

Terms and Conditions

A. Introduction

Welcome to the Resonate Voice and Speech Services LLC (“Resonate” or the “Company”) website, which is operated on a Wix.com, Ltd. platform. The Terms and Conditions set forth below create an Agreement which governs your access to and use of this website and the video services offered through the website. By accessing, browsing, or shopping on this website, you approve that you have read, understood, and agree to be bound by all terms and conditions set forth in this agreement. Please read them carefully.

B. Services

This website offers preventive and rehabilitative voice and speech services, including but not limited to virtual and in-person sessions, video content, e-courses, modules, subscriptions, and blog articles described below. Speech therapy sessions are within the scope and practice of speech-language pathology. Jessica Schwartz, MS, CCC-SLP is licensed in Pennsylvania and North Carolina, and therefore rehabilitative sessions that provide patient-specific, medically based therapy is restricted to Pennsylvania and North Carolina residents only.

Resonate operates out of Philadelphia, PA with a physical office location in King of Prussia, PA. Therefore, **all North Carolina residents and Pennsylvania residents outside of the Philadelphia area who cannot travel to our office location are seen virtually only.** PA residents that reside in the greater Philadelphia area or are able to travel have the option to be seen in-person at Resonate @ Therapy Space, located at 150 S Warner Rd, Ste 130, King of Prussia, PA 19406. Any home-visits will be at the discretion of Resonate and are based on distance and availability. Other restrictions may apply, such as pandemic regulations, and will be determined by the Company based on personal safety and government recommendations.

Teletherapy and/or in-person speech therapy sessions are recommended for individuals seeking voice and speech therapy to address a medical diagnosis. With real-time virtual or in-person sessions you are working face-to-face with the clinician and will receive individualized, professional feedback to help you refine and appropriately apply your new skills. This ensures you are mastering the techniques that help heal and/or improve your voice or symptoms. It is strongly advised that those who have a medical diagnosis and are healing from vocal injury should receive this type of direct patient care.

Professional voice training sessions provide education, strategies, and exercises rooted in voice science and pedagogy to maintain optimal vocal function, help prevent future strain or injury, and address vocal characteristics like resonance and tone. Voice training teaches techniques and vocal health through one-on-one, virtual or in-person sessions tailored to your career and voice goals to promote vocal health and wellness and improve your quality of life personally and professionally. **These sessions are non-medical and are available to anyone world-wide.**

If you want to schedule a consultation for speech therapy or professional voice training, please call 267-414-4930 or request an appointment through the [client portal](#).

Videos, e-course content, modules, subscriptions, and blog articles posted and/or purchased (“Content” or “Products”) are designed to provide education, information, and/or training to anyone who wants to learn recommendations, information, and generalized exercises in the areas of voice, chronic cough, VCD/PVFM, swallowing, speech therapy, professional voice training, health and wellness, or other relevant subjects within the SLP scope of practice and area of clinician’s expertise. Some blog posts may be opinion articles designed to spark discussion and share ideas and beliefs of the author within a broader subject base and should not be regarded as medical advice.

Please be advised that if you are solely engaging with Resonate through posted or purchased Content, there is **no patient-provider relationship** with Resonate or Jessica Schwartz, MS, CCC-SLP, and the education provided is intended for informational use as a self-help tool and is **not** considered to be a substitute for professional medical advice, diagnosis, or treatment provided by your own medical provider(s). The information provided through our Content is by no means complete or exhaustive and therefore does not apply to all conditions, disorders, and health-related issues. The information and instruction in the posted or purchased Content is not intended to be speech therapy or medical advice, especially since we have not personally examined you and prescribed exercises specific to your individual condition. Any reference to or mention of any particular diagnoses or dysfunction is intended for informational purposes only and is not an attempt to diagnose your particular problems. By watching the videos, purchasing Products, reading articles or blog posts, or participating in any other uploaded Content, you are assuming the risk that the exercises provided may not be appropriate for you and may increase your pain or cause you to have new pain or new symptoms. It is normal to experience some soreness after doing an exercise you are not used to doing. However, if you have pain and your pain increases, moves to a different location or new or different symptoms arise after doing an exercise, you should stop the exercise and seek advice from a physician or speech therapist. While risk for injury is low if you are following instructions and recommendations provided, exercises and recommendations discussed in all Content are performed **at your own risk, and subject to all terms in this Agreement**.

C. Privacy Policy

The Company respects the privacy of its service users. Please refer to the Company’s [Privacy Policy](#) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the service, you signify your agreement to the Privacy Policy as well as these Terms of Use.

D. Website Use and Requirements

By using this website and/or purchasing products from this website, you confirm that you are at least 18 years of age and otherwise of capacity to enter into these Terms as a binding agreement.

E. Key Commercial Terms for Online Purchases

When buying an Product, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it; (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for purchasing Products (as available) are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur.

Pricing for speech therapy, business presentations and other services will be governed by a separate agreement.

F. No Guaranty or Refunds

Due to the nature of therapy, results and progress cannot be guaranteed, as written clearly within ASHA's Code of Ethics for Speech-Language Pathology: "Individuals may make a reasonable statement of prognosis, but they shall not guarantee—directly or by implication—the results of any treatment or procedure." Additionally, while my role is to support and assist you in reaching your goals, therapy and training progress requires that the patient or client put forth adequate practice and application of therapy strategies, as well as follow additional behavioral/lifestyle recommendations, for the most successful outcome.

While speech therapy often helps and is frequently part of the whole-treatment approach, this means that sometimes therapy alone may not be the complete answer to remediate or heal a person's symptoms or diagnosis. Therefore, the use of posted or purchased Content and/or speech therapy services provided without a comprehensive medical assessment and treatment from appropriate physicians and/or medical specialists in some cases may not be as successful, and is the responsibility of the purchaser to be aware of this risk. Furthermore, Resonate makes no representations, guarantees or warranties that the information or exercises provided in the available Content are appropriate for you or will result in improvement of your medical condition or function. Additional recommendations, including but not limited to the benefit of direct and individualized feedback, are explained on the services and FAQ pages on www.resonatevoiceandspeech.com and professional guidance can be provided during a free, 15-minute consultation.

It is for these reasons that speech therapy and voice training sessions, presentations, and purchased Products are not available for return or refund and are to be purchased with full knowledge and agreement of this.

G. Retention of Right to Change Offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason. This includes uploaded video and blog content.

H. Ownership of Intellectual Property, Copyrights and Logos

The service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Resonate Voice and Speech Services LLC. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

I. Right to Suspend or Cancel User Access

We may permanently or temporarily terminate or suspend your access to the online services without notice and liability for any reason, including if in our sole determination you violate any provisions of this Agreement, or any applicable law or regulations. You may discontinue use of our services at any time.

J. Indemnification

You agree to indemnify, release and hold Resonate, and its owners and employees, harmless from any and all causes of action and claims of any nature including, without limitation any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

K. Limitation of Warranty and Limitation of Liability

To the maximum extent permitted, you understand, agree and acknowledge that services provided through this website are at your own risk, "As-Is" without an express or implied warranties of any kind, including, but not limited to merchantability, fitness for a particular purpose or accuracy.

To the maximum extent permitted by applicable law, Resonate Voice and Speech Services LLC, and/or Jessica Schwartz, MS, CCC-SLP, shall not be liable for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our

secure servers and/or any and all personal information stored therein; (iv) any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

L. Right to Change and Modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms, which notice can be completed by posting an update on this website. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

M. Promotional Emails and Content

You agree to receive on occasion promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

N. Preference of Law and Dispute Resolution

This Agreement, and any and all claims and disputes related hereto, shall be governed by, construed under, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Philadelphia County. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

O. Customer Support Details & Contact Information

For questions, support, or concerns please contact Jessica Schwartz, MS, CCC-SLP with Resonate Voice and Speech Services LLC by using the Contact Us form on www.resonatevoiceandspeech.com, email address jessica@resonatevoiceandspeech.com, or phone at (267) 414-4930.