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Services provided by Company related to treatment and assessment are governed by those agreements signed by clients at intake. These Terms govern the use of Resources from this Website. Coaching, consulting, education, and training services are offered through another company and website.

Your use of the Website constitutes Your acceptance of, and agreement to, the following Terms. The Company reserves the right to modify, alter, amend or update its Website, policies and these Terms. These Terms are subject to change without notice.

If You do not agree with or do not accept any part of these Terms, You must not use the Website or use or purchase the Products.

You agree you are at least 18 years old or of legal age in your applicable jurisdiction to access the Resources. Access of our Resource(s) and related materials by a minor is a violation of use, and we reserve the right to terminate your access if such an issue is discovered.

Use of this website is at your own risk. We host our site on a reputable platform and take reasonable efforts to maintain and host the site. However, we make no explicit representations or warranties as to the safety or your individual use of the website. The terms, conditions and privacy policy contained on this page is subject to change at any time.

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Our website and related materials is provided for educational and informational use only. You agree to indemnify and hold harmless our website and company for any direct or indirect loss or conduct incurred as a result of your use of our website and any related communications, including as a result of any consequences incurred from technological failures such as a payment processor error(s) or system failure(s).

While we may reference certain results, outcomes or situations on this website, you understand and acknowledge that we make no guarantee as to the accuracy of third party statements

contained herein or the likelihood of success for you as a result of these statements. If you have a medical, legal or financial question, you should consult a medical professional, lawyer or CPA and/or CFP respectively.

We expressly disclaim any and all responsibility for any actions or omissions you choose to make as a result of using this website, related materials, products or Resources, courses or the materials contained herein. This website is updated on a regular basis and while we try to make accurate statements in a timely and effective manner, we cannot guarantee that all materials and related media contained herein are entirely accurate, complete or up to date. You expressly acknowledge and understand that any information or knowledge you gain as a result of using this website is used at your own risk.

If you should see any errors or omissions and would like to let us know, please email us at admin@suncounselingandwellness.com.

PSYCHOLOGICAL SERVICES DISCLAIMER

Psychological services are the treatment, evaluation, and treatment of mental health and/or behavioral health disorders applying professional clinical expertise to your specific circumstances. The Resources or related communications are NOT psychological services, nor as a recommendation of any particular understanding regarding your needs for psychological services. Company is not offering legal services and you expressly agree we are not acting in any professional capacity by making Resources available. Further, engaging with Company on social media or through email communication does not create a therapist/client relationship. Company insists that you consult an attorney if you'd like advice on your interpretation of the Resources information or its accuracy.

Resources are for educational and entertainment purposes only. None of the Resources or its related material(s) should be construed as psychological services, recommendations, or advice.

This Website is created and owned by Company, founded by Juliet Kuehnle, a clinical mental health counselor licensed in North Carolina, but she's not your therapist. A therapist/client relationship shall only be formed by signing all intake paperwork provided by Juliet Kuehnle & Associates, PLLC or other providers at Sun Counseling & Wellness.

ERRORS AND OMISSIONS

We make reasonable efforts to provide you with modern, reliable technology, software and platforms from which to access our Resource(s) and related material(s). However, in the event of a technological failure, you accept and acknowledge our lack of responsibility for said failure, and while we will make reasonable efforts to support you, some technological issues are far outside our control and will require you to access support from a third party provider.

YOUR RESPONSIBILITY

The Website and Resources were developed strictly for educational, entertainment, and informational purposes. You understand and agree that You are fully responsible for Your use and results from the Products. The Company makes no representations, warranties or guarantees. You understand that results may vary from person to person. You understand that the Company is not responsible for Your results or any expenses that You may incur as a result of Your purchase. The Company assumes no responsibility for errors or omissions that may appear in the Resources or the Website.

PRIVACY POLICY

What information do we collect, and how is it used?

Information You Voluntarily Submit to the Website. We may collect personal information from you such as your name or email address. For example, you may voluntarily submit information to the Website by leaving a comment, subscribing to a newsletter, or submitting a contact form. In addition, for certain purchases, we may ask you to create a user profile, which would allow you to create a username and password. We will store the username, but your password will not be visible in our records.

Information We Collect from Others. We may receive information about you from other sources. For example, if you use a third-party software through the site, they may transfer information to us for fulfillment.

Automatically-Collected Information. We automatically collect certain information about you and the device with which you access the Website. For example, when you use the Website, we will log your IP address, operating system type, browser type, referring website, pages you viewed, and the dates/times when you accessed the Website. We may also collect information about actions you take when using the Website, such as links clicked.

Cookies. We may log information using cookies, which are small data files stored on your browser by the Website. We may use both session cookies, which expire when you close your browser, and persistent cookies, which stay on your browser until deleted, to provide you with a more personalized experience on the Website.

How your information may be used

We may use the information collected in the following ways:

- To operate and maintain the Website
- To create your account, identify you as a user of the Website, and customize the Website for your account
- To send you promotional information, such as newsletters, unless you have opted out. Each email promotion will provide information on how to opt out of future mailings
- To send you administrative communications, such as administrative emails, confirmation emails, technical notices, updates on policies, or security alerts

- To respond to your comments or inquiries
- To provide you with user support
- To process payment for purchases you make through the Website
- To protect, investigate, and deter against unauthorized or illegal activity

Third-party use of personal information

We may share your information with third parties when you explicitly authorize us to share your information. Additionally, the Website may use third-party service providers to service various aspects of the Website. Each third-party service provider's use of your personal information is dictated by their respective privacy policies. The Website currently uses the following third-party service providers:

- **SimplePractice** — this service is used to serve our electronic health records program. The Company has signed a Business Associate Agreement with SimplePractice, but can make no guarantees on their services.
- **Stripe** — this service is used to serve our credit card payments through SimplePractice. At no time is your banking information passed to the Website. We receive only information used to pay for your services.

Except when required by law, we will not sell, distribute, or reveal your email addresses or other personal information without your consent; however, we may disclose or transfer personal information collected through the Website to third parties who acquire all or a portion of our business, which may be the result of a merger, consolidation, or purchase of all or a portion of our assets, or in connection with any bankruptcy or reorganization proceeding brought by or against us.

Anonymous data

From time to time, we may use anonymous data, which does not identify you alone, or when combined with data from other parties. This type of anonymous data may be provided to other parties for marketing, advertising, or other uses. Examples of this anonymous data may include analytics or information collected from cookies.

Cookies

The Website uses cookies to store visitors' preferences, record user-specific information on what pages users access or visit, ensure that visitors are not repeatedly sent the same banner ads, and customize Website content based on visitors' browser type or other information that the visitor sends. Users may, at any time, prevent the setting of cookies by the Website by using a corresponding setting of their internet browser and may thus permanently deny the setting of cookies. Already-set cookies may be deleted at any time via an internet browser or other software programs. However, if users deactivate the setting of cookies in their internet browser, not all functions of our Website may be entirely usable.

Advertising

Affiliate Program Participation. The Website may engage in affiliate marketing, which is done by embedding tracking links into the Website. If you click on a link for an affiliate partnership, a cookie will be placed on your browser to track any sales for purposes of commissions. We will disclose all affiliate links within the posts.

Newsletters. On the Website, you may subscribe to our newsletter, which may be used for advertising purposes. All newsletters sent may contain tracking pixels. The pixel is embedded in emails and allows an analysis of the success of online marketing campaigns. Because of these tracking pixels, we may see if and when you open an email and which links within the email you click. This allows the Website to adapt the content of future newsletters to the interests of the user. This behavior will not be passed on to third parties.

Rights related to your personal information

- **Opt-out** — You may opt out of future email communications by following the unsubscribe links in our emails. You may also notify us at admin@suncounselingandwellness.com to be removed from our mailing list.
- **Access** — You may access the personal information we have about you by submitting a request to admin@suncounselingandwellness.com.
- **Amend** — You may contact us at admin@suncounselingandwellness.com to amend or update your personal information.
- **Forget** — In certain situations, you may request that we erase or forget your personal data. To do so, please submit a request to admin@suncounselingandwellness.com.

Please note that we may need to retain certain information for recordkeeping purposes or to complete transactions, or when required by law.

FEEDBACK AND REVIEWS

Nothing in these Terms limits your right to share your honest opinion or experience with our Resources or Website, including in a public review, on social media, or elsewhere, and no clause in these Terms should be read as restricting, penalizing, or threatening legal action over an honest review or opinion. If you knowingly post false or defamatory statements about the Company, we reserve the right to pursue any remedy available to us by law for that conduct specifically.

All Rights Reserved

All rights not expressly granted in these Terms of Use or expressly written here are reserved by Company.

SENSITIVE PERSONAL INFORMATION

At no time should you submit sensitive personal information to the Website. This includes your social security number, information regarding race or ethnic origin, political opinions, religious

beliefs, health information, criminal background, or trade union memberships. If you elect to submit such information to us, it will be subject to this Privacy Policy.

If you are a client of Juliet Kuehnle & Associates, PLLC or any other providers at Sun Counseling & Wellness, any sensitive information should be submitted through the secure EHR portal after you've signed your intake paperwork. You have no right to confidentiality unless otherwise explicitly stated, such as in a subsequent client agreement, or otherwise implicitly agreed upon as mandated by law or fiduciary duty.

CHILDREN'S INFORMATION

The Website does not knowingly collect any personally identifiable information from children under the age of 13. If a parent or guardian believes that the Website has personally identifiable information of a child under the age of 13 in its database, please contact us immediately at admin@suncounselingandwellness.com and we will use our best efforts to promptly remove such information from our records.

Separately, and as stated above, use of the Website to purchase or access Resources requires that you be at least 18 years old or of legal age in your jurisdiction; this 13-and-under standard applies specifically to the collection of personal information under COPPA, and does not change that general eligibility rule.

RESTRICTED AREAS

Access to certain areas of the Website may be restricted. The Company reserves the right to restrict areas of the Website at its sole discretion. Some restricted areas of the Website may be made available to You as a registered user. When You are registered, You are required to create a user profile, which may include a username and password. You agree to keep Your username and password confidential. If You suspect your password has been compromised, You must notify the Company immediately at admin@suncounselingandwellness.com. The Company will not be liable for any loss caused by the unauthorized use of Your account; however, You may be liable to the Company or other third parties for any losses incurred due to such unauthorized use. The Company may disable Your username and password at its sole discretion. The Company reserves the right to modify methods for registration and access levels of registered users from time to time.

OWNERSHIP OF MATERIALS

All original materials provided by the Company as part of the products or Resources are owned by the Company. Any original materials are provided for Your individual use only. You are not authorized to use or transfer any of the Company's intellectual property. All intellectual property remains the property of the Company. No license to sell, distribute, reproduce, prepare a derivative work, display or perform is granted or implied. The Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

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- You must not conduct any systematic or automated data collection activities, including, but not limited to, scraping, data mining, data extraction or data harvesting on or in relation to the Website without the Company's express written permission.
- You must not use the Website to transmit or send any unsolicited commercial communications.
- You must not use the Website for any third-party marketing without the Company's express written permission.

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transmit, translate, sell, resell, share, trade or distribute in any manner or medium (including by email or other electronic means) any material from the Resources. You may, however, from time to time, download, customize and use the Resources for your individual use, provided that you keep intact all copyright and other proprietary notices. The License is for individual use. You may not assign or transfer any of your rights or obligations under this Section or these Terms to any person or entity and any attempt to do so is void.

We reserve the right to terminate your access to the Resource at any time if we find that you have violated these Terms. We will make every attempt to notify you of any violation of these Terms and give you an opportunity to remedy the violation. However, if you fail to remedy the violation or continue to violate the Terms, we will terminate your access to the Resource with no refund of fees.

INTELLECTUAL PROPERTY

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Copyright. Unless otherwise noted, the design, content and all components of the Website are copyrights owned by the Company or third parties and are protected by United States and international copyright laws.

Civil and Criminal Penalties. Even though our Website and Resources are not physical property, you can be charged with theft or face civil or criminal penalties if you copy, steal, infringe or otherwise violate these Terms. We reserve the right to prosecute infringers to the fullest extent allowed by criminal or civil statute in any jurisdiction allowed. You explicitly consent to personal jurisdiction in North Carolina by opting into or purchasing any Resource or accessing its related communications and/or materials.

Your Grant of Rights. You grant the Company a worldwide, irrevocable, nonexclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute any content You contribute to the Website. This content includes, but is not limited to, comments, text, images, audio material, video material and audio-visual material. This license extends to all known and future media. You also grant the Company the right to sublicense these rights and the right to bring an action for infringement of these rights.

EQUITABLE RELIEF

You acknowledge and agree that in the event of certain breaches of the Terms, the Company may suffer irreparable injury, such that no remedy at law will afford it adequate protection

against, or appropriate compensation for, such injury. Accordingly, You agree that the Company shall be entitled to any injunctive relief, without having to post a bond, as may be granted by a court of competent jurisdiction.

PROHIBITED CONTENT

Any content You contribute to the site, including, but not limited to, text, images, audio material, video material and audio-visual material, must not be illegal or unlawful, may not infringe on any third party's legal rights, and must not be capable of giving rise to legal action whether against You or the Company or a third party. The Company reserves the right to edit or remove: (i) any material submitted to the Website; (ii) stored on the Company's servers; or (iii) hosted or published on the Website. The Company takes no responsibility and assumes no liability for any content posted by You or any third party. Notwithstanding the Company's rights under the Terms, the Company does not undertake to monitor the submission of all content to, or the publication of such content on, the Website.

COMMUNICATION — ELECTRONIC NOTICE

If You send the Company an email, register to use the Website or provide your email to the Company in any other way, You consent to receive communications from the Company electronically. You agree that all legal notices provided via electronic means from the Company satisfy any requirement for written notice.

THIRD PARTIES

The Website contains links to third-party websites that are not governed or controlled by the Company. You represent and warrant that You have read and agree to be bound by all applicable Terms and policies for any third-party website that relates to Your use of the Website. The Company assumes no control or liability over the content of any third-party sites. You expressly hold harmless the Company from any and all liability related to Your use of a third-party website. Prior to engaging in any commercial transactions with any third parties discovered through or linked on the Website, You must complete any necessary investigation or due diligence. If there is a dispute for any commercial transactions with a third party discovered through or linked on the Website, You expressly hold the Company harmless from any and all liability in any dispute.

NO WARRANTIES

The Website and any products or Resources are provided on an "as is" and "as available" basis without any representations or warranties, expressed or implied. The Company makes no representations or warranties in relation to the Website, the Resources, products, or the information and materials provided therein. The Company makes no warranty the Website will meet your requirements; will be available uninterrupted; timely and free of viruses or bugs; or represents the full functionality, accuracy, and reliability of the Website. The Company is not

responsible to you for the loss of any content or material uploaded or transmitted through the Website.

ASSUMPTION OF RISK

By accessing our Resource(s) and/or related materials, whether paid or unpaid, you assume all the risk of your access and any subsequent actions you choose to take as a result of the influence, information or educational materials provided to you.

LIMITATION OF LIABILITY

IN NO EVENT SHALL WE, OUR AFFILIATES, AGENTS, PARTNERS, AND LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE RESOURCES YOU HAVE PURCHASED OR ACCESSED THROUGH OUR WEBSITE.

INDEMNITY

You agree to defend, indemnify and hold the Company, its members, employees, officers, directors, managers and agents harmless from and against any and all losses, claims, suits, actions, liabilities, obligations, costs and expenses (including reasonable attorneys' fees and expenses) which the Company suffers as a result of third-party claims based on: (i) Your negligence or intentional misconduct; (ii) Your breach of any provision of the Terms (including representation or warranty); (iii) materials prepared or provided by You including, but not limited to, any claims of infringement, or misappropriation of copyright, trademark, patent, trade secret, or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel; or (iv) death, personal injury, or property damage arising out of, or relating to, Your obligations hereunder.

Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any delay in our performance under these Terms when and to the extent such delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints

or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. Should an event be canceled, you will receive a full refund.

CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website and Resources following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

MISCELLANEOUS

The Terms will be governed and construed in accordance with the laws of the State of North Carolina. Any controversy or claim arising out of or relating to the Terms, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of any such arbitration shall be in or near Charlotte, NC. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

If any provision(s) of the Terms is held to be invalid, illegal or unenforceable, the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such a provision shall be limited or reduced in scope so as to be enforceable.

The Terms may not be assigned by you without the Company's prior written consent, however, the Terms may be assigned by the Company in its sole discretion. The Terms are the final, complete and exclusive agreement of the parties with respect to the Website offered by the Company. The Terms may not be altered or modified except by prior written agreement by the parties.

All notices with respect to the Terms must be in writing and may be sent via email to admin@suncounselingandwellness.com for the Company, and to your email address on file for you.

Contact Information

To provide feedback, comments, requests for technical support, or ask questions about our Privacy Policy and our privacy practices, contact us at:

Email: admin@suncounselingandwellness.com

Mailing address: Juliet Kuehnle & Associates, PLLC dba Sun Counseling & Wellness, 5950 Fairview Rd. Ste 320, Charlotte, NC 28210