



IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY. DO NOT USE THIS WEBSITE.

IF YOU OR SOMEONE YOU KNOW IS THINKING ABOUT SUICIDE, HARMING YOURSELF OR SOMEONE ELSE, OR ANYONE IS IN DANGER, CALL 911 IMMEDIATELY. DO NOT USE THIS WEBSITE.

Please read these Terms of Use (“Terms”) for The Sweet I Am, PLLC (“Anticipate Joy”) carefully. You must agree to these Terms to use this Website (“Website”) and to access online licensed therapy services, support services and educational services (the “Services”). If you do not agree to all of these terms and conditions, you are not authorized to use the Website. The terms “you,” “your,” and “yourself” refer to the individual user of the Website.

You hereby certify that you have completed Anticipate Joy’s Informed Consent. You certify the truthfulness of your information and acknowledge that the therapists you access (“Therapist(s)”) are relying upon your information.

A. Consent to Communicate Electronically.

You hereby agree to communicate with Anticipate Joy and Therapists electronically. You hereby agree that any electronic signature shall have the same effect as a physically written or “wet” signature.

B. Therapists

Anticipate Joy does not employ the Therapists and assumes no responsibility for the quality of the therapeutic services a Therapist provides, nor any act, omission or wrongdoing of any Therapist. Anticipate Joy makes no representation or warranty whatsoever as to whether you will find the Therapist’s services relevant, useful, correct, satisfactory or suitable to your needs.

Anticipate Joy contracts with licensed professional therapists, who provide mental health treatment and support services. While Anticipate Joy has a system in place to check the credentials, licensure, qualifications and degrees of the therapists, Anticipate Joy cannot guarantee the verification of degrees, qualifications, licensure, certification, credentials, competence, or background of any Therapist as inaccurate documents may be presented to Anticipate Joy, third party credentialing services, and other state boards. Anticipate Joy is not involved in your relationship with Therapist in any manner other than providing the Website.

You agree, confirm and acknowledge that although the Therapist may provide the Services through the Website, we cannot assess whether the use of the Therapists, the Services or the Website is right and suitable for your needs. **THE WEBSITE DOES NOT INCLUDE THE PROVISION OF MEDICAL CARE, MENTAL HEALTH SERVICES, OR OTHER PROFESSIONAL SERVICES BY ANTICIPATE JOY.** As operators of the Website, our role is strictly limited to facilitating the communication between you and the Therapist and to enable the provision of the Services. It is up to you to consider and decide whether these Services are appropriate for you or not.

You agree, confirm and acknowledge that you are aware of the fact that the Services are not a substitute for a face-to-face examination and/or session by a licensed qualified professional. You should never rely on or make health or well-being decisions which are primarily based on information provided as part of the Services. Furthermore, Anticipate Joy strongly recommends that you will consider seeking advice by having an in-person appointment with a licensed and qualified professional. Never disregard, avoid, or delay in obtaining medical advice from your doctor or other qualified healthcare counselor, by face-to-face appointment, because of information or advice you received through the Website.

YOU ARE ENCOURAGED TO VERIFY THE INFORMATION PROVIDED BY THE THERAPISTS. ANY RELIANCE ON SUCH INFORMATION IS DONE AT THE YOUR FULL AND SOLE RISK AND LIABILITY.

WEBSITE IS NOT INTENDED FOR DIAGNOSIS, INCLUDING INFORMATION REGARDING WHICH DRUGS OR TREATMENT THAT MAY BE APPROPRIATE FOR YOU, AND YOU SHOULD DISREGARD ANY SUCH ADVICE IF DELIVERED THROUGH THE WEBSITE.

C. Intellectual Property.

Anticipate Joy hereby grants you a limited, revocable, non-transferable and non-exclusive license limited solely to viewing or downloading a single copy of the material (“Information”) on the Website and to use the Anticipate Joy software to the extent necessary to use the Services solely for your personal use. All right, title and interest in, and to Anticipate Joy, the Services and any Information, products, documentation, software or other materials on the Website remain with Anticipate Joy, in Anticipate Joy’s name, or for Anticipate Joy’s benefit. Anticipate Joy retains all right, title and interest in, any patent, copyright, trade secret, trademark, service mark or other intellectual property or proprietary right in any of the foregoing, except for information on the Website licensed by Anticipate Joy, and in that case, the license provider retains all right, title and interest therein. The Information available through the Website and the Services is the property of Anticipate Joy, or if licensed by Anticipate Joy, the license provider. By accepting these Terms, You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate such Information to anyone. Use, reproduction, copying, or redistribution of Anticipate Joy's trademarks, service marks and logos is strictly prohibited without the prior written permission of Anticipate Joy. The immediately foregoing also applies to any third party trademarks, service marks and logos posted on the Website. Nothing contained on the Website should be construed as granting, by implication, estoppel, waiver or otherwise, any license or right to use any trademarks, service marks or logos displayed on the Website without the written grant thereof by Anticipate Joy or the third party owner of such trademarks, service marks and logos. The Website may contain other proprietary notices and copyright information, the terms of which you must and agree to follow.

D. Notices.

Anticipate Joy may provide notice to you via the e-mail address you provided during registration or in any other form.

E. Eligibility to Register on the Website, Subscribe to the Services and Use the Website.

You represent that you are eighteen (18) years of age and you agree to the terms and conditions set forth in these Terms.

In the event of international access and/or use, you agree to comply with all local rules regarding online conduct and transmission of information, including, without limitation, all applicable laws regarding the transmission of technical data exported from the United States or any other jurisdiction, and you acknowledge that Anticipate Joy makes no representation or warranty that Anticipate Joy, any of the Services, or any information on the Website or transmitted via the Service is lawful in any jurisdiction outside the United States.

To register on the Website you agree: (i) to comply with these Terms, (ii) acknowledge the Notice of Privacy Practices of Anticipate Joy as posted on the Website, (iii) to fully, accurately and truthfully complete the registration profile, using valid information that includes, but is not limited to, your name, mailing address, phone number and email address (“Contact Information”), (iv) to fully and accurately complete any and all other items requested or required when you use the Website, (v) to set your internet browser to accept “cookies” from the Website, and (vi) that by registering on the Website, subscribing to the Services and/or using the Website you are agreeing to opt-in to the receipt of communications, such as newsletters and offers, by mail or email from Anticipate Joy. If you do not wish to receive such communications, you may opt-out at any time.

You consent to: (i) Anticipate Joy's disclosure of your Contact Information with agents and employees of Anticipate Joy and for any other reason as described in our Notice of Privacy Practices and (ii) the use of “cookies.”

Anticipate Joy reserves the right to monitor your access to and use of the Website and the Services. Anticipate Joy may refuse to accept your registration or subscription.

Anticipate Joy is committed to being compliant with the “Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003” (“CAN-SPAM Act”), and e-mail newsletters and correspondence received from us are intended to fully comply with the CAN-SPAM Act. In the event you receive an e-mail from Anticipate Joy which you do not believe is fully compliant with the CAN-SPAM Act, please contact us immediately using the information provided on our [“Contact Us”](#) page.

The Website may contain third-party content, products or services which are not offered or provided by Anticipate Joy (“Third Party Content”), links to Third Party Content (including but not limited to links to other websites) or advertisements which are related to Third Party Content. You confirm and acknowledge that Anticipate Joy has no responsibility over any such Third Party Content, including (but not limited to) any related products, practices, terms or policies, and that Anticipate Joy will not be liable for any damage or loss caused by any Third Party Content.

You agree not to use Website or any Anticipate Joy social media sites for the posting, sending or delivering of either of the following: (a) unsolicited email and/or advertisement or promotion of goods and services; (b) malicious software or code; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; (d) any content that infringes a third party right or intellectual property; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause or encourage a criminal action or violate any applicable law.

F. Limitations on Use.

You agree not to: (i) access the Website or use the Services in an unlawful way or for any unlawful purpose; (ii) post or transmit (a) a message under a false name, or (b) any data, materials, content or information which is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person; or contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is designed or intended to damages, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Website or the Services, personal information, software, equipment, servers or Information or facilitate or promote hacking or similar conduct; (iii) impersonate or misrepresent your identity or falsely state or misrepresent your affiliation with a person or entity; (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Website or the Services; (v) use robots or scripts with the Website; (vi) attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, Information on or received by this Website; or (vii) have anti-virus and/or anti-spyware software running that is set to override the Internet browser's cookie settings.

You agree to install the latest version of an up-to-date and adequate anti-virus software. If you receive any link, file or email from Anticipate Joy or from a Therapist, whether through the Website or not, you agree to check and scan this link, file or email for any virus, Trojan Horse or malicious software prior to opening or using this file.

G. Your Account.

You are responsible for maintaining an up-to-date and accurate account on our Website (“Account”) You are solely responsible for maintaining the confidentiality of your password and for all activities that occur under your password. You agree to be the only user of your password, prohibiting any other person from using your Account or password, and to immediately notify Anticipate Joy in writing of any unauthorized use of your password or other security concerns of which you become aware. You agree to notify us immediately of any unauthorized use of your Account or any other concern for breach of your Account security.

The Account, Website and Services depend on a variety of things, including, but not limited to, software, hardware and applications, either our own or those owned and/or operated by third party contractors and vendors. We do not guarantee that the Account or Website will be uninterrupted or that it will be secure, consistent, timely or error-free.

H. Fraud.

Anticipate Joy may contact you by telephone, mail or email to verify your Contact Information. Anticipate Joy reserves the right to request further information from you and you agree to provide such further information. If Anticipate Joy reasonably believes any information provided by you is false, Anticipate Joy may terminate your access to Website.

I. Payment.

You agree to pay Anticipate Joy all amounts due pursuant to the plan for which you select. Any payment made to Anticipate Joy or through Website is made to the Therapist Services. Anticipate Joy will not be deemed as the Therapist for any Services regardless of payment.

You agree that any and all interactions, whether now or in the future, between you and Therapist will be through Website.

Any interaction with Therapist, whether online or offline will be managed and billed through Website. You will notify us if you are contacted or billed by Therapist by any method not through our Website.

You agree to pay all fees and charges associated with your Account on a timely basis and according to the fees schedule, the terms and the rates as published on the Website. Such fees and charges (including any taxes and late fees, as applicable) may be charged on your credit card. By providing us with your credit card information you authorize us to bill and charge you through that credit card. You agree to maintain valid credit card information in your Account information.

J. Right to Change Terms.

Anticipate Joy may, at any time and from time to time, in its sole discretion, change these Terms. You agree to follow and be bound by such changed Terms.

K. Term and Termination.

These Terms shall commence upon the date you first access the Website. Either you or Anticipate Joy may terminate these Terms and your right to use the Services at any time by terminating your Account.

L. Legal Notices and Disclaimers.

i) Medical Disclaimers.

Anticipate Joy makes no representation or warranty as to the content of any treatment response from any participating, licensed, Therapist. You and your Therapist are solely responsible for all information and/or communication sent during a session. Support and educational services offered by Anticipate Joy, such as Social Connect Groups, education webinars and social media or otherwise are not considered mental health, treatment or medical care.

ii) Indemnification.

You agree to defend, indemnify and hold harmless Anticipate Joy, its members, directors, owners, employees and contractors from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions and suits (no matter whether at law or equity), fees, costs and attorneys' fees (including appellate level) of any kind whatsoever arising, directly or indirectly, out of or in connection with (i) your use or misuse of the Website or the Services or any Information posted on the Website, (ii) your subscription, (iii) your breach of the Terms or the Notice of Privacy Practices, (iv) your relationship with any participating physician, (v) the content or subject matter of or any information you provide to Anticipate Joy, any of its members, directors, owners, employees and contractors, any participating Therapist, and/or (vi) any negligent or wrongful action or omission by you in the use or misuse of the Website or the Services or any Information posted on the Website, including, without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct. This indemnification shall survive the termination of this Agreement

iii) Waiver.

YOU AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES. IF YOU ARE A CALIFORNIA RESIDENT, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

iv) Force Majeure.

Notwithstanding anything herein to the contrary, Anticipate Joy shall not be liable for any losses arising out of the delay or interruption of its performance of any obligations due to any act of God, act of governmental authority, act of public enemy, war, riot, flood, civil commotion, insurrection, severe weather conditions, or any other cause beyond its reasonable control.

v) No Third Party Rights.

Unless expressly stated in these Terms or in the Notice of Privacy Practices to the contrary, nothing herein or in the Notice of Privacy Practices is intended to confer any rights or remedies under or by reason of these Terms or the Notice of Privacy Practices on any persons other than you, Anticipate Joy and its affiliates. Nothing in these Terms and the Notice of Privacy Practices is intended to relieve or discharge the obligation or liability of any third persons to any of you, Anticipate Joy or its affiliates, nor shall any provision give any third persons any right of subrogation or action over or against you, Anticipate Joy or its affiliates.

vi) Privacy.

By accepting these Terms, you consent to the collection, use and disclosure of your personally identifiable information and personally identifiable health information provided to us as outlined in the Notice of Privacy Practices, which is incorporated herein and made a part of these Terms by reference. You may view the on the Website.

vii) Entire Agreement; Headings and Construction; Amendment; Severability.

These Terms and the Notice of Privacy Practices constitute the sole and only agreement of you and Anticipate Joy and supersede any prior understandings or written or oral agreements between you and Anticipate Joy with respect to their subject matter and constitute a complete and exclusive statement of the terms of the agreement between you and Anticipate Joy with respect to their subject matter. The headings contained in these Terms and the Notice of Privacy Practices are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of these Terms and the Notice of Privacy Practices. Anticipate Joy may change this Agreement by posting modifications on the Website. Unless otherwise specified by us, all modifications shall be effective upon posting. The provisions of these Terms and the Notice of Privacy Practices are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

viii) Assignment and Waiver.

You may not assign, transfer or delegate these Terms or the Notice of Privacy Practices or any part of them without Anticipate Joy's prior written consent. Anticipate Joy may freely transfer, assign or delegate all or any part of these Terms and the Notice of Privacy Practices, and any rights and duties hereunder or thereunder. These Terms and the Notice of Privacy Practices will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties. Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of these Terms or the Notice of Privacy Practices, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

ix) Governing Law and Jurisdiction and Venue.

These Terms and the Notice of Privacy Practices shall be governed by and construed in accordance with the laws of the State of Texas, as amended from time to time, without regard to principles of conflicts of law. Any civil action or legal proceeding arising out of or relating pursuant to these Terms or Notice of Privacy Practices shall be brought in the applicable Federal or State courts located in Dallas, Texas. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be affected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules. Any cause of action or claim you may have with respect to Anticipate Joy must be

commenced within two (2) years after it arises, except to the extent such limitation is not enforceable.

This Website can be accessed from the United States and other countries worldwide. Since the laws of each State or country may differ, you agree that the statutes and laws of the State of Texas, without regard to any principles of conflicts of law, will apply to all matters relating to your use of this Website. Anticipate Joy makes no representation that Information or the Services provided on or through this Website are appropriate or available for use in other locations, and accessing them from territories where such Information is illegal is prohibited. If you choose to access the Website from other locations, you do so on your own initiative and are responsible for compliance with local laws.

x) Enforcement Costs.

If any civil action or other legal proceeding is brought for the enforcement of any of these Terms or the Notice of Privacy Practices or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of any of these Terms or the Notice of Privacy Practices, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party (including fees and costs associated with collecting such amounts).