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# Indemnification

You agree to indemnify, defend and hold harmless Olive Branch Psychology, its officers, directors, employees, agents and third parties, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorney's fees and costs) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your breach or violation of these Terms, or your violation of any rights of a third party, or your

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At Olive Branch Psychology's sole discretion, it may require you to submit any disputes arising from use of the Site or from these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying District of Columbia law.

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### **Governing Law and Jurisdiction**

You agree that this agreement is entered into between you and Olive Branch Psychology in the District of Columbia and is performed within the District of Columbia. You agree that this agreement is governed by and will be construed in all respects under the laws of the District of Columbia, exclusive of its choice of law or conflict of laws provisions. In any claim or action by you directly or indirectly arising under these terms and conditions or related to the Site, you irrevocably agree to submit to the exclusive personal jurisdiction of the state or federal courts located in the District of Columbia. You waive any jurisdictional, venue or inconvenient forum objections to such court.

### **Miscellaneous Provisions**

Olive Branch Psychology's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Olive Branch Psychology's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Olive Branch Psychology with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable by a court or other tribunal of competent jurisdiction 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 limited or eliminated to the minimum extent necessary so that this agreement will otherwise remain in full force and effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Olive Branch Psychology with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Olive Branch Psychology with respect to the Site.

The section titles in these Terms are for your convenience only and do not have any legal or contractual effect.

### **Changes to Terms**

We may change the Terms from time to time to make any modifications or updates. The most current version of the Terms will supersede all previous versions. Olive Branch Psychology encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Olive Branch Psychology welcomes your questions or comments. If you have any questions about the Terms, please contact us at <u>info@olivebranchpsy.com</u> or 202-240-2426.

Effective as of May 26, 2023