

Terms of Use

Effective: May 1, 2020

Welcome and thank you for reviewing our Terms of Use (“Terms”). Elana Morgulis, MFT, E-RYT and Ellis Edmunds, PsyD make this website and the contents of the Everyday Mindfulness for Stress and Anxiety E-Course, including all information, documents, communications, files, text, graphics, and audio/visual files (collectively, the “Materials”) available for your use, subject to these Terms. These Terms apply to www.elanamorgulistherapy.com, www.drellisedmunds.com, and the contents of the Everyday Mindfulness for Stress and Anxiety E-Course. To make it easier, we refer to these different websites collectively as the “Site.”

1. Acceptance of the Terms

PLEASE READ THESE TERMS BEFORE USING THE SITE AND MATERIALS BECAUSE THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. BY ACCESSING, USING, OR DOWNLOADING IN ANY WAY ANY MATERIALS FROM THIS SITE (INCLUDING ANY OF OUR COURSES), YOU AGREE TO AND ARE BOUND BY THESE TERMS. THESE TERMS AND ANY ADDITIONAL TERMS AND CONDITIONS CONTAINED IN THE SITE – APPLY TO YOU.

We reserve the right to change these Terms at any time, without any prior notice to you or any Site visitor. Any updates to the Terms will apply to you prospectively, so you should check back each time you return to the Site for any updates.

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We provide Materials on the Site for general informational and psycho-educational purposes only, and these are not intended or implied to serve as medical or therapeutic advice, diagnosis or treatment. You should not use this information to diagnose or treat any health/mental health issue, illness or disease. The Site is not providing any medical or therapeutic advice. If you have or suspect you have a mental health or medical problem, you should consult with your doctor or therapist.

Everyday Mindfulness for Stress and Anxiety E-Course is a psycho-educational course and does not involve the diagnosis of mental disorders as defined by the American Psychiatric Association. By enrolling you indicate an understanding that this e-course is not a substitute for counseling, psychotherapy, mental health care

or substance abuse treatment and that you will not use it in place of any form of diagnosis or therapy.

Elana Morgulis and Ellis Edmunds neither endorse nor are responsible for the accuracy and reliability of any products, services, events, opinions, advice, or statements made on the Site by anyone other than themselves.

3. User Registration and Information Protection

When registering for Materials you must provide your name and email address. This information will be kept confidential. Your email address will be added to Elana Morgulis, MFT, E-RYT and/or Dr. Ellis Edmunds's email list for marketing purposes. You must promptly notify us if any of this information changes. If you fail to provide or update this information, we may terminate your right to use the Site.

5. Online Conduct

In using the Site, you agree to (a) keep intact all trademark, copyright and other proprietary notices; (b) make no modifications to the Materials.

You agree to use the Site only for lawful purposes. Unacceptable uses of the Site include without limitation: (i) engaging in any illegal activity or the planning of any illegal activity; (ii) disseminating or transmitting statements or material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) creating, disseminating or transmitting files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, publicity or other intellectual property rights of any person; (iv) creating a false identity or otherwise attempting to mislead any person as to the identity or origin of any communication; (v) exporting, re-exporting or permitting the downloading of any message, software or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (vi) interfering, disrupting or attempting to gain unauthorized access to other accounts on the Site or any other computer network; (vii) disseminating or transmitting viruses, spyware, adware, or any other malicious or invasive code or program; or (viii) engaging in any other activity we deem to be inconsistent with the spirit or intent of this Site.

6. Intellectual Property Rights

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9. Disclaimer of Warranties

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10. Disclaimer of Liability

Under no circumstances will Elana Morgulis, MFT, E-RYT and/or Dr. Ellis Edmunds be liable to you or to any third party for any consequential, incidental, indirect, punitive or special damages (including damages relating to lost profits, lost data or loss of goodwill) for any loss or damages of any kind that are directly or indirectly related to the Site, its performance, the Materials, User Content; any errors or omission in the Site; any damage to any user’s computer, hardware, software, wireless devices, or technology, even if foreseeable or even if we have been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability or tort. In no event will any of our sites be liable to you or anyone else for loss, damage or injury. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. In no event will Elana Morgulis, MFT, E-RYT and/or Dr. Ellis Edmunds total liability to you for all damages, loss, or causes of action, if any, exceed ten United States dollars.

11. Dispute Resolution/Mediation/No Class Relief:

If any controversy, allegation or claim arises out of or relates to the Site, the Materials, your use of the Site, and these Terms, then you and we agree to send a written notice to the other providing a reasonable description of the dispute, along with a proposed resolution of it. If we do not have a current address for you, then we have no obligation under this section. Your notice to us must be sent to us at our contact details below. For a period of sixty days from the date of receipt of notice from the other party, we will engage in a dialogue with you in order to attempt to resolve the dispute though nothing will require either of us to resolve the dispute on terms with respect to which either you or we, in each of our sole discretion, are not comfortable.

All disputes arising out of or relating these Terms or your use of the Site and unresolved via dialog will be exclusively resolved under confidential binding arbitration held in Oakland, California before and in accordance with the Rules of the American Arbitration Association. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, disputes will be mediated only on an individual basis and will not be consolidated with any other proceedings that involve any claim or controversy of any other party, whether through class arbitration proceedings or otherwise. But if, for any reason, any court with competent jurisdiction or any mediator selected pursuant to this section holds that this restriction is unconscionable or unenforceable, then our agreement to mediate in this section will not apply and the dispute must be brought exclusively in court pursuant to the following paragraph.

Except to the extent that mediation is required, any action or proceeding relating to any dispute may only be instituted in federal court in Oakland, California. Accordingly you and we consent to the exclusive personal jurisdiction and venue of such courts for such matters.

Notwithstanding the foregoing, we will have the right to seek injunctive or other equitable relief in state or federal court located in Oakland, California to enforce these Terms or to prevent an infringement of a third party's rights. In the event equitable relief is sought, each party hereby irrevocably submits to the personal jurisdiction of such court.

12. Miscellaneous

Our failure to act with respect to a breach of the Terms by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. We may assign our rights and duties under these Terms to

any party at any time without notice to you. The provisions of these Terms are intended to be severable. If for any reason any provision of these Terms is held invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions hereof, which shall continue to be in full force and effect.

13. Governing Law

These Terms will be governed by and construed in accordance with the laws of the state of California, without regard to its conflicts of laws principles and specifically will not be governed by the United Nations Convention on contracts for the international sale of goods. You agree that jurisdiction and venue in any legal proceeding directly or indirectly arising out of or relating to the sites, will be in Oakland, California, and you hereby consent and submit to the exclusive personal jurisdiction and venue in Oakland, California.

14. Contact Us

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International Orders

If you are purchasing from a country that is not found on our countries served or if you are experiencing problems completing your order please call +1-510-455-2698.

Cancellation/Return Policy

As of May 1, 2020, all sales of online courses are nonrefundable. Payment is expected in full at the time of purchase.

If you believe you have purchased an online course that has not been sent successfully, please reach out to 510-455-2698.