

## **Website Terms of Use**

### **Agreement between User and www.drjenniferfan.com**

Thank you for visiting my site. These Terms of Use were created to ensure a clear and respectful experience for all visitors. The www.drjenniferfan.com website (the "Site") is comprised of various web pages operated by Insightful Praxis LLC ("Insightful Praxis"). www.drjenniferfan.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.drjenniferfan.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.drjenniferfan.com is an Informational Site.

### **Purpose of the Website**

This website is an informational platform used to describe the professional mentorship and consultation services offered by Jennifer Fan, Psy.D. It is intended to provide resources and facilitate inquiries for mental health practitioners. No professional services are delivered through this site. Accessing this website does not constitute a mentorship or consultative relationship; a formal professional relationship is only established through a separate, signed service agreement. The terms and conditions of paid engagements are governed by that individual agreement, which supersedes these Website Terms.

Dr. Jennifer Fan is a licensed psychotherapist; however, the services described on this Site are for mentorship and professional consultation only and do not constitute psychological treatment, medical advice, or a therapist-patient relationship.

### **Refund Policy**

All refund, cancellation, and rescheduling policies are governed by the specific terms outlined in the Mentee Service Agreement. Please refer to your individual contract for full details regarding financial policies.

### **Privacy**

Your use of www.drjenniferfan.com is subject to Insightful Praxis's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting www.drjenniferfan.com or sending emails to Insightful Praxis constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Children Under Thirteen**

Insightful Praxis does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.drjenniferfan.com](http://www.drjenniferfan.com) only with permission of a parent or guardian.

### **Links to Third Party Sites/Third Party Services**

[www.drjenniferfan.com](http://www.drjenniferfan.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Insightful Praxis and Insightful Praxis is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Insightful Praxis is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Insightful Praxis of the site or any association with its operators.

Certain services made available via the Site are delivered by third-party sites and organizations. By using the Site, you consent to Insightful Praxis sharing necessary data with these third parties to provide the requested functionality. Additionally, you acknowledge that certain Site functionalities are fulfilled by third-party providers (e.g., Customer Relationship Management [CRM] system, payment processors, and data storage). Insightful Praxis does not control the operations, security protocols, or service availability of these providers and is not liable for any service interruptions, data breaches, or technical failures originating from these third-party entities.

### **No Unlawful or Prohibited Use/Intellectual Property**

All content on this Site—including text, graphics, logos, and the 'Purpose of the Website' framing—is the property of Insightful Praxis LLC. You are granted a limited, revocable, and non-transferable license to access this content for personal, non-commercial informational purposes only. You agree not to modify, publish, transmit, reverse engineer, or create derivative works from any Site content. Unauthorized use of this content or the Site may result in the immediate termination of your access.

### **International Users**

The Service is controlled, operated and administered by Insightful Praxis from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Insightful Praxis Content accessed through [www.drjenniferfan.com](http://www.drjenniferfan.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Insightful Praxis, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your

violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Insightful Praxis reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Insightful Praxis in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in San Mateo County, California. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Insightful Praxis agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. INSIGHTFUL PRAXIS LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

INSIGHTFUL PRAXIS LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON

THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. INSIGHTFUL PRAXIS LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INSIGHTFUL PRAXIS LLC OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, THE TOTAL AGGREGATE LIABILITY OF INSIGHTFUL PRAXIS LLC FOR ANY CLAIMS ARISING OUT OF YOUR USE OF THE SITE OR SERVICES IS LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU TO INSIGHTFUL PRAXIS LLC. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **Termination/Access Restriction**

Insightful Praxis reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Insightful Praxis as a result of this agreement or use of the Site. Insightful Praxis's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Insightful Praxis'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 Insightful Praxis with respect to such use. If any part of this agreement is determined to be invalid or unenforceable 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 deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

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

the user and Insightful Praxis with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Insightful Praxis reserves the right, in its sole discretion, to change the Terms under which [www.drjenniferfan.com](http://www.drjenniferfan.com) is offered. The most current version of the Terms will supersede all previous versions. Insightful Praxis encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Insightful Praxis welcomes your questions or comments regarding the Terms:

Insightful Praxis LLC  
1259 El Camino Real, Unit #1170  
Menlo Park, California 94025-4208

Email Address: [connect@drjenniferfan.com](mailto:connect@drjenniferfan.com)

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Effective as of January 6, 2026