

Terms of Use

Last Updated April 29, 2024

Thank you for your interest in Washington Behavioral Medicine, LLC, a Maryland limited liability company, which we refer to as “WBMA”, “us” or “our”. We provide comprehensive, collaborative mental health care through our team of psychiatrists, psychologists, psychotherapists, art therapist coaches, and neuroscientists. Our website, www.wbma.cc, which we refer to as the “our Site” or “the Site”, is intended to be primarily informative, so that you can find out more about our practice, treatment options, and mental health. You also can use our Site to access appointment scheduling or purchase certain vitamins and supplements. We refer to our Site, Site content, products offered through our Site, and our social media accounts and pages, collectively, as our “Products”.

Please read these Terms of Use carefully. These Terms govern your use of our Products. By accessing our Products, you agree to be subject to these Terms. If you do not agree to any of these Terms, you may not use our Products.

Although you may use our Site to access our Patient Portal, this Policy does not apply to our Patient Portal, <https://28075-1.portal.athenahealth.com>.

These Terms of Use are presented in a layered format. Click thru to jump to a specific section.

1. License.

Subject to these Terms, you are granted a non-exclusive, non-transferable, limited license to access and use our Products.

2. Privacy.

When you agree to these Terms, you are also agreeing to our Privacy Policy which can be found here.

3. Who Can Use Our Site or Products?

You may not use our Products if you are:

a. **A minor.** If you are a minor or under age thirteen (13), you may not use our Site or Products without your parent or guardian’s consent.

b. **Barred by law.** You may only use our Products if you are not

prohibited by any applicable laws from doing so. If you are located in a country embargoed by United States or other applicable law from receiving our Products or are on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals, you are not permitted to purchase any paid Products from WBMA.

c. A competitor. You may not use our Products, without our prior written consent, if you are a competitor of WBMA or affiliated with a competitor of ours, as determined by us, in our sole discretion.

d. A robot or program. All access to and use of our Products via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of our Products is strictly prohibited. Notwithstanding the foregoing, and solely with respect to a single sign on exception, WBMA grants the operators of public search engines permission to use spiders to index materials from the site for the sole purpose of creating publicly available searchable indices of the materials. WBMA reserves the right to revoke these exceptions either generally or in specific cases. You may not collect or harvest any personally identifiable information from our Products, nor use the communication systems provided by our Products (e.g., comments, email) for any commercial purposes. You may not solicit, for commercial purposes, any users of our Products with respect to their Content.

4. Your Content.

Any "Content" (defined below) you submit to us through our Products, (including personal data and the personal data of others) to be used with or on our Products is subject to these Terms and the following conditions. We reserve the right to remove your Content if you violate these Terms.

a. Privacy. We know that by providing us your Content, you trust us to treat it appropriately. WBMA's Privacy Policy describes how we will treat your Content and personal data. You in turn agree that WBMA may use and share your Content in accordance with our Privacy Policy and these Terms. Our HIPAA Policy governs how we treat "Protected Health Information."

b. Authority. You shall be solely responsible for your Content and the consequences of uploading, submitting and publishing your Content. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish your Content.

c. Copyrighted and trademarked material. Content you submit to our Site may not contain third party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission

from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant WBMA all of the license rights granted herein. WBMA does not permit copyright infringing activities and infringement of intellectual property rights on our Site, and WBMA will remove all Content if properly notified that such Content infringes on another's intellectual property rights. WBMA reserves the right to remove Content without prior notice.

d. Prohibited content. You may not submit any Content or other material, or encourage others to act in a manner, that is:

i. Illegal. Violates applicable local, national, or international laws or regulations.

ii. Infringe. Infringes upon another person or entity's copyright or intellectual property rights.

iii. Offensive, libelous, harmful. Offensive, threatening, libelous, defamatory, pornographic, obscene, harmful, abusive, harassing, tortuous, defamatory, vulgar, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, as determined by WBMA, in WBMA's sole discretion.

e. No endorsement. WBMA does not endorse any Content submitted by any user, third party, or any opinion, recommendation, or advice expressed therein, and WBMA expressly disclaims any and all liability in connection with such Content.

f. No pre-screening. WBMA does not review or pre-screen the contents of data uploaded or posted to our Products by Users.

g. Social media posts. You agree and are subject to the terms of service and privacy policies of third-party social media companies with respect to Content you submit to our social media accounts or pages. Such third-party sites may remove your Content with or without input from us. Likewise, we may remove your Content from our social media accounts or pages if we, in our sole discretion, believe that you have violated these Terms, the terms of service or privacy policies of the third-party site, or otherwise believe it is in our best interests to do so. We advise you to review the terms of service and privacy policies of such companies.

- 5. **Vitamins and Supplements**
- 6. **Third Party Content.**

Our Site may contain links to third party websites that are not owned or controlled by WBMA. We have no control over, and assume no responsibility for the Content, privacy policies, or practices of any third-party websites. You understand that when using our Site, you may be exposed to Content from a variety of sources, and that WBMA is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you waive, any legal or equitable rights or remedies you have or may have against WBMA with respect thereto, and, to the extent permitted by applicable law, indemnify and hold harmless WBMA, its owners, operators, affiliates, licensors, and licensees to the fullest extent permitted by law regarding all matters related to your use of such sites.

7. **Prohibited Acts.**

You may not:

a. Reproduce or resell. Reproduce, duplicate, copy, sell, resell or exploit access to our Products, including, but not limited to the HTML or any visual design elements without the express written consent of WBMA.

b. Tamper. Modify, reverse engineer, decompile, adapt or otherwise tamper with our Products or modify another website so as to falsely imply that it is associated with our Products, WBMA, or any other product, software or service provided by WBMA.

c. Interfere. Interfere with, disrupt or attempt to interfere or disrupt our Products, our domains, websites, servers, networks, services or other equipment connected to our Site.

d. Infringe. Use our Products in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of these Terms.

e. Send spam. Use our Products to upload, post, host, or transmit unsolicited bulk e-mail "Spam".

f. Install malware. Use our Products to upload, post, host, or transmit viruses, self-replicating computer programs "worms" or any code of a

destructive or malicious nature.

g. Harm minors. Use our products to harm minors.

h. Impersonate. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

i. Violate the law. Intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to international human rights or privacy laws, regulations or principals.

j. Promote terrorism. Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act.

k. Store certain data. Collect or store personal data about other users in a manner that is prohibited hereunder; or is in connection with the prohibited conduct and activities set forth hereunder.

l. No disabling security features. Circumvent, disable or otherwise interfere with security-related features of our Products or features that prevent or restrict use or copying of any Content or enforce limitations on use of our Products or the Content therein.

8. Our Copyright and Intellectual Property Rights.

Our Products are protected by the copyright laws of the United States and international copyright laws and treaties, as well as other laws and treaties. Except for the non-exclusive license granted pursuant to these Terms, all ownership, license, intellectual property and other rights and interests in and to our Products shall remain solely with WBMA.

a. Trademarks. The Products, Content, trademarks, service marks and logos (“Marks”) on our Products are owned by or licensed to WBMA and are subject to trademark and other intellectual property rights under the law.

b. Intended use only. You may access our Products solely as intended through the provided functionality of our Site and as permitted under these Terms. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any part of our Products, their Content, or our Products for any other purposes without the prior written consent of WBMA or the respective licensors of the Content. WBMA and its licensors

reserve all rights not expressly granted in and to our Products.

2. **Unsubscribe to Emails.** To stop receiving emails from us click the Unsubscribe button in the email or send us an email at info@wbma.cc with “unsubscribe” in the subject line.

11. Cancellation and Termination by Us

a. **Misuse.** If you misuse our Products or otherwise do not comply with these Terms, WBMA, in its sole discretion, has the right to terminate your access to our Products without prior notice to you, and pursue any other remedy legally available to it. WBMA reserves the sole and exclusive right to decide whether or not you are in compliance with these Terms.

b. **Other reasons.** Additionally, WBMA reserves the right to terminate your access to or use of our Products for the following additional reasons:

i. If requested by law enforcement, court order or other judicial process;

ii. If an unexpected technical or security issue arises;

iii. If you engage in fraudulent or illegal activities, whether or not those activities are related to your use of WBMA; or

iv. For any reason, if WBMA, in our sole discretion, believes it to be in WBMA's best interest to do so.

12. Disclaimers and Limitations.

This Section includes important disclaimers and limitations on WBMA's liability.

THIS SECTION IS EXTREMELY IMPORTANT. PLEASE READ IT CAREFULLY.

a. **As is.** To the maximum extent permitted by law, our Products are provided entirely "as is," without any warranty whatsoever, and all warranties of any kind, either express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, are hereby expressly disclaimed, and you hereby waive all such warranties.

b. Limitation of liability. Except as expressly provided by law, in no event shall WBMA, our officers, directors, employees, contractors, subcontractors, suppliers, agents, affiliates, subsidiaries, successors or assigns be liable to you or any party for any direct, consequential, incidental, special or other indirect (including without limitation, cost of cover) damages, loss or injury arising out of or in connection with these Terms, our Products, or any services, content or other materials provided or available hereunder, or use of any other links or linked websites, even if we are expressly advised of the possibility of such damages, and regardless of whether such damages arise in contract, tort (including without limitation negligence), strict liability or other legal basis.

c. Damages. The term "damages" includes, without limitation, attorneys' fees, lost profits, physical and/or personal injury, business interruption, and loss of programs or other data on your information handling system. You agree and acknowledge the economic terms of these Terms fairly and equitably reflect the foregoing allocation of risk and such allocation of risk is a material inducement for us to make our Site and Sites available to you.

13. Digital Millennium Copyright Act

a. Infringement. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

iv. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

v. 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 the law; and

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

b. **Copyright agent.** Notifications to our copyright agent may be sent to hello@wbma.cc or Copyright Agent, Michael Gottlieb, Momentum Law Group, 9211 Corporate Blvd., Suite 350, Rockville, MD 20850. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to WBMA customer service at info@wbma.cc If you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

c. **Counter-notice.** If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

i. Your physical or electronic signature;

ii. Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;

iii. A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and

iv. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the United States District Court for the District of Columbia, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

v. If a counter-notice is received by the Copyright Agent, WBMA may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after

receipt of the counter-notice, at WBMA's sole discretion.

14. Changes and Updates

a. Changes to Site. We regularly update our Site. WBMA may add, alter, or remove functionality or features from our Site at any time without prior notice. WBMA may also limit, suspend, or discontinue our Site at our discretion. WBMA may remove Content from our Site at any time in its sole discretion, although WBMA will endeavor to notify you before it does so if it materially impacts you and if practicable under the circumstances.

b. Changes to Terms. WBMA may change these Terms at any time and for any reason, such as to reflect changes in applicable law or updates to Site, and to account for new Site or functionality. Changes will be effective the day they are posted here. If you do not want to agree to any changes made to these Terms, you must immediately discontinue using our Products because by continuing to use our Products you indicate your agreement to be bound by the updated terms.

15. Maintenance.

WBMA reserves the right to temporarily suspend access to our Products for any reason it deems necessary, including, but not limited to, maintenance, repairs or installation of upgrades, and we will, if practicable, provide notice prior to any such suspension.

16. Dispute Resolution

a. Arbitration. You submit to binding arbitration in the event of a dispute, controversy or claim ("Claim") arising out of or in connection with our Products, these Terms and WBMA's Privacy Policy. The arbitration will be held in Fairfax, Virginia before one arbitrator on an individual basis and not as a class action. You and WBMA shall agree on one arbitrator to conduct the arbitration and the arbitrator shall be selected pursuant to the applicable rules. Each party shall be responsible for its own attorney, expert and other fees, unless the arbitrator awards such fees to the prevailing party.

b. No Class Action. If a claim is arbitrated, you give up your right to participate as a class representative or member for any claim you may have against WBMA, including any right to class arbitration or any consolidation of individual arbitrations or to bring or participate in a class action as set forth in any state statute.

c. **No Jury Trial.** You expressly waive your right to a jury trial.

d. **Arbitrator's Decision Final.** The arbitrator's award is final and binding on all parties. The Federal Arbitration Act (9 U.S.C. §1 et seq.), and not any state law concerning arbitration, governs all arbitration under this clause. Any court having jurisdiction may enter judgment on the arbitrator's award. If any part of this clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. Notwithstanding anything to the contrary contained herein, if the waiver of class action rights contained herein is not enforceable as to any person or persons, the provisions of Section 18 of these Terms shall apply to such person or persons only, and all other persons shall continue to be governed by the Arbitration Clause.

e. **Injunctive Relief.** Notwithstanding the terms of this Section 17, if you violate or threaten to violate WBMA's intellectual property rights, WBMA may seek injunctive or other appropriate relief in any court, and you consent to exclusive jurisdiction and venue in such court.

17. Choice of Law, Forum, and Venue.

The laws of the State of Maryland without giving effect to its conflict of laws principles, govern all matters arising out of or related to these terms and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. If Section 17 is found not to have legal affect by any court with jurisdiction over these Terms, jurisdiction over actions arising out of or related to these Terms, and jurisdiction over WBMA, then if you bring a legal action or proceeding against WBMA arising out of or related to these Terms, you may only bring such action or proceeding in the Greenbelt Division of the United States District Court for the District of Maryland, or in Circuit or District Court of Montgomery County, Maryland.

18. California Users.

California users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254 or (800) 952-5210. Complaints or requests for further information can be sent to the address listed in the Contact Us section of this Agreement

21. Miscellaneous

a. Language. These terms were prepared and are written in English. To the extent any translated version conflicts with the English version, the English version controls, except to the extent prohibited by any applicable law.

b. Content. As used herein, the term “Content” shall include text, software, scripts, graphics, logos, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials. This Content may be created by us, you or a third party.

c. Transmission of Data. WBMA may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run our Products. The technical processing and transmission of data associated with our Products, including Content, may be transmitted unencrypted and involve transmissions over various networks, and changes to conform and adapt to technical requirements of connecting networks or devices.

d. Severability and Waiver. WBMA’s failure to exercise or enforce any of these Terms shall not constitute a waiver of the Terms. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, such court should endeavor to give full effect to the parties’ intentions as reflected in these Terms, and the remainder of these Terms remain in full effect. The failure of WBMA to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

e. Entire Agreement. These Terms constitute the entire agreement between you and WBMA and govern your use of our Products, superseding any prior agreements between you and WBMA (including, but not limited to, any prior versions of the Terms).

f. No Assignment. You may not assign your rights or delegate your duties under this license to access our Products without the prior written consent of WBMA.

g. Indemnification. You agree to indemnify and defend WBMA and our subsidiaries, affiliates, officers, agents, employees, partners, licensors and licensees from any claim or demand, including attorney’s fees and costs, made by any third party due to or arising out of your use of our Products.

h. Persons other than individuals. If you are not an individual, you warrant that you are validly formed and existing under the laws of

your jurisdiction of formation and that you have duly authorized your agent to bind you to these Terms.

22. How to Contact Us.

You can contact us by email, text message, phone, or regular mail and we will respond to your query within 30 days.

email: hello@wbma.cc
phone: (301) 576-6044
mail: Washington Behavioral Medicine, LLC
5480 Wisconsin Ave. #223
Chevy Chase, Maryland 20815

23. Effective Date.

This Agreement is effective as of April 29, 2024.