In these documents, the term "WE" shall henceforth refer to Wordwise Speech Therapy, LLC and its agents.

**Privacy Practices**

We Take Your Privacy Very Seriously.

Please Read the Privacy Statement Below in its Entirety. Wordwise Speech Therapy, LLC and its agents use HIPAA Compliant Electronic Medical Records via SimplePractice

Privacy Statement

Wordwise Speech Therapy, LLC, 375 Commack Rd., Deer Park, NY 11729 631-509-2703

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

WE, REFERENCING WORDWISE SPEECH THERAPY, LLC AND ITS AGENTS, UNDERSTAND THAT HEALTH INFORMATION ABOUT YOU AND YOUR HEALTH CARE IS PERSONAL. WE ARE COMMITTED TO PROTECTING HEALTH INFORMATION ABOUT YOU. WE CREATE A RECORD OF THE CARE AND SERVICES YOU RECEIVE FROM US. WE NEED THIS RECORD TO PROVIDE YOU WITH QUALITY CARE AND TO COMPLY WITH CERTAIN LEGAL REQUIREMENTS. THIS NOTICE APPLIES TO ALL OF THE RECORDS OF YOUR CARE GENERATED BY THIS PRACTICE. THIS NOTICE WILL TELL YOU ABOUT THE WAYS IN WHICH WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU. WE ALSO DESCRIBE YOUR RIGHTS TO THE HEALTH INFORMATION WE KEEP ABOUT YOU AND DESCRIBE CERTAIN OBLIGATIONS WE HAVE REGARDING THE USE AND DISCLOSURE OF YOUR HEALTH INFORMATION. WE ARE REQUIRED BY LAW TO:

Make sure that protected health information (“PHI”) that identifies you is kept private.

Give you this notice of OUR legal duties and privacy practices with respect to health information.

Follow the terms of the notice that is currently in effect.

WE CAN CHANGE THE TERMS OF THIS NOTICE, AND SUCH CHANGES WILL APPLY TO ALL INFORMATION WE HAVE ABOUT YOU. THE NEW NOTICE WILL BE AVAILABLE UPON REQUEST, IN OUR OFFICE, AND ON OUR WEBSITE.

Amendment:

WE, REFERENCING WORDWISE SPEECH THERAPY, LLC AND ITS AGENTS, WILL HENCEFORTH REFER TO WORDWISE SPEECH THERAPY, LLC AND ITS AGENTS.

VI. HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU:

The following categories describe different ways that WE, REFERENCING WORDWISE SPEECH THERAPY, LLC AND ITS AGENTS, use and disclose health information. For each category of uses or disclosures, WE will explain what WE mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways WE are permitted to use and disclose information will fall within one of the categories.

For Treatment Payment, or Health Care Operations: Federal privacy rules (regulations) allow health care providers who have a direct treatment relationship with the patient/client to use or disclose the patient/client’s personal health information without the patient’s written authorization, to carry out the health care provider’s own treatment, payment, or health care operations. WE may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if a health care provider were to consult with another licensed health care provider about your condition, WE would be permitted to use and disclose your personal health information, which is otherwise confidential, in order to assist the health care provider in the diagnosis and treatment of your condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard. Because other health care providers need access to the full record and/or full and complete information to provide quality care. The word “treatment” includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers, and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes: If you are involved in a lawsuit, WE may disclose health information in response to a court or administrative order. WE may also disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. WE are not required to agree to your request, and WE may say “no” if WE believe it would affect your health care.

The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.

The Right to Choose How I Send PHI to You. You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.

The Right to See and Get Copies of Your PHI. Other than “session notes,” you have the right to get an electronic or paper copy of your medical record and other information that I have about you. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable, cost-based fee for doing so.

The Right to Get a List of the Disclosures I Have Made. You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost-based fee for each additional request.

The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say “no” to your request, but I will tell you why in writing within 60 days of receiving your request.

The Right to Get a Paper or Electronic Copy of this Notice. You have the right to get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

EFFECTIVE DATE OF THIS NOTICE

This notice went into effect on 12/28/2019

Acknowledgement of Receipt of Privacy Notice

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. By accessing our site, you are acknowledging that you have received a copy of HIPAA Notice of Privacy Practices.

 **WEBSITE PRIVACY**

In this document, the term "WE" shall henceforth refer to Wordwise Speech Therapy, LLC and its agents.

Website Privacy

Website Privacy Policy

Last Modified: 12/15/2023

INTRODUCTION. Wordwise Speech Therapy, LLC (“Company”) respects your privacy. This Privacy Policy sets forth Company’s policy with respect to the types of information we may collect from you or that you may provide when you visit[www.wordwisespeech.com](http://www.wordwisespeech.com) (“the Website”), including any content, services, functionality, mobile applications, downloadable materials, and courses (“the Services”). If you do not agree with our Privacy Policy, your choice is to not use our Website. By accessing or using this Website, you agree to this Privacy Policy and the Terms of Use.

CHILDREN UNDER THE AGE OF 16. All website users must be at least 16 years of age. If we learn we have received information from a child under 16, we will delete the information. If you have reason to believe that a child under the age of 16 has provided Personal Data to us through the Website or Services, please contact us, and we will endeavor to delete the information from our database. If we learn a user is under 16 years of age, we will not disclose any personal information to any third parties unless the user has given opt-in consent. If you have reason to believe that a user is under 16 years of age, notify the Company to prevent disclosure of any personal data without opt-in consent.

WHEN WE COLLECT INFORMATION FROM YOU. We collect data and process data when you access our Website, fill out forms on our Website, register, make a purchase, sign up for our newsletter, respond to a survey, surf the website, or use or view our website via your browser’s cookies.

WHAT TYPES OF INFORMATION WE COLLECT FROM YOU.

* Voluntary Information: When you visit our Website or use our Services, we collect certain types of information from you. This includes your name, email address, mailing address, phone number, credit card information, age, sex, marital status, nationality, or other health information you choose to provide to us.
* Automatic Data Collection: We also collect information automatically through cookies and other tracking technologies such as information about your internet connection, your IP address, traffic and location data, logs and other information. The information we automatically collect helps us improve our Website and deliver a better service.

The categories of consumer data we have collected within the past 12 months include name, date of birth, age, location, communication impairments, credit card information, shipping address, and protected health information stored in HIPAA Compliant Electronic Medical Record Program: SimplePractice.

HOW WE COLLECT INFORMATION FROM YOU. The technologies we use for automatic data collection include “cookies.” Cookies are small files placed on the hard drive of your computer that enable the website or service provider’s systems to recognize your browser and remember certain information. We use functionality cookies to recognize you on our website and remember your previously selected preferences. These could include what language you prefer and location you are in. We use advertising cookies to collect information about your visit to our website. Our Company does not share aspects of this data with third parties for advertising purposes. You may refuse to accept browser cookies by activating the appropriate setting in your browser but if you do you may not be able to access certain parts of our Website or Services. We also use flash cookies or web beacons for automatic data collection. You may also provide information that is public or displayed on public areas of the Website, or transmitted to other users of the Website or third parties (“User Content”). Your User Content is transmitted to others at your own risk.

HOW WE USE YOUR INFORMATION. Processing of your information is necessary for the purpose of legitimate interests and does not infringe on any fundamental rights and freedoms. We use your information to understand and store information about visitor’s preferences, to compile aggregate data about site traffic and site interactions, to provide you with information, products, or services that you request from us or that we think you may like, to provide you with notices about your account, to carry out billing and collection, for customer support, for marketing purposes, and in any other way we may describe when you provide information to us. We may use automated decision-making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automatic if you are unhappy with it. We do not sell personal information or consumer data for monetary gain or valuable consideration.

THIRD PARTY DISCLOSURES. Some content or applications on the Website are served by third parties, such as advertisements. We do not control third parties’ tracking technologies. You should consult the privacy policies of any such third party for more detailed information on their practices.

HOW WE DISCLOSE YOUR INFORMATION.

* We may disclose aggregated information about our users and information that does not identify any individual without restriction.
* We do not disclose personal information that we collect or you provide as described in this Privacy Policy to third parties, including the following subsidiaries, affiliates, service providers, and contractors: SimplePractice (Electronic Medical Record), and subcontractors of Wordwise Speech Therapy, LLC and its agents who may treat you in the future.
* When we process your order we may send your data to, and also use the resulting information from credit reference agencies to prevent fraudulent purchases.
* We may release information when it’s appropriate to comply with the law or enforce our site policies.
* Do Not Track Policy: Our site honors Do Not Track (“DNT”) browser settings. We do not track your online browsing activity on any other online service.
* We do not transfer personal data collected from you to third party processors located internationally. Please be aware that such counties may not have the same level of data protection; however, our collection, storage, and use of your personal data will continue to be governed by this Privacy Policy.

HOW WE STORE AND PROTECT USER INFORMATION.

Wordwise Speech Therapy, LLC securely stores your data at 375 Commack Rd. Suite 211, Deer Park, NY 11729. We have implemented security measures designed to protect your visit to the Website. These include:

* All payment information is encrypted.
* All information you provide to us is stored on our secure servers behind firewalls.
* We use regular Malware Scanning.

No transmission over the internet or email is completely secure or error-free. Please keep this in mind when disclosing personal information over the internet.

We will keep your data for one year. Once this time period has expired, we will delete your data.

YOUR CALIFORNIA PRIVACY RIGHTS.

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit<https://oag.ca.gov/privacy/ccpa>

Under the CCPA, California residents have the right to opt-out of the sale of personal information about them or their household, such as their name, postal or email address, and other personal identifying information. The right is subject to certain exceptions. For example, it does not apply to information that we share with certain third-party service providers so they can perform business functions for us or on our behalf. You may opt out by calling 631-509-2703 or by emailing hello@wordwisespeech.com

In the preceding twelve months, we have not sold personal information. Our policy is that we do not and will not sell your personal information unless you give us your consent or direct us to do so.

RIGHT TO OPT OUT. You have agreed to receive marketing material from the Company and have consented to the Company disclosing your information to third parties for marketing purposes. You may opt out at any time. If you no longer wish to be contacted for marketing purposes, please call 631-509-2703.

YOUR DATA PROTECTION RIGHTS.

* The Right to be Informed: This means anyone processing your personal data must make clear what they are processing, why, and who else the data may be passed to.
* The Right to Access: This is your right to see what data is held about you by a Data Controller.
* The Right to Rectification: You have the right to have your data corrected and amended if what is held is incorrect in some way. You can request that we correct any information that you believe is inaccurate or request that we complete information that you believe is incomplete.
* The Right to Erasure: Under certain circumstances, you can ask for your personal data to be deleted. This is also called “The Right to be Forgotten.” This would apply if the personal data is no longer required for the purposes it was collected for, or your consent for the processing of that data has been withdrawn, or the personal data has been unlawfully processed.
* The Right to Restrict Processing: This gives you the right to ask for a temporary halt to processing personal data, such as in the case where a dispute or legal case has to be concluded, or the data is being corrected.
* The Right of Portability: you have the right to ask for any data supplied directly to the Data Controller by you, to be provided in a structured, commonly used, and machine-readable format. You may request copies of your personal data from us. You may request that we transfer the data that we have collected to another organization, or directly to you, under certain conditions. We may charge a small fee for this service or for any copies requested.
* The Right to Object: You have the right to object to further processing of your data which is inconsistent with the primary purpose for which it was collected, including profiling, automation, and direct marketing.
* Rights in Relation to Automated Decision-making and Profiling: You have the right not to be subject to a decision based solely on automated processing.
* Right Not to be Subject to Discrimination for the Exercise of Rights: The Company will not refuse goods or services to individuals who exercise their consumer rights.

If you would like to exercise these rights, please contact us at hello@wordwisespeech.com or 631-509-2703.

CHANGES TO PRIVACY POLICY. The date the Privacy Policy was last revised is identified on the first page of the Privacy Policy. We reserve the right to update this policy, and if we make material changes to how we treat our users’ personal information, we will notify you by email. You are responsible for periodically visiting our Website and Privacy Policy to check for any changes.

CONTACT. You may send us an email at hello@wordwisespeech.com to inquire about our Privacy Policy or to request access to, correct, or delete any personal information that you have provided to us.

TERMS OF USE

**TERMS OF USE**

The following are the Terms of Use (the "Agreement") which govern your access and use of our online platform or our electronic medical record SimplePractice, or Zoom through which therapy may be provided (collectively the "Platform"). This website is owned and operated by Wordwise Speech Therapy, LLC, of 375 Commack Rd. Suite 211, Deer Park, NY 11729. The Platform may be provided or be accessible via multiple websites or applications whether owned and/or operated by us or by third parties, including, without limitation, the website wordwisespeech.com, SimplePractice, Zoom, and related apps.

By accessing or using the Platform, you are entering into this Agreement. You should read this Agreement carefully before starting to use our Platform. If you do not agree to be bound to any term of this Agreement, you shall not access the Platform.

When the terms "we", "us", "our" or similar are used in this Agreement, they refer to Wordwise Speech Therapy, LLC.

Privacy and Security

Protecting and safeguarding any information you provide through the Platform is extremely important to us. Information about our security and privacy practices can be found on our Privacy Policy above. We use HIPAA compliant electronic medical records, private website servers, and SSL encryption to protect your private information. We make all attempts to ensure privacy.

BY USING THE PLATFORM, YOU ARE ALSO AGREEING TO THE TERMS OF THE PRIVACY POLICY. THE PRIVACY POLICY IS INCORPORATED INTO AND DEEMED A PART OF THIS AGREEMENT. THE SAME RULES THAT APPLY REGARDING CHANGES AND REVISIONS OF THIS AGREEMENT ALSO APPLY TO CHANGES AND REVISIONS OF THE PRIVACY POLICY.

Third Party Content

The Platform may contain other content, products, or services which are offered or provided by third parties ("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. We have no responsibility for the creation of any such Third Party Content, including (but not limited to) any related products, practices, terms, or policies, and we will not be liable for any damage or loss caused by any Third Party Content. Use at your own risk.

Disclaimer of Warranty and Limitation of Liability

YOU HEREBY RELEASE WORDWISE SPEECH THERAPY, LLC, AND ITS THERAPISTS AND AGREE TO HOLD US HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM THE THERAPIST SERVICES OR THE PLATFORM, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION AND/OR SERVICE OF ANY THERAPIST AND/OR ANY OTHER CONTENT OR INFORMATION ACCESSIBLE THROUGH THE PLATFORM.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES OF ANY KIND, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, NON-INFRINGEMENT, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. THE USE OF THE PLATFORM IS AT YOUR OWN RISK. TO THE FULLEST EXTENT OF THE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT OUR AGGREGATE LIABILITY FOR DAMAGES ARISING WITH RESPECT TO THIS AGREEMENT AND ANY AND ALL USE OF THE PLATFORM WILL NOT EXCEED THE TOTAL AMOUNT OF MONEY PAID BY YOU OR ON YOUR BEHALF THROUGH THE PLATFORM IN THE 12 MONTHS PERIOD PRIOR TO THE DATE OF THE CLAIM.

If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.

This section (limitation of liability) shall survive the termination or expiration of this Agreement.

The Therapists and Therapist Services

The Platform may be used to connect you with a Therapist who will provide services to you through the Platform (“Therapist Services”).

We require every speech therapist providing Services on the Platform to be a licensed, certified, and experienced Speech Therapist (CCC-SLP) in good standing with their respective state licensure board, and the American Speech Language Hearing Association (ASHA). Our therapists have a Master's degree in their field, 3+ years of experience, at least 1,000 hours of hands-on experience, and are qualified and certified by their respective professional board after successfully completing the necessary education, exams, training and practice requirements as applicable.

You understand, agree and acknowledge that speech therapy services delivered via telehealth may not be the appropriate solution for everyone’s needs and that they may not be appropriate for every particular situation and/or may not be a complete substitute for a face-to-face examination and/or care in every particular situation.

Your account, representations, conduct and commitments

You hereby confirm that you are legally able to consent to receive Services and that you are legally able to enter into a contract. Wordwise Speech Therapy, LLC is not responsible for misrepresentations made by you due to the nature of our work. We make every attempt to verify birth date, name and address of our clients, and cannot be held responsible for deliberate falsehoods such as minors portraying themselves as adults by manipulating birth date, clients using false names or addresses, or identity theft.

You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security.

You hereby confirm and agree that all the information that you provided in or through the Platform, and the information that you will provide in or through the Platform in the future, is accurate, true, current and complete. Furthermore, you agree that during the term of this Agreement you will make sure to maintain and update this information so it will continue to be accurate, current and complete.

You agree, confirm and acknowledge that you are responsible for maintaining the confidentiality of your password and any other security information related to your account (collectively "Account Access"). We advise you to change your password frequently and to take extra care in safeguarding your password.

You agree, confirm and acknowledge that you are solely and fully liable and responsible for all activities performed using your Account Access. You further acknowledge and agree that we will hold you liable and responsible for any damage or loss incurred as a result of the use of your Account Access by any person whether authorized by you or not, and you agree to indemnify us for any such damage or loss.

You agree, confirm and acknowledge that we will not be liable for any loss or damage that incurred as a result of someone else using your account, either with or without your consent and/or knowledge.

You agree and confirm that your use of the Platform, including the Therapist Services, is for your own personal use only and that you are not using the Platform or the Therapist Services for or behalf of any other person or organization.

You agree to respect Therapist Privacy as well as your own, and will not attempt to contact the therapist outside of the secure messaging portal. You will not attempt to search for individual therapists' social media, phone numbers, addresses or contact information. Wordwise Speech Therapy, LLC will pursue immediate action if you attempt to invade a healthcare provider's privacy, besmirch their reputation or engage in stalking-like behavior at any time. The authorities will immediately be contacted and you will be punished to the fullest extent of the law.

You agree and commit not to make any use of the Platform 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 including intellectual property rights; (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.

You agree and commit not to violate any applicable local, state, national or international law, statute, ordinance, rule, regulation or ethical code in relation to your use of the Platform and your relationship with the Therapists and us.

You agree and commit not to interfere with or disrupt, or attempt to interfere with or disrupt, any of our systems, services, servers, networks or infrastructure, or any of the Platform's systems, services, servers, networks or infrastructure, including without limitation obtaining unauthorized access to the aforementioned.

You agree and commit not to use the account or Account Access of any other person for any reason.

If you receive any file from us or from a Therapist, whether through the Platform or not, you agree to check and scan this file for any virus or malicious software prior to opening or using this file.

You will indemnify us, defend us, and hold us harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following: (a) your access to or use of the Platform; (b) any actions made with your account or Account Access whether by you or by someone else; (c) your violation of any of the provisions of this Agreement; (d) non-payment for any of the services (including Therapist Services) which were provided through the Platform; (e) your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right. This clause shall survive expiration or termination of this Agreement.

You confirm and agree to use only credit cards or other payment means (collectively “Payment Means”) which you are duly and fully authorized to use, and that all payment-related information that you provided and will provide in the future, to or through the Platform, is accurate, current and correct and will continue to be accurate, current and correct. Any fraudulent activity will be reported immediately.

When you join the Platform you acknowledge that you sign up for a subscription. Billing occurs automatically every 1, 2 or 4 weeks, depending on the session frequency that you select. 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 in the Platform. By providing us with your Payment Means you authorize us to bill and charge you through that Payment Means and you agree to maintain valid Payment Means information in your Account information. If your account goes negative and we cannot collect payment from you, all attempts will be made to rectify billing. If unsuccessful, you will be terminated from the Platform.

If you have any concerns about a payment, please contact us within a maximum of three months from the payment date by sending an email to hello@wordwisespeech.com. We will evaluate your issue on a case-by-case basis. You are not entitled to a refund if you failed to schedule or attend a session during your billing cycle. It is the client's responsibility to reschedule scheduled sessions. No-Shows will be charged the full session rate. Our therapists will attempt to reschedule with you one time as a courtesy, provided you give 24+ hours notice. A refund shall only be provided if our therapist failed to attend a scheduled session or provide services during your billing cycle.

Modifications, Termination, Interruption and Disruptions to the Platform

You understand, agree and acknowledge that we may modify, suspend, disrupt or discontinue the Platform, any part of the Platform or the use of the Platform, whether to all clients or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.

The Platform depends on various factors such as software, hardware and tools, either our own or those owned and/or operated by our contractors and suppliers. While we make commercially reasonable efforts to ensure the Platform’s reliability and accessibility, you understand and agree that no platform can be 100% reliable and accessible and so we cannot guarantee that access to the Platform will be uninterrupted or that it will be accessible, consistent, timely or error-free at all times.

Important notes about our Agreement

This Agreement and our relationship with you shall both be interpreted solely in accordance with the laws of the State of Delaware. You irrevocably agree that the exclusive venue for any action or proceeding arising out of relating to this Agreement or our relationship with you, regardless of theory, shall be the U.S. District Court for Delaware. You irrevocably consent to the personal jurisdiction of the aforementioned courts and hereby waive any objection to the exercise of jurisdiction by the aforementioned courts. Nothing in this Agreement, including the choice of the laws of the State of Delaware, affects your statutory rights as a consumer to rely on the mandatory consumer protection provisions contained in the law of the state in which you live.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND US. YOU CONFIRM THAT YOU HAVE NOT RELIED UPON ANY PROMISES OR REPRESENTATIONS BY US EXCEPT AS SET FORTH IN THIS AGREEMENT.

We may change this Agreement by posting modifications on the Platform and updating with the date. Unless otherwise specified by Wordwise Speech Therapy, LLC, all modifications shall be effective upon publishing. Users of this platform are encouraged to check the terms of this Agreement frequently. The last update date of this Agreement is posted at the bottom of the Agreement. By using the Platform at any time after the changes become effective, you agree to be bound by such changes to the Agreement. If you do not agree to the changes, you must terminate access to the Platform and participation in its services.

We may freely transfer or assign this Agreement or any of its obligations hereunder.

The paragraph headings in this Agreement are solely for the sake of convenience and will not be applied in the interpretation of this Agreement.

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

All clauses regarding limitations of liabilities and indemnification shall survive the termination or expiration of this Agreement.

Notices

We may provide notices or other communications to you regarding this agreement or any aspect of the Platform by posting it online. The date of receipt shall be deemed the date on which such notice is given. Notices sent to us must be delivered by email to hello@wordwisespeech.com

Exclusive Venue Clause:

* You irrevocably agree that the exclusive venue for any action or proceeding arising out of relating to this Agreement or our relationship with you, regardless of theory, shall be the U.S. District Court for Delaware. You irrevocably consent to the personal jurisdiction of the aforementioned courts and hereby waive any objection to the exercise of jurisdiction by the aforementioned courts. Nothing in this Agreement, including the choice of the laws of the State of New York, affects your statutory rights as a consumer to rely on the mandatory consumer protection provisions contained in the law of the state in which you live.

Intellectual Property and Usage Clause:

* Any user who accesses this site may not copy, disclose, seek to emulate, detract from, or draw influence from any of the designs, wording, nomenclature, trade secrets, or any other information contained on this site, as it is the sole property of Wordwise Speech Therapy, LLC. Any person, entity, corporation, coaching client, or other who has knowingly accessed this site and obtained information with the intention of using it for their own monetary gain without prior written consent of Wordwise Speech Therapy, LLC agrees to provide monetary compensation to Wordwise Speech Therapy, LLC in the amount of $5,000 per item that is copied. Failure to comply will result in prosecution to the fullest extent of the law including but not limited to litigation for theft of intellectual property, fraud, and loss of potential earnings faced by Wordwise Speech Therapy, LLC. Additionally, damages may be sought, and reports may be filed with appropriate credentialing bodies such as the American Speech-Language-Hearing Association, Better Business Bureau, and relevant state authorities for ethical violations and fraud. This may also result in a cease and desist order substantiated by U.S. Trademarking Authorities. By accessing this site, you irrevocably agree to the terms set herein.

Updated: 12/12/2023 Wordwise Speech Therapy, LLC