

MOLLIE DIDIO

TERMS OF USE

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS.

IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Effective date: January 1, 2021

Welcome to Mollie Didio, LLC, a platform for providing services. Please read on to learn about your use of any of our services offered through the Mollie Didio, LLC platform (collectively, the “Services”). If you have any questions, send an e-mail to mollie@molliedidio.com.

These Terms of Use (the “Terms”) are a binding contract between you and Mollie Didio, LLC (“Mollie Didio,” “we” and “us”). You demonstrate your agreement and acceptance of the Terms by clicking “Accept” when prompted or by otherwise using the Services. However, if you do not accept these Terms, you do not have a right or permission to use the Services. These Terms include the provisions in this document, as well as those in our [Privacy Policy](#).

You must be at least eighteen (18) years of age to use the Services of Mollie Didio.

If you are eighteen (18) years of age or older, you represent and warrant that you are an individual of legal age to form a binding contract.

If you are under eighteen (18) years of age, you must receive your parent’s or guardian’s permission to use the Services and have had your parent or guardian to agree to these Terms on your behalf. As a minor, if you did not receive permission from a parent or guardian, you are not allowed to use Mollie Didio’s Services.

Children under thirteen (13) years of age are not permitted to use Mollie Didio’s Services and may not register for an account, and a parent or legal guardian may not do so on behalf of such children.

Alternatively, you may be agreeing to these Terms on behalf of an organization or entity. If you are, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf, making the Terms binding upon such organization or entity (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity).

You will only use the Services in a manner that complies with all applicable laws, rules, and regulations. If your use of the Services is prohibited by any such laws, rules, and regulations, then you are not authorized to use the Services. We are not responsible for your using the Services in a way that breaks the law.

What are the basics of using Mollie Didio’s Services?

Mollie Didio provides Rapid Transformational Therapy (“RTT”) and coaching services via its tele-health platform. In order to access the Services, users are required to register with Mollie Didio. Once registered, users are able to schedule appointments for various Services. Mollie Didio is under no obligation and may refuse to provide Services to any user at its sole discretion.

You agree to provide us with accurate, complete, and updated registration information about yourself when you are using the Services.

You acknowledge that certain functionalities of our Services depend on the accuracy and types of information you provide us.

You represent, warrant, and agree that you will not use or interact with the Services in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including Mollie Didio's rights);
- (b) Violates any law, rule, or regulation, including, without limitation, any applicable export control laws;
- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (e) Runs Mail list, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (f) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (g) Copies or stores any significant portion of the Content; or
- (h) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will alert you to changes by either placing a notice within the Services, on the website, or sending you an email if you have provided us with such contact information.

Please note that if you have opted not to receive legal notice emails from us (or you have not provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them.

If you do not agree with the new Terms, you may reject them. However, if the terms are rejected, you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is made effective, such usage demonstrates agreement with all of the changes.

Will Mollie Didio ever change the Services?

We are always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We will try to give you notice when we make a material change to the Services that would affect you or your use of the Services, but this is not always feasible.

What about my Privacy?

Mollie Didio takes the privacy of its users seriously. For the current Mollie Didio Privacy Policy, please click [Privacy Policy](#).

You must be at least eighteen (18) years of age, or the minimum legal age in your country or jurisdiction, to use Mollie Didio's Services. However, the Services may be made available to individuals at least thirteen (13) years of age, or the minimum legal age in your country or jurisdiction, IF, AND ONLY IF, verifiable parental consent is obtained from that child's parent or guardian ("Parental Consent").

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under thirteen (13). But we do not knowingly collect or solicit personally identifiable information from a child under thirteen (13) without obtaining verifiable Parental Consent, except for the limited amount of personally identifiable information we need to collect in order to determine whether Parental Consent is required ("Required Information"). Until we have received Parental Consent, we will only use Required Information for the purpose of obtaining Parental Consent.

If you are a child under thirteen (13), please do not attempt to send any personal information about yourself to us before we obtain Parental Consent, except for the Required Information in the context of the Parental Consent process.

If you believe that a child under eighteen (18) has provided us with personal information without our obtaining Parental Consent, please contact us at mollie@molliedidio.com and use the subject on the e-mail: "Report an Underage User on Mollie Didio". On the e-mail please include the following information:

- a) Full name of the person you want to report,
- b) Date of Birth of the person you'd like to report, if known, or known age, and
- c) Your relationship with this person

What are my rights in the Services?

All rights and title in and to the Services are owned by Mollie Didio and protected by United States and international laws.

The materials displayed or performed or available on or through the Services, including, but not limited to, sound files, text transcriptions, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the "Content") are protected by copyright or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you will not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Mollie Didio's) rights.

You understand that Mollie Didio owns the Services. You will not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content. Although this functionality exists, all the legal protections and restrictions described above still apply.

Will Mollie Didio ever remove Content?

We reserve the right to remove any Content from the Services at any time, for any reason, in our sole discretion, and without notice. Services may vary depending on the operating system you use to access Mollie Didio and certain Services may not be available on certain devices.

Who is responsible for what I see and do on the Services?

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Mollie Didio. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Mollie Didio is not responsible for such risks. We encourage you to be aware of when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Mollie Didio has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Mollie Didio shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that Mollie Didio is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Mollie Didio, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

What are the costs involved with the Services?

Mollie Didio's platform and Services are billed on a case-by-case basis, with the rates fully disclosed prior to each session.

What if I want to stop using Mollie Didio?

You are free to do that at any time by stopping utilizing the Services or by contacting us at mollie@molliedidio.com. After you have stopped using our Services, our Privacy Policy and the policies stated within these Terms govern the way in which we will treat information you provided to us while using the Services.

Will Mollie Didio ever terminate my access to the Services?

Mollie Didio is also free to terminate (or suspend access to) your use of the Services, for any reason in our discretion, including your breach of these Terms. Mollie Didio has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Provisions that, by their nature, should survive termination of these Terms shall survive termination or voluntary deletion. By way of example, all of the following will survive: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

What else do I need to know?

Warranty Disclaimer. Neither Mollie Didio nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided “AS IS” and without any warranty of any kind from Mollie Didio or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY MOLLIE DIDIO (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL MOLLIE DIDIO (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO MOLLIE DIDIO IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, You agree to indemnify and hold Mollie Didio LLC, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action (“Claim”), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Mollie Didio's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration. These Terms are governed by and will be construed under the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Onondaga County, New York, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Onondaga County, New York, or the United States District Court for the Northern District of New York. **Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND MOLLIE DIDIO ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that Mollie Didio may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Mollie Didio agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Mollie Didio, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Mollie Didio, and you do not have any authority of any kind to bind Mollie Didio in any respect whatsoever. You and Mollie Didio agree there are no third-party beneficiaries intended under these Terms.