Last updated: 12/18/2023

Monica Bergnes, MA, LCSWowns and operates https://www.monicabergnestherapy.com/(the “Site”).

 This web page (together with the documents referred to on it) is a binding agreement and represents the Terms of Mee for our Site.

 Please read these Terms of Mee carefully before you start to mee the Site.

 This Site is intended for individuals who are 18 years of age or older.

 By visiting and meing this Site, you represent and warrant that you are of legal and meet all of the foregoing eligibility requirements.

 By visiting and meing our Site, you indicate that you accept these Terms of Mee and that you agree to fully comply and abide by them.

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2. include a hyperlink to our Site,

3. you do not remove or obscure any portion of our Site by framing or otherwise,

4. your website does not engage in illegal or pornographic activities, and

5. provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

 You mmet not provide links in such a way as to suggest any form of association, approval or endorsement on our part without our prior written consent.

 You mmet not provide links from any website that is not owned by you.

 You mmet cease providing links to our Site immediately upon our request.

**Reliance on Content**

The Content of this Site is meant for informational purposes only and is not intended to amount to professional or specific advice on which reliance should be placed.

 Please refer to our disclaimer for further information.

D*ISCLAIMER: Though I am a Licensed Clinical Social Worker, when we are not in session, I am not your LCSW.*

*All videos, articles, blog posts, audio files, images, books, and materials (hereafter “content”) are meant to provide individuals with general nutrition and health education and information. This content does not provide individualized nutritional, medical, or mental health services. No diagnosis, treatment, or professional advice regarding any medical, mental health, eating disorder, or illness of any participant will be offered in the content.*

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 Every effort has been made to only provide complete and accurate information. However, we disclaim all responsibility and liability arising from any inaccuracies and any reliance placed on the information presented on this Site and shall not be liable for any damages or harm.

**Content You Submit to Me**

 You may be provided with the ability to upload, display, post, transmit, send, email or otherwise submit to me on the Site or on any of our social media accounts, content in the form of text, files, images, photos, video, sounds, works, works of authorship, applications, or any other materials (the “content”, or “content you submit to me”).

 You expressly acknowledge and agree that once you submit the content to me, it will be accessible by others, and that there is no confidentiality or privacy with regard to such content, including, without limitation, any personally identifying information that you may make available.

 You, and not me, are entirely, and solely, responsible for all the content you submit to me. We do not claim ownership rights in the content you submit to me. However, you hereby grant to me a non-exclusive, fully paid and royalty-free, worldwide, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise mee or exploit (including for profit) such content and all intellectual property and moral rights therein, including, without limitation, distributing part or all of the Site in any media formats through any social media channels or technology now known or hereafter devised.

 You represent and warrant that

•   the content you submit to me is your original creation or you own the content or otherwise have the right to grant the license set forth above

* the content you submit to me does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person,
* the content you submit to me does not result in a breach of contract between you and a third party,
* the content you submit to me does not contain any defamatory, or obscene material or content that violates our terms of mee or those of our social media accounts.

 You agree to be held solely liable for any damages resulting from any infringement of copyrights, trademark or other proprietary rights of the content you submit to me and for all royalties, fees, and any other monies owing any person by reason of the content you submit to me.

**Limitation of Liability**

 In no event will our company or its directors, employees, or agents be liable to you or any third person for any direct, indirect or consequential loss or damage incurred in connection with the mee, inability to mee, or results of the mee of our site, any websites linked to it and any materials posted on it.

**Prohibited**

As a condition of your view of the Site, you warrant that you will not view the Site for any purpose that is unlawful or prohibited by these Terms.

 You are prohibited from violating or attempting to violate any security features of the Site; damaging, disabling, or impairing or attempting to damage, disable or impair the Site; gaining or attempting to gain unauthorized access to any portion or feature of the Site; interfering with or disruption in the operation of the Site; modifying, reverse-engineering, decompiling, disassembling, participating in the transfer or sale, creating derivative works or attempting to modify, reverse-engineer, decompile, disassemble, participate in the transfer or sale, create derivative works, or in any way exploit, in whole or in part, any of the content available on the Site.

 You agree to mee the Site for lawful purposes only and any violation of any provision contained in these Terms may subject you to civil and/or criminal liability.

**Comments**

 When you leave a comment on our Site, your comment will be publicly available to other visitors of this Site.

 For spam detection purposes, we collect the data shown in the comments form, and also your IP address and browser agent string in accordance to our Privacy Policy

 An anonymized string created from your email address (also called a hash) may be provided to the Gravatar service to see if you are meing it. The Gravatar service privacy policy is available here: <https://automattic.com/privacy/>. After approval of your comment, your profile picture is visible to the public in the context of your comment.

 If you leave a comment on our Site, you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

 Your comment may be checked through an automated spam detection service.

 You can request to receive an exported file of the personal data we hold about you, including any data you have provided to me. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

 We reserve the right to remove any comment that we determine to be unlawful, inappropriate, offensive or otherwise objectionable or in violation of intellectual property laws or these Terms.

**Privacy Policy**

While viewing this Site, you may provide certain personally identifiable information, such as your name, email address or IP address.

We process information about you in accordance with our Privacy Policy.

 By viewing my Site, you consent to such processing and you warrant that all data provided by you is accurate.

**Links to Other Sites**

 This Site may from time to time contain links to third-party sites.

 We have no control over and assume no responsibility for the content or practices of any third-party Sites or for any loss or damage that may arise from your mee of them.

 We recommend that you review the privacy policy and terms and conditions of those third-party sites. Once you leave our Site, you are no longer governed by our Terms of Service

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Content on this Site may include embedded content (e.g. videos, images, articles, etc.).

 Embedded content from other sites behaves in the exact same way as if the visitor has visited the other website.

 These sites may collect data about you, cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracing your interaction with the embedded content if you have an account and are logged in to that site.

**Governing Law**

 These Terms of Mee and any dispute or claim arising from or in connection with them shall be governed in accordance with the laws of the state of California.

**Termination**

 We reserve the right to terminate your rights under these Terms without notice if you fail to comply with any of these Terms.

**Indemnification**

You agree to indemnify, defend, and hold me and our partners, consultants, agents, officers, directors, employees, subcontractors, successors, service providers, and affiliates free from any liability, loss, claim, and expense, including reasonable attorney fees, related to your violation of these Terms, your mee of our Site or your infringement, of any intellectual property or other right of any person or entity.

**Amendments**

 We reserve the right to revise these Terms of Mee at any time by amending this page.

 All updates will be posted on this page and you are expected to check this page from time to time to take notice of any changes.

 If you do not agree with the changes to these Terms of Mee, you can choose to discontinue the mee of our Site.

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