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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 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.

Privacy

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Disclaimer

Your use of the Website is also subject to the **SHELIA D. DUNCAN, LCSW-C's Disclaimer**. Please review our Disclaimer, which also governs the Website and informs users of various limitations regarding the information provided on the Website. Your agreement to the Disclaimer is hereby incorporated into these Terms of Use.

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You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

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to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by email, and there are various places on this Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

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The Service is controlled, operated and administered by **Shelia D. Duncan, LCSW-C** from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use Shelia D. Duncan, LCSW-C Content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend, and hold harmless **Shelia D. Duncan, LCSW-C**, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. **Shelia D. Duncan, LCSW-C** reserves the right, at its own cost, to assume

the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

Termination And Access Restriction

Shelia D. Duncan, LCSW-C reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Website or the Terms of Use pursuant to the Dispute Resolution Clause above. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

No Joint Venture Or Other Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Website. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Entire Agreement

Unless otherwise specified herein, this agreement, along with the Privacy Policy and Disclaimer, constitutes the entire agreement between the user and **Shelia D. Duncan, LCSW-C** with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and **Shelia D. Duncan, LCSW-C** with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

SHELIA D. DUNCAN, LCSW-C reserves the right, in its sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

SHELIA D. DUNCAN, LCSW-C welcomes your questions or comments regarding the Terms:

SHELIA D. Duncan, LCSW-C

Email Address: sheliadduncan@sheliaduncan.com

Effective as of November 1, 2022