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, OWR 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.**