

TERMS OF USE:

These Terms of Use (the “TOU”) are effective the date You first used this Site, or visited the Site and is between Journey’s Dream (an initiative of Hattas Shay International Foundation (“HSI”, “Us” or “Our”), a tax-exempt 501(c)(3) corporation organized under the laws of the state of Illinois) and You (referred to as “You” or “User”) who is looking for information about, treatment for, or curious about treatment of mental health issues.

Our mission for HIS and this site and materials to convene, develop and share the most innovative, effective solutions for mental health recovery. The vision of HSI and this site and materials is a world where all people are empowered and equipped to live healthy, joyful lives. By accepting these Terms of Use, You agree with and support Our mission and vision and the terms below:

1. Terms and Conditions of Use: These terms cover Practitioner listings and directory (the “Directory”). By accessing the Directory, You agree to follow and be bound to these Terms. If You disagree with any of these Terms, You may not access the Provider listings and directory.

HSI can change these terms at any time HSI deems appropriate. Upon a change, HSI will post the new terms on the Site, and could also attempt to notify You in some other way. Your continued use of the Site and/or any services following any update to the Terms will confirm Your acceptance of the new Terms. **IF YOU CHOOSE NOT TO ACCEPT UPDATED TERMS, YOU MUST STOP USING THE SITE, ANY SERVICES, AND ANY MATERIALS.**

2. Practitioners Have not Been Vetted: Practitioners listed in the Directory have agreed with Our Mission (described above), have asserted they have had success with their techniques, and have made a commitment to work with One (1) client on a pro-bono basis annually.

Even though each Practitioner has made these assurances, the Practitioners have not been vetted in any other way. You should conduct Your own research to determine if any Practitioner is appropriate for You. **The Directory is not intended to provide medical advice in any manner.**

The Directory has been provided to help You with a starting point to find help that You, a family member, a friend, or someone else may find beneficial.

We do not endorsement any Practitioner, a Practitioner listing should not replace the expertise and judgement of anyone on a mental health treatment team. The Directory is intended to help You make informed decisions with current help of mental health professionals.

3. Disclaimer of Warranty: We cannot warrant or guarantee the accuracy, timeliness, or fitness of any information on the Site. We disclaim all liability and responsibility for any action or decision You may make or for any actions or inactions of Providers for any loss or injury. We are not responsible for Providers’ compliance with legal requirements in any way.

It is important for everyone involved to abide by state laws. We are not liable for any misunderstandings or legal proceedings involving Practitioners and You.

4. No Practitioner/Patient Relationship: You agree that all information on the Site may or may not be helpful for Your situation, viewing or using such information does not create a medical professional/patient relationship, and is an opinion, medical advice, or a diagnosis or treatment, but is just information to assist You in choosing a mental health professional.

5. Limited License: The information on the Site is only for personal, non-commercial, and reference purposes. All information on the Site is Our property and may not be reproduced, copied, disseminated, or used in any way without Our approval.

6. Intellectual Property: We reserve all rights in all intellectual property for everything contained on every part of the Site. While We respect the rights of all copyright holders, We do not monitor the contents of the Directory for any sort of infringement.

7. Limitation of Liability: You understand and agree that under no circumstances shall HSI, or any of HSI's employees, officers, vendors, affiliates or agents, be held liable for any type of use/misuse of, or reliance on, any information, products and services on or received through the Site. We are not liable for any kind of damage, no matter how the damage arises from the use of the Site, materials, or information on the Site. This limitation of liability applies to the fullest extent permitted by law.

8. Indemnity: You agree to indemnify HSI, its employees, officers, vendors, affiliates or agents, and hold them harmless from any and all claims and expenses, from Your use of the Site. You also agree to release HSI, its employees, officers, vendors, affiliates or agents, from any and all claims, demands, debts, obligations, damages of any kind, costs, and expenses of any kind You may have against them in any way related to such disputes.

9. Additional Terms:

A. Headings: All headings of the sections of these Terms are for convenience only and in no way limit, define, describe, modify, interpret or construe the meaning, scope or intent of these Terms.

B. Governing Law: These Terms are governed by and construed under the laws of the State of Illinois.

C. Severability: If any part of these Terms is held invalid or unenforceable, the remaining provisions shall not be impaired in any way.

D. No Waiver: The failure by any party to exercise any right described in these Terms is not a waiver of any right.

E. Complete Agreement: These Terms constitute the entire agreement between You and HSI and supersede any previous agreement. If any of these terms are held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable

law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

F. Advertisements, Searches, and Links to Other Sites: You may encounter links or references to other websites when on this Site. These links are for Your convenience only and We do not endorse these sites or the products/services they provide. You understand and agree HSI is not responsible or liable for the content or accuracy of these other websites. We try to link to trustworthy websites, but it is possible they will contain objectionable, unlawful, or inaccurate materials, and We will not be responsible or liable for the legality or decency of these other sites.

Privacy Policy

We are committed to protecting Your privacy and developing technology giving You the most powerful and safe online experience. By using the Site, You agree to the data practices described herein.

1. Collection of Your Personal Information: HSI collects personally identifiable information, that may include Your e-mail address, name, home or work address or telephone number. HSI also collects anonymous demographic information, which is not unique to You, such as Your ZIP code, age, gender, preferences, interests and favorites.

There is also information about Your computer hardware and software automatically collected by HSI. This information can include: Your IP address, browser type, domain names, access times and referring website addresses. This information is used by HSI for operating the Site, to maintain quality of the Site, and to provide general statistics regarding use of the HSI website.

We are not responsible for the privacy statements or other content on other websites.

2. Use of Your Personal Information: HSI collects and uses Your personal information to operate the Site. HSI also uses Your personally identifiable information to inform You of other products or services available from HSI and its affiliates. We may also contact You with surveys to conduct research about Your opinion of current services or of potential new services We are thinking about offering.

HSI does not sell, rent or lease its customer lists to third parties. We may contact You on behalf of business partners about a particular offering that may be of interest to You. In those cases, Your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, We may share data with partners to perform statistical analysis, send You email or postal mail, provide customer support, or arrange for deliveries. All of these third-parties are prohibited from using Your personal information except to provide these services to HSI, and they are required to maintain the confidentiality of Your information.

HSI websites will disclose Your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on HSI; (b) protect and defend the rights or property of HSI; and, (c) act under exigent circumstances to protect the personal safety of users of HSI, or the public.

3. Use of Cookies: HSI's websites use "cookies" to help You personalize Your online experience. A cookie is a text file that is placed on Your hard disk by a webpage server. Cookies cannot be used to run programs or deliver viruses to Your computer. Cookies are uniquely assigned to You and can only be read by a webserver in the domain that issued the cookie to You.

One of the primary purposes of cookies is to provide a convenience feature to save You time. The purpose of a cookie is to tell the webserver that You have returned to a specific page. For example, if You register with HSI sites, a cookie helps HSI to recall Your specific information on subsequent visits. This simplifies the process of recording Your personal information, such as billing addresses, shipping addresses, etc. When You return to the Site, the information You previously provided can be retrieved, so You can easily use the Site features You customized.

You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but You can usually modify Your browser setting to decline cookies if You prefer. If You choose to decline cookies, You may not be able to fully experience the interactive features of the Site.

4. Security of Your Personal Information: We secure Your personal information from unauthorized access, use or disclosure. We secure Your personally identifiable information You provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

5. Changes to this Statement: We will occasionally update this Privacy Policy to reflect company and customer feedback. We encourage You to periodically review this Privacy Policy to be informed of how We are protecting Your information.

6. Contact Information: We welcome Your comments regarding this Privacy Policy. If You believe We have not followed this Privacy Policy, please contact Us at info@JourneysDream.org. We will use commercially reasonable efforts to promptly determine and remedy the problem.

Disclaimer for Users

1. Your Use of Site Content: All information on the Site is owned by HSI or its licensors and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties. You agree the Site and Materials and all technology and software used with the Site contain HSI's proprietary information. You have permission to use the Site and Materials for personal, non-commercial purposes only and We do not transfer any intellectual property rights to You in any way. You can print, download, and store information from the Site for Your own convenience, but You may not copy, distribute, republish, sell, or exploit any of the contents of the Site, or exploit the Site in whole or in part, for any commercial gain or purpose whatsoever. HSI nor other third-party involved with the content of the Site grant You any rights, and all rights in the Site are reserved by HSI in full.

2. Practitioner relationship with HSI: Practitioner's do not have any agency relationship with HIS or the Site in any manner. If a Practitioner is not eligible to work with clients with mental health issues, Practitioner shall indemnify HSI and its agents, officers, directors, employees, and related third-parties for any claim of liability made by a Site user. While HSI will try to keep the Practitioner list current, it is the Practitioner's responsibility to remain vigilant in marketing themselves properly and remain in compliance with all applicable laws and regulations, and a User's responsibility to vet and determine on their own if a Practitioner is appropriate for their specific situation and treatment plan.

3. Advertising and Communications: Each Practitioner must insure all information or advertisements they post or place on the Site and any communications they may have with prospective patients fully comply with all applicable laws and/or rules of professional conduct.

4. Limitation of liability: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HSI OR ANY OF ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY TYPE OF DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SITE; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY RELATING TO THE SERVICES OR SITE; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF LEGAL INFORMATION.

TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY, AND OUR AFFILIATES, SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM ARISING OUT OF OR RELATING IN ANY MANNER TO THE USE OF THE SITE, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SITE IN THE 12 MONTH PERIOD BEFORE THE FILING OF YOUR CLAIM.

YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE CANCELLATION OF YOUR ACCOUNT. IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SITE, REGARDLESS OF THE FORM OF ACTION, EXCEED THE GREATER OF: (a) THE TOTAL FEES, IF ANY, YOU PAID TO CREATE OR MAINTAIN AN ACCOUNT WITH THE SITE; OR (b) \$100.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

5. Indemnity: You agree to indemnify and hold Us harmless (including Our subsidiaries or affiliates under Our control, and Our directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including

legal fees and expenses) arising out of or related to any claim that Your use of the Site and placement of any information of any kind infringes or violates the copyright, trade secret or other proprietary right of any third-party. You will defend and settle at Your sole expense all suits or proceedings arising from these situations. In all events, We shall have the right to participate in the defense of any such suit or proceeding through counsel of Our own choosing.

6. Attorney Fees: If any legal action is necessary to enforce these Terms, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

7. Arbitration: Any dispute, claim or controversy arising out of/relating to these Terms, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Chicago, Illinois before Three (3) arbitrator(s). The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

NO CLASS ACTIONS: You may only bring individual claims. Under no circumstances are You allowed to bring a claim as a plaintiff or a class member in a class. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceedings where someone acts in a representative capacity are not allowed. Any combining of individual proceedings must have the consent of all parties.