

Terms of Use and Disclaimer

Last Updated: May 13, 2023

Welcome. This Website and the e-course, Peace to the People¹ (“**P2TP**”), offered herein is owned and operated by Dr. Jackie Parke, Psy.D. (“**Dr. Parke.**”) This Terms of Use and Disclaimer, together with the Privacy Policy incorporated herein (collectively, “**Terms of Use**”), govern your access to and use of P2TP and any other content made available on or through this Website, including but not limited to any and all programs, products, services, opt-in downloads, e-books/worksheets, videos, webinars, blog posts, e-newsletters, consultations, e-mails, e- courses, social media, and/or other communication (“**Website.**”) These Terms of Use govern your use of this Website and the information available on the Website. Please read the Terms of Use carefully before you start to use the Website. If you do not agree to these Terms of Use, you must not access or use the Website.

DO NOT USE THIS SITE FOR MEDICAL EMERGENCY SERVICES. FOR MEDICAL EMERGENCIES, CALL 911, 988 OR YOUR LOCAL EMERGENCY ASSISTANCE NUMBER.

No Refunds

All sales are final for online courses or other products through the Website. No refunds are issued for online courses once a sale is completed.

No Relationship Created

The information on this Website is made available for information purposes only. You agree that your access to the Website or your receipt of information from the Website or your transmission of electronic mail or other information to addresses on the Website, does not create a psychotherapist-patient relationship, or any other confidential relationship, between you and Dr. Parke.

Information is For Educational Purposes Only

The information provided in or connected to this Website is for educational and training purposes only and is the sole opinion and production of Dr. Parke.

No Mental Health, Supervision, or Consultation Advice

Although Dr. Parke is a licensed psychologist, none of the content of the Website serves as mental health therapy, consultation or supervision. You acknowledge that Dr. Parke is acting in a training and educational role only for topics relating to mental health services by content on this Website. Always seek the advice of your own mental health provider regarding any questions or concerns you have about your specific mental health concerns and regarding any questions or concerns you have about how these specific topics apply to you. Do not disregard medical advice or delay seeking medical advice because of information you have received on this Website. Do not start or stop taking any medications without speaking to your own medical provider or mental health provider.

¹© 2022 Dr. Jackie Parke, Psy.D.

Always seek the advice of your own supervisor or consultant regarding any questions or concerns you have about any content that applies to your employment or work.

No Guarantees

This Website makes no guarantees or warranties of any kind. The purpose of P2TP is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Dr. Parke cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, abilities, motivation, desire, actions, persistence, and numerous other factors. You fully agree that there are no guarantees for expectations or achievements of specific outcomes or results from using the information you receive on or through this Website.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection and arrangement thereof) are owned by Dr. Parke and are protected by California, United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Website for Personal Use Only – NO Redistribution

These Terms of Use permit you to use the Website for your personal, non-commercial use only. Any copying, redistribution, use or publication by you of any of the content within this Website is strictly prohibited. Viewing this Website in no way grants you ownership or any rights to the Website or any associated materials. You must not copy, reproduce, download, upload, post, broadcast, transmit, distribute, publish, republish, modify, create derivative works of, publicly display or store any of the material on the Website without the express written consent of Dr. Parke. You are not permitted to create a hyper-link to any page or portion of this Website or page or portion of this Website without prior written permission from Dr. Parke. Any use of the information and content provided on this Website that does not comport with the Terms of Use shall be considered an unauthorized use and may subject you to civil and criminal penalties as provided by applicable intellectual property laws.

Content As-Is

The content for this Website is provided As-is/available with all faults. This Website and affiliated sites or websites may contain bugs, errors, problems, or other limitations. Dr. Parke expressly disclaims any liability for your use of the Website or the content on this Website. Dr. Parke does not represent or warrant that content or services found within this course is accurate, complete, reliable, current or error-free. Dr. Parke does not guarantee that any and all items are free of viruses or other harmful components and it is the sole responsibility of the user to exercise caution in the use and downloading of any such content and use industry-recognized software to detect and remove viruses. All responsibility and liability for any damages caused by viruses somehow attributed to our content and service is disclaimed. You understand and agree that you download and/or otherwise obtain content through this Website at your own risk and that you will be solely responsible for your use thereof and any damages to your mobile device, computer system, or any other system accessed including loss of data or other harm of any kind that may result.

Acceptance of Personal Responsibility

As a consumer of this Webpage, you aim to accurately represent the information provided to Dr. Parke on or through this Website. Use of this Website in any way constitutes acknowledgement that you are participating voluntarily in using the Website and that you are solely and personally responsible for any and all of your choices, actions, and results and resulting circumstances, now and in the future. By using this Website you are accepting complete responsibility for the consequences of your use, or non-use, of any materials, information, or resources provided on or through this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from this Website to your life, career, family or business.

Assumption of Risk

As with all situations, there are sometimes risk to an individual that are unforeseen and unknown and/or circumstances that can arise during use of this Website that cannot be predicted that can influence or reduce results of any kind. By using this Website, you fully understand that any mention or information provided regarding any suggestion or recommendation on or through this Website is to be taken at your own risk, with no liability on the part of Dr. Parke. You also recognize that there is a rare chance that illness, injury (to person or property) or even death could result, and you agree to fully assume all risks.

Errors and Omissions

Every effort is made to ensure the accurateness of materials and information shared on or through this Website, the information may unintentionally contain inaccuracies or typographical errors. You agree that Dr. Parke is not responsible for the opinions, sentiments, views, or accuracy of facts referenced on or through the Website, or of those of any other individual entity or company affiliated with Dr. Parke in any way. Due to the constantly evolving nature of the fields of science, technology, mental health and business practices, you agree that Dr. Parke is in no way responsible or liable for the accuracy of this Website, or for any errors or omissions that may occur.

Indemnification and Release of Claims

YOU HEREBY FULLY AND COMPLETELY HOLD HARMLESS, INDEMNIFY AND RELEASE DR. PARKE AND ANY OF HER CONSULTANTS, AFFILIATES, JOINT VENTURE PARTNERS, EMPLOYEES, SHAREHOLDERS, DIRECTORS, STAFF, TEAM MEMBERS, OR ANYONE OTHERWISE AFFILIATED WITH HER, FROM ALL CAUSES OF ACTION, ALLEGATIONS, SUITS, CLAIMS, DAMAGES, OR DEMANDS WHATSOEVER, IN LAW OR EQUITY, THAT MAY ARISE IN THE PAST, PRESENT OR FUTURE THAT ARE IN ANY WAY RELATED TO THIS WEBSITE.

No Warranties

DR. PARKE CLEARLY AND EXPLICITLY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (BOTH EXPRESSED OR IMPLIED) AS TO ANY CONTENT, MATERIALS, INFORMATION, PRODUCTS, TRAINING, OR SERVICES INCLUDED ON OR THROUGH THIS WEBSITE. FURTHER, DR. PARKE MAKES NO

WARRANTIES RELATED TO THE PERFORMANCE, FUNCTION, SAFETY, OR OPERATION OF THIS WEBSITE.

Limitation of Liability

BY USING THIS WEBSITE, YOU AGREE TO ABSOLVE DR. PARKE OF ANY LIABILITY OR LOSS THAT YOU OR ANY OTHER PERSON MAY SUSTAIN FROM USE OF ANY AND ALL INFORMATION, PRODUCTS OR MATERIALS THAT YOU REQUEST, RECEIVE, OR CONSUME THROUGH OR ON THIS WEBSITE. YOU AGREE THAT DR. PARKE WILL NOT BE LIABLE TO YOU, OR TO ANY OTHER INDIVIDUAL, COMPANY OR ENTITY, FOR ANY AND ALL TYPES OF DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EQUITABLE OR CONSEQUENTIAL LOSS OR DAMAGES, FOR USE OF OR RELIANCE ON THIS WEBSITE. YOU AGREE THAT DR. PARKE DOES NOT ASSUME LIABILITY FOR ACCIDENTS, DELAYS, INJURIES, HARM TO PERSONS OR PROPERTY, LOSS, DAMAGE, DEATH, LOST PROFITS, PERSONAL OR BUSINESS INTERRUPTIONS, MISAPPLICATION OF INFORMATION, PHYSICAL OR MENTAL DISEASE OR CONDITION OR ISSUE, OR ANY OTHER TYPE OF LOSS OR DAMAGE DUE TO ANY ACT OR DEFAULT BY DR. PARKE OR ANYONE ACTING AS HER AGENT, CONSULTANT, AFFILIATE, JOINT VENTURE PARTNER, EMPLOYEE, SHAREHOLDER, DIRECTOR, STAFF, TEAM MEMBER, OR ANYONE OTHERWISE AFFILIATED WITH DR. PARKE WHO IS ENGAGED IN DELIVERING CONTENT ON OR THROUGH THIS WEBSITE.

Digital Millennium Copyright Act

Dr. Parke will respond quickly to claims of copyright infringement as found in our Website, according to the terms of the Digital Millennium Copyright Act of 1998 (“DMCA”), (17 USC. § 512). If you believe any copyrights are infringed by this Website, please provide written notice via mail, fax, or email that contains the following information:

- (1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (2) A description of the copyrighted work that you claim has been infringed;
- (3) A description of where the material that you claim is infringing is located on this Website;
- (4) Your address, telephone number, and email address;
- (5) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (6) A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Dr. Parke is only required to respond to those notices that substantially comply with the above requirements. We will investigate your claim and will notify you by the method of contact you used to file your notice with us.

Testimonials

This Website may contain testimonials by consumers of P2TP products, trainings, services, consultations and supervision. These testimonials reflect the real-life experiences and opinions of such users and are for illustrative purposes only. The experiences are personal to those particular users and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. YOUR INDIVIDUAL RESULTS MAY VARY. The testimonials on the Site are submitted in various forms including but not limited to text, audio and/or video, and are reviewed by Dr. Parke before being posted. They appear on the Website verbatim as given by the users, with the exception of correction of grammar or typing errors, and some have been shortened for brevity. The views and opinions contained in the testimonials belong solely to the individual user and do not reflect Dr. Parke's views and opinions. We are not affiliated with users who provide testimonials and users are not paid or otherwise compensated for their testimonials.

Third Party Links

The Website may contain references or links to materials from third-parties. Reference to any third-party products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation with us. Dr. Parke is not responsible for examining or evaluating the content or accuracy and does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to:

- Use the Website for any illegal purpose, or in violation of any local, state, national or international law;
- Violate or encourage others to violate the rights of third parties, including intellectual property rights;
- Post, upload or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful or otherwise inappropriate.
- Interfere in any way with security-related features of the Website.
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by Dr. Parke, may harm her practice or users of the Website, or expose them to liability.
- Interfere with the operation or any user's enjoyment of the Website, including by uploading or disseminating viruses, adware, worms or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent.

Terms of Use and Disclaimer

Page 6

- Access, monitor or copy any content or information from the Website using any robot, spider, scraper or other automated means or any manual process for any purpose without Dr. Parke's express written permission.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To impersonate or attempt to impersonate Dr. Parke, her employees or affiliates or any other person or entity.
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Otherwise attempt to interfere with the proper working of the Website.

Changes To Terms of Use

Dr. Parke, in her sole discretion, reserves the right to alter, change, modify or amend these Terms of Use in her sole discretion at any time without notice. Any modifications will become effective when posted on this Website. By using this Website after any changes in these Terms of Use are made, you agree to be legally bound by the Terms of Use as amended. Therefore, you should revisit this page frequently to determine the present Terms of Use to which you are legally bound.

Termination

Dr. Parke, in her sole discretion, may restrict your access to and/or terminate your right to use this Website without cause at any time and effective immediately. In addition, Dr. Parke may terminate your right to use this Website immediately and without notice for violation of any part of these Terms of Use. In the event of any such termination, the restrictions on your use of the material on this Website shall survive such termination and you agree to be bound by those terms. Dr. Parke reserves the right to withdraw or amend this Website, and any service or material provided on the Website, in her sole discretion without notice.

Governing Law

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the courts of the State of California. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver And Severability

No waiver by Dr. Parke of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Dr. Parke to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited

Terms of Use and Disclaimer

Page 7

to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and all documents referenced herein constitute the sole and entire agreement between you and Dr. Parke regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the Website.

Contact Information

If you have any questions about these Terms of Use or give notice under the DMCA, please contact Dr. Parke at:

hello@throughthewaters.org

**BY USING THIS WEBSITE YOU ARE AGREEING TO ALL
PARTS OF THE ABOVE TERMS OF USE.**