but not limited to, <https://support.simplepracticeclient.com/>, https://clientsecure.me/client_portal, <https://video.simplepractice.com>, and other websites provided to You by SimplePractice through the Client Portal and any related or successor domains and mobile applications and sites from which SimplePractice may offer the Service.

2. Verification for SimplePractice

By accepting these Terms of Service, the person acknowledging agreement or assenting to these Terms of Service represents that they are at least 18 years of age, or the legal age of majority where in the place of residence if that jurisdiction has an older age of majority, and has

the legal authority to contractually agree to these Terms of Service on behalf of the Client. If you are a minor (under 18 years of age) using this Service, your Provider is responsible for ensuring a parent or legal guardian has permitted your use of this Service, unless applicable laws allow Your Provider to provide their care or services to You without such consent. Your Provider has agreed that any Users who are under 13 years old require their parent or legal guardian's consent to collect their User Data. Your Provider is responsible for obtaining such consent, prior to the use by such User of the Service. Please contact your Provider for questions pertaining to consents.

You agree that as a condition to accessing the Service, You will submit to Client verification when required by SimplePractice, and provide only true and accurate identification documentation to SimplePractice or its third party service providers as requested by SimplePractice. You are responsible for the security of Your Client Profile information, and should take reasonable steps to ensure Your information remains confidential.

3. Accessing the Client Portal

To access and use the Service, You must be a Client of a Provider using SimplePractice's Software (You must be a Client of one of SimplePractice's "Customers"). You may access the Client Portal using Google Sign In, or providing Your email address to obtain a secure link. You agree to provide accurate, current, and complete information about You as prompted when signing in to the Application or web-based version of the Client Portal or other Services provided by SimplePractice. You may update certain information using the management tools provided in the Service or by contacting Your Provider.

4. Responsibility for Use of Client Portal

You, as the Client, are responsible for all activities conducted through Your Client Profile, including activities of other Users whose profile You may manage. In the event that fraud, violation of law, regulation or rule, or conduct that violates these Terms of Service occurs (whether by You or someone else) that is in any way connected with Your Client Profile, We may suspend or terminate Your use of the Service and Your Client Profile as described herein and if applicable, You shall be financially responsible to SimplePractice for the consequences of such use.

5. Modification of Service

SimplePractice reserves the right to add, modify, discontinue or eliminate aspect(s), features or functionality of the Service from time to time for any reason including without limitation for

purposes of compliance with applicable laws and regulations, to effect improvements in security and functionality, to correct errors, or for any other purposes, at its sole discretion.

6. Data Privacy

Please contact Your Provider if You have any questions about their privacy practices.

More information about SimplePractice's privacy practices is available in the SimplePractice Client Portal Privacy Policy available at <https://www.simplepractice.com/c/privacy/>.

It is Your Provider's responsibility to comply with all applicable privacy and data protection laws and to ensure that they have provided all required notices and obtained all necessary consents (including with respect to third parties access) from You and their other patients and Clients, and that You have agreed to the collection of Your User Data (including PHI) and the access of their User Data by You, by SimplePractice, and, where applicable, by other third parties. Any sample documentation that is provided by SimplePractice for obtaining consent or other information from Users is for illustration only, and Your Provider alone (and not SimplePractice) is responsible to ensure that such documentation is adequate and enforceable. SimplePractice does not provide legal or compliance advice and Your Provider is responsible for retaining competent counsel and advisors for these purposes.

In the event of termination of these Terms of Service, whether by Your cancellation of the Agreement, Your cessation of services from a Provider who uses SimplePractice's Software, Your breach of the Agreement, or as otherwise provided in these Terms of Service, Your Provider is the controller of Your User Data. It is Your Provider's sole responsibility (not SimplePractice's) to manage, maintain, store, or export file or files containing the User Data within the Service to ensure the secure preservation of User Data (including PHI) for You and their other clients and patients pursuant to federal and state law. SimplePractice will destroy the User Data in Your Client Profile as described herein.

7. No Responsibility for Acts of Omissions of Third Party

Websites

The Service may contain links to, or otherwise allow connections to third-party websites, servers, and online services or environments that are not owned or controlled by SimplePractice. You agree that SimplePractice is not responsible or liable for the content, policies, or practices of any third-party websites, servers, or online services or environments. Please consult any applicable terms of use and privacy policies provided by the third party for such websites, servers, or online services or environments.

8. Your Rights with Respect to User Data

In connection with User Data You upload or submit to or which is created by the Service, You affirm, represent, and warrant that You own or have all necessary rights and permissions to authorize SimplePractice to use, retain, copy, and process the User Data in the Service and as contemplated by these Terms of Service. You agree that by uploading or submitting any User Data or Transaction Data to or through the Service, You hereby automatically at such time grant SimplePractice (and its affiliates) a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, perform and display such User Data and Transaction Data (including User Data and Transaction Data that is created, collected or generated by the Service or SimplePractice using the User Data and Transaction Data You submit) solely for the purposes of providing the Service. You agree that the license includes the right to copy, analyze and use any of Your User Data and Transaction Data as SimplePractice may deem necessary or desirable for purposes of debugging, testing, or providing support or development services in connection with the Service and future improvements to the Service. Notwithstanding anything to the contrary herein, You also hereby provide SimplePractice (and its affiliates) an irrevocable perpetual royalty free, assignable license, authority, and permission to obtain, copy, and use, at SimplePractice's request, without notice to You, from payment processors, banks, card and ACH processors and gateway provider, which support the Service, all of Your Transaction Data and User Data for purposes of providing You the Service and processing Your payments to Your Provider.

9. Payment and Billing Services

If Your Provider uses Our payment processing services and billing services, You may be able to process transactions and payments to Your Provider. Any questions or concerns related to Your payments should be directed to Your Provider, not SimplePractice.

10. Interruption of Service

SimplePractice may on occasion need to interrupt or suspend the Service, with or without prior notice, to protect the integrity or functionality of the Service or for maintenance purposes. You agree that SimplePractice is not liable for any interruption or suspension of the Service (whether intentional or not), and You understand that neither You nor any other User or Client Profile You manage will be entitled to any compensation for interruption or suspension of service. Likewise, You agree that in the event of loss of any User Data, We will not be liable for any purported damage or harm arising therefrom.

11. SimplePractice's Intellectual Property Rights and Limited License Granted to You

For more information about the limited license SimplePractice provides in connection with the Software and the Service, please refer to the EULA.

12. Telehealth Service

SimplePractice Telehealth is a solution We provide to allow You and Your Provider to meet remotely using video, audio, and other media capabilities. SimplePractice Telehealth is part of the Service and allows You to attend Your appointments and connect with Your Provider for Telehealth consultations. For terms related to Your use of the Telehealth Service, please contact Your Provider.

YOU ACKNOWLEDGE AND AGREE THAT SIMPLEPRACTICE IS SOLELY PROVIDING THE TELEHEALTH TECHNOLOGY PLATFORM AND IS NOT PROVIDING MEDICAL ADVICE OR HEALTHCARE SERVICES. SIMPLEPRACTICE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED – AND SHALL HAVE NO LIABILITY OR RESPONSIBILITY – IN CONNECTION WITH ANY HEALTHCARE SERVICES, MEDICAL ADVICE, PRESCRIPTIONS OR MEDICATION RECOMMENDATIONS DELIVERED THROUGH THE SERVICE.

Telehealth User Data Restrictions

You may not upload, store or share any User Data with respect to Telehealth that violates these Terms of Service or applicable law. Although We have no obligation to screen, edit or monitor User Data provided in connection with Telehealth, We may delete or remove User Data at any time and for any reason.

Limitations on Number of Telehealth Participants

Telehealth sessions can support up to two (2) individual participants who are patients or clients, in addition to one person who is the Provider. A session with any number of individual participants exceeding two (2) is an unsupported version of the product and may be suspended or interrupted by SimplePractice. Additionally, without limiting the right to suspend or interrupt the session as provided in these Terms of Service, We have the right to remove Telehealth sessions with more than two (2) participants (as provided above) from a Provider's account if the network experiences adverse impact, or for any reason, at any time.

Telehealth Prohibited Conduct and Content

Users of SimplePractice Telehealth are solely responsible for their conduct while accessing or using the SimplePractice Telehealth Service. Such conduct must not violate these Terms of

Service or any applicable law, contract, intellectual property or other third-party right or commit a tort. Without limitation to the foregoing, You will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Attempt to circumvent any content-filtering techniques We employ or attempt to access any feature or area of the SimplePractice Telehealth service that Users are not authorized to access; or
- Use the SimplePractice Telehealth service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms of Service or the EULA.

You may only upload or otherwise share User Data that You have all necessary rights to disclose. You may not upload, store or share any User Data that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains any private or personal information of a third party, without such third party's consent;

By accessing or using the Service, You acknowledge that information about You and other Users or Client Profiles You may manage will be processed in, transferred to and stored in both the United States and other countries, where You and other Users may not have the same rights and protections as provided under local law.

13. Prohibited Conduct While Using the Service

You agree that You will not, and will ensure those whose Client Profile You manage do not:

- Post, display or transmit information or data, User Data, or Transaction Data, including the unauthorized use of any payment method, that violates any law, regulation or rule, or the rights of any third party including without limitation Intellectual Property Rights;

- Impersonate any person or entity without their consent, or otherwise misrepresent Your affiliation;
- Post or transmit viruses, Trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines that may harm the Service or interests or rights of other users, or that may harvest or collect any data or personally identifiable information about other users without their consent;
- Engage in malicious, disruptive or other conduct that impedes or interferes with other Users' normal use of the Service; or
- Attempt to gain unauthorized access to any other Client Profile that is not Your own or that You do not manage;
- You agree that You will not upload, publish, or submit to any part of the Client Portal any User Data that is protected by Intellectual Property Rights or otherwise subject to proprietary rights, including trade secret or privacy rights, unless You are the owner of such rights or have permission from the rightful owner to upload or submit the User Data and to grant SimplePractice all of the license rights granted in these Terms of Service. You agree that SimplePractice will have no liability for, and You agree to defend (at SimplePractice's option), indemnify, and hold SimplePractice harmless for, any claims, losses or damages arising out of or in connection with Your User Data.

14. Violation of Terms of Service

Any violation by You of these Terms of Service may result in immediate suspension or termination of Your use of the Service without any compensation at SimplePractice's option.

15. Releases

You agree not to hold SimplePractice liable for the User Data or Transaction Data, or for the actions, or inactions of You or other Users of the Client Portal or of other third parties. As a condition of access to the Client Portal, You release SimplePractice (and its officers, directors, shareholders, agents, parents, subsidiaries, and employees) from claims, demands, losses, liabilities and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute You have or claim to have with one or more other users of the Client Portal or with other third parties, including whether or not SimplePractice becomes involved in any resolution or attempted resolution of the dispute. If You are a California resident, You waive California Civil Code Section 1542 (as may be amended). The statute currently provides: "A general release does not extend to claims that the creditor or the releasing party does not know or suspect to exist in his or her favor at the time of

executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or release party.” If You are a resident of another jurisdiction, You waive any comparable statute or doctrine.

16. Disclaimer of Express and Implied Warranties

SIMPLEPRACTICE PROVIDES THE SERVICE, INCLUDING WITHOUT LIMITATION THE SOFTWARE, THE WEBSITES, THE SERVERS, THE APPLICATIONS, THE TELEHEALTH SERVICE, AND YOUR CLIENT PROFILE, STRICTLY ON AN “AS IS” BASIS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO VALUE, EITHER EXPRESS OR IMPLIED, IS GUARANTEED OR WARRANTED WITH RESPECT TO ANY CONTENT. NOTWITHSTANDING ANY INTELLECTUAL PROPERTY RIGHTS YOU MAY HAVE IN YOUR USER DATA OR ANY EXPENDITURE ON YOUR PART, SIMPLEPRACTICE AND YOU EXPRESSLY DISCLAIM ANY COMPENSABLE VALUE RELATING TO OR ATTRIBUTABLE TO ANY DATA RELATING TO YOUR CLIENT PROFILE RESIDING ON SIMPLEPRACTICE’ SERVERS. YOU ASSUME ALL RISK OF LOSS FROM USING THE SERVICE ON THIS BASIS.

SimplePractice does not ensure continuous, error-free, secure or virus-free operation of the Service, the Software, the Websites, the Servers, the Applications, the Telehealth Service, or Your Client Profile, and You understand that You shall not be entitled to compensation based on SimplePractice’s failure to provide any of the foregoing other than as explicitly provided in these Terms of Service. Some jurisdictions do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to You.

17. Limitation of Liability

IN NO EVENT SHALL SIMPLEPRACTICE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, EQUITY OWNERS, MANAGERS, SUBSIDIARIES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES OR DISGORGEMENT OR COMPARABLE EQUITABLE REMEDY, INCLUDING WITHOUT LIMITATION, ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SERVICE (INCLUDING ITS MODIFICATION OR TERMINATION), THE SIMPLEPRACTICE SOFTWARE, THE WEBSITES, THE SERVERS, YOUR CLIENT PROFILE

(INCLUDING ITS TERMINATION OR SUSPENSION) OR THESE TERMS OF SERVICE, WHETHER OR NOT SIMPLEPRACTICE MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL SIMPLEPRACTICE'S CUMULATIVE LIABILITY TO YOU EXCEED THE GREATER OF ONE HUNDRED FIFTY DOLLARS (U.S. \$150.00). Some jurisdictions do not allow the foregoing limitations of liability, so to the extent that any such limitation is found to be impermissible, such limitation may not apply to You.

18. Termination of Service and License

Upon termination of Your relationship with or provision of services from Your Provider, the license granted by SimplePractice to use the Website, Software, Applications, and the Service will automatically terminate, and all User Data in Your Client Profile will only be retained as long as Your Provider stores Your User Data in their Account. Your Provider is responsible for managing all data and ensuring the secure preservation of PHI for their Clients pursuant to federal and state law, and ethical requirements. If Your Client Profile is deleted by Your Provider, or if Your Provider disables the Client Portal, You will no longer be able to access the Software. SimplePractice reserves the right to terminate Your use of the Software at any time, with or without any reason. We may suspend or terminate Your license to use the Software if We determine in Our discretion that such action is desirable for any reason, or advisable to comply with applicable legal requirements, or to protect the rights or interests of SimplePractice or any third party. If You fail to comply with any of these Terms, Your license to use the Software may immediately terminate without notice or further action by SimplePractice. Upon termination You must delete the App from Your device(s).

19. Liability for Unpaid Charges Upon Termination of Services

Upon termination by You or by SimplePractice of Your use of the Software, You will remain solely responsible for any amounts or charges unpaid to Your Provider.

20. Survival of Terms After Termination

The following terms will survive any termination of these Terms of Service: Sections 1, 2, 4, 8, 9, 11, and 15 through 26.

21. Dispute Resolution

In the event of a Dispute between You and SimplePractice (including any dispute over the validity, enforceability, or scope of this dispute resolution provision), other than with respect to

claims for injunctive relief, the Dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association Commercial Arbitration Rules. The place of the arbitration shall be in Los Angeles, California. In the event that there is any Dispute between You and SimplePractice that is determined not to be subject to arbitration pursuant to the preceding sentence, You agree to submit in that event to the exclusive jurisdiction and venue of the state and federal courts located in the City and County of Los Angeles, California. You agree that these Terms of Service and the relationship between You and SimplePractice shall be governed by the Federal Arbitration Act and the laws of the State of California without regard to conflict of law principles or the United Nations Convention on the International Sale of Goods. Notwithstanding this, either party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party's Intellectual Property Rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

CLASS ACTION WAIVER

ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, CONSOLIDATION OF YOUR DISPUTE WITH OTHER ARBITRATIONS, OR ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL ARE NOT PERMITTED AND ARE WAIVED BY YOU, AND AN ARBITRATOR WILL HAVE NO JURISDICTION TO HEAR SUCH CLAIMS. IF A COURT OR ARBITRATOR FINDS THAT THE CLASS ACTION WAIVER IN THIS SECTION IS UNENFORCEABLE AS TO ALL OR SOME PARTS OF A DISPUTE, THEN THE CLASS ACTION WAIVER WILL NOT APPLY TO THOSE PARTS. INSTEAD, THOSE PARTS WILL BE SEVERED AND PROCEED IN A COURT OF LAW, WITH THE REMAINING PARTS PROCEEDING IN ARBITRATION. IF ANY OTHER PROVISION OF THIS DISPUTE RESOLUTION SECTION IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT PROVISION WILL BE SEVERED WITH THE REMAINDER OF THIS SECTION REMAINING IN FULL FORCE AND EFFECT.

22. Disclaimer of Warranties as to Use Outside of the United States

SimplePractice is a United States-based service. We make no warranty or representation that any aspect of the Service, including Telehealth, is appropriate for use outside of the United States or may be used for persons who are then located outside the United States. This

includes You, and any other Client(s) whose profile(s) You may manage. Those who access the Service from other locations are responsible for compliance with applicable local laws. The Software is subject to applicable export laws and restrictions. SimplePractice bears no liability or responsibility in connection with Clients who access the Client Portal from any country outside the United States.

23. Assignment of Agreement

You may not assign these Terms of Service without Our prior written consent. You may not transfer or sublicense any licenses granted by SimplePractice in these Terms of Service without Our prior written consent. We may assign these Terms of Service, in whole or in part, and all related rights, licenses, benefits and obligations, without restriction, including the right to sublicense any rights and licenses under these Terms of Service without Your consent.

24. Integration, Interpretation of Section Headings and Severability

These Terms of Service and the EULA set forth the entire agreement and understanding between You and SimplePractice with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings. SimplePractice reserves the right to modify these Terms of Service at any time upon reasonable notification to You. If any future change is unacceptable to You, You should discontinue using the Service. Your continued use of the Service after You have received notice of any changes to these Terms of Service will always indicate Your acceptance of these Terms of Service and any changes to it.

You acknowledge that no other written, oral or electronic communications will serve to modify or supplement these Terms of Service and the EULA, and You agree not to make any claims inconsistent with this understanding or in reliance on communications not part of these Terms of Service or the EULA. The section headings used herein, including descriptive summary sentences at the start of each section, are for convenience only and shall not affect the interpretation of these Terms of Service. If any provision of these Terms of Service shall be held by a court of competent jurisdiction to be unlawful, void, or unenforceable, then in such jurisdiction that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.

25. Notices

SimplePractice may provide notice to You and obtain consent from You (1) through the Website (2) by electronic mail at the electronic mail address associated with Your Client Profile; and/or (3) through the Applications.

26. Consent to Electronic Communications

We may provide Users information, notices, and product updates by email or posting through the Website, Application, or Service. Most of the communications sent to You are sent on behalf of Your Provider. The emails and other communications You will receive include those relating to billing, accessing the Client Portal, appointment reminders, survey requests (for product and Service improvement purposes), and administrative announcements (including related to these Terms of Service, Our Privacy Policy, or security incident notifications). You understand that by using the Service and agreeing to these Terms of Service, SimplePractice will send to You the foregoing communication types and You hereby waive any right to opt out of such communications to the extent permitted by applicable law. Your Provider is responsible for obtaining either requisite consent or ceasing email communication to You in the event that You opt out of receipt of any such communications.

27. DMCA Notice

It is SimplePractice's policy to respond to alleged copyright infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If You believe that Your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify SimplePractice's copyright agent as set forth in the DMCA. For Your complaint to be valid under the DMCA, You must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that You claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit SimplePractice to contact You, such as Your address, telephone number, and, e-mail address;
5. A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that You are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Re: DMCA Notice - SimplePractice

Address:

Executive Counsel PLC, 2883 Macao Drive,

Herndon VA 20171 Attn: Nelson Blitz.

Tel: 703-391-1188

Email: nblitz@exec-counsel.com

Under federal law, if You knowingly misrepresent that online material is infringing, You may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees.

Please note that this procedure is exclusively for notifying SimplePractice and its affiliates that Your copyrighted material has been infringed. The preceding requirements are intended to comply with SimplePractice's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding Your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, SimplePractice has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers.

SimplePractice may also at its sole discretion limit access to the Service and/or terminate the User accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.