# 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.