

Terms of Use and Disclaimer

Last Updated: 3/4/24

Welcome. Thank you for participating in a 20-Minute Mindfulness wellness session guided by Jeanne Jakob, PhD, ABPP, owner of Inside Out Psychology, Inc. (collectively “**Dr. Jakob.**”) This Terms of Use and Disclaimer (“**Terms of Use**”) governs your access to the sessions. Please read the Terms of Use carefully before you begin the session. If you do not agree to these Terms of Use, you must not access the session. You must be at least 18 years of age to attend a session.

Risks and Benefits of Mindfulness. Mindfulness is a type of meditation that focuses on being intensely aware of what you are sensing and feeling in the moment without judgment or interpretation. In the sessions, Dr. Jakob will use breathing methods, guided imagery and other practices to help you relax your body and mind and help reduce stress. Mindfulness practice has been associated with improved psychological and physical health. Mindfulness practice can generate a range of sensations, emotions, and thoughts, most commonly a sense of inner relaxation, peace and balance.

Less commonly, however, mindfulness practice can result in short-term, heightened stress/anxiety. In addition, studies have shown a connection between meditation training and blunted emotionality and possible dissociation. It is your responsibility to consult your physician or mental health provider before embarking on any wellness program to discuss pros/cons and benefits/risks pertaining to your specific health circumstances.

General Information About 20-Minute Mindfulness: The 20-Minute-Mindfulness sessions are open to everyone 18 years or older. Sessions are offered weekly on Thursdays beginning promptly at 12:10 pm PT. Please arrive at 12:00 noon to leave time to settle in before the session begins. Each session will last for 20 minutes and conclude promptly at 12:30. The sessions will be conducted virtually over Zoom’s secure platform. It is your responsibility to ensure that appropriate technology settings and internet bandwidth capabilities are in place to support a high-quality Zoom experience. Dr. Jakob will not troubleshoot technical issues on the user's end that interfere with video/audio quality.

The cost for each session is \$20. Payment must be made in advance of the session over Dr. Jakob’s secure website located at <https://www.psychinsideout.com/webinars>. Once your payment has been confirmed, you will be issued an invitation to join the session over Zoom. All sales are final. No refunds will be issued once your payment has been received unless the session is cancelled by Dr. Jakob. If the session is cancelled by Dr. Jakob, you will be offered a refund or a credit to attend a future session.

No Treatment Relationship Created. 20-Minute Mindfulness is a wellness service. The sessions do not constitute mental health treatment of any kind. Although Dr. Jakob is a licensed psychologist, your access to the sessions and/or your receipt of information from the sessions does not create a psychotherapist-patient relationship, or any other confidential relationship, between you and Dr. Jakob or any other licensed professional who may be featured in the session. By attending a session, you understand that you will not become a patient of Dr. Jakob.

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If you wish to inquire about receiving therapy services from Dr. Jakob, please contact her directly at jeanne@psychinsideout.com. Please note that attending the sessions does not guarantee that you will be accepted as a psychotherapy patient.

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 in the session. Do not start or stop taking any medications without speaking to your own medical provider or mental health provider.

In you are experiencing a medical emergency or mental health crises, please call 911 or 988 or go to the nearest emergency room.

Confidentiality. The 20-Minute Mindfulness sessions are not interactive. During the session, you will not be able to directly interact with Dr. Jakob or with any other participants. Your name/voice/video will not be visible to the other participants and their information will not be visible to you. Only the session hosts (Dr. Jakob and a technical assistant) will be able to see participants' names/faces. If you become aware of another participant's identity, we request that you maintain the privacy/confidentiality of the other participant. Dr. Jakob cannot control the confidentiality of your location while attending the session. You are solely responsible for ensuring the confidentiality, security, and safety of your surroundings.

Use of Drugs and Alcohol. Being present in the moment is a critical component of a successful mindfulness session. In order to receive the maximum benefits from the session, you agree to refrain from using alcohol or recreational drugs prior to attending the session. In addition, in order to protect your safety, you agree not to attend the session while driving or operating heavy equipment or engaging in any other activity that requires your focus or attention. Dr. Jakob reserves the right to refuse participation in the session to any participant for any reason.

No Guarantees. There are no guarantees or warranties of any kind associated with your attendance at a 20-Minute Mindfulness session. Dr. Jakob 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 agree that there are no guarantees for expectations or achievements of specific outcomes or results from using the information you receive on or through a 20- Minute Mindfulness session.

Intellectual Property Rights. The information presented in the sessions (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. Jakob and are protected by California, United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Session for Personal Use Only – NO Redistribution. These Terms of Use permit you to attend the 20-Mindful-Minutes sessions for your personal, non-commercial use only. **Recording**

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Assumption of Risk. As with all situations, there are risks to an individual that are unforeseen and unknown and/or circumstances that can arise by attending a session that cannot be predicted that can influence or reduce your results. By attending a 20-Minute Mindfulness session, you understand that any mention or information provided regarding any suggestion or recommendation during the session is to be taken at your own risk, with no liability to Dr. Jakob.

Errors and Omissions. Every effort is made to ensure the accuracy of materials and information shared in the sessions. You agree that Dr. Jakob is not responsible for the opinions, sentiments, views, or accuracy of facts referenced on or through the sessions. Due to the constantly evolving nature of the fields of science, technology, mental health and business practices, you agree that Dr. Jakob is in no way responsible or liable for the accuracy of the mindfulness techniques and information presented at the sessions or for any errors or omissions that may occur.

Changes To Terms of Use. Dr. Jakob 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 Dr. Jakob's website located at www.psychinsideout.com/webinars. By joining a session 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 the website frequently to determine the present Terms of Use to which you are legally bound.

Governing Law. All matters relating to this Terms of Use, as well as all matters pertaining to your attendance at a session(s), 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).

Termination. Dr. Jakob in her sole discretion may restrict your access to and/or terminate your right to participate in the sessions without cause at any time and effective immediately. In addition, Dr. Jakob may terminate your right to participate in the sessions 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 from the sessions shall survive such termination and you agree to be bound by those terms. Dr. Jakob reserves the right to withdraw or amend these Terms of Use and Disclaimer, and any service or material provided in the session, in her sole discretion without notice.

Waiver And Severability. No waiver by Dr. Jakob 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. Jakob to assert a right or provision under these

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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 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. Jakob regarding your participation in the sessions and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the 20 Minute Mindfulness session.

Indemnification and Release of Claims. YOU HEREBY FULLY AND COMPLETELY HOLD HARMLESS, INDEMNIFY AND RELEASE DR. JAKOB AND INSIDE OUT PSYCHOLOGY, INC. AND ANY OF THEIR CONSULTANTS, AFFILIATES, JOINT VENTURE PARTNERS, EMPLOYEES, SHAREHOLDERS, DIRECTORS, STAFF, TEAM MEMBERS, OR ANYONE OTHERWISE AFFILIATED WITH THEM, 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 PARTICIPATION IN A 20 MINUTE MINDFULNESS SESSION AND THIS TERMS OF USE.

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Contact Information. If you have any questions about these Terms of Use, please contact Dr. Jakob at: info@psychinsideout.com.