



TERMS AND CONDITIONS

1. Acceptance of the Terms of Use

The following terms and conditions (the “**Terms of Use**”) govern your access to and use of www.aspenletherapy.com, including any content, functionality and services offered on or through the Website, as well as your access to and use of any other websites or devices, technologies, online platforms and other electronic communication methods, including videoconferencing or teleconferencing, whether owned and/or licensed and/or operated by us or by third parties through which counseling, therapy, professional advice, consulting or any other information or services (the “**Services**”) are provided (including the Website, collectively the “**Platform**”).

By accessing or using the Platform, or by clicking a button or box indicating that you have read and agree to the Terms of Use, you accept and agree to be bound and abide by the Terms of Use, and our Privacy Policy found at www.aspenletherapy.com, incorporated herein by reference (collectively, the “**Agreement**”). Please read all of the Terms of Use and the Privacy Policy carefully before you access or use the Platform.

IF YOU DO NOT AGREE TO THE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE PLATFORM AND MUST REFRAIN FROM SIGNING UP FOR THE PLATFORM.

When the terms “**we**”, “**us**”, “**our**” or similar are used in the Terms of Use or Privacy Policy, they refer to any company that owns and/or licenses and/or operates the Platform (the “**Company**”), its affiliated companies and the shareholders, directors, members, managers, officers, employees, consultants, contractors, subcontractors, agents, advisors, assignees and successors of the aforementioned companies also including Aspen Counseling Services LLC, and dba AspenTeletherapy.com.

2. Accessing the Platform and Account Security

To access the Platform or the Services or information or resources the Platform offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on or through the Platform is accurate, true, current and complete, and that you maintain and update this information so it will continue to be accurate, true current and complete at all times.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures (“**Account Access**”), you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Account Access is personal to you and agree not to provide any other person with access to the Platform or portions of it using your user name, password or other security information. We advise you to change your password frequently and to take extra care in safeguarding your password.



You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You agree, confirm and acknowledge that we will not be liable for any loss or damage that incurred as a result of someone else using your Account Access, either with or without your consent and/or knowledge.

You agree and acknowledge that you are solely and fully liable and responsible for all activities that are made by using your Account Access. You further acknowledge and agree that we will hold you liable and responsible for any damage or loss incurred as a result of the use of your Account Access by any person whether authorized by you or not, and you agree to indemnify us for any such damage or loss.

You agree not to use the account or Account Access of any other person for any reason. You agree and confirm that your use of the Platform, including the Services, are made directly by you and that you are not using neither the Platform nor the Services for or behalf of any other person or entity.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion if, in our opinion, you have violated any provision of the Terms of Use.

3. Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local or international law, statute, ordinance, rule regulation or ethical code.
- To post, transmit, or procure the sending or delivery of, any unsolicited advertising or promotional material, including any “junk mail” or “spam” or any other similar solicitation; any unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; any content that infringes a third party right or intellectual property.
- To impersonate or attempt to impersonate us, a Client, a Provider, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform or Services, or which, as determined by us, may harm us or users of the Platform or Services or expose them or us to liability.



Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform or Services, including their ability to engage in real time activities through the Platform.
- Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Platform.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

4. Use of the Platform as a Client

YOUR ACCESS AND USE OF THE PLATFORM AS A CLIENT, CONSUMER OR RECIPIENT OF THE SERVICES (COLLECTIVELY, "**CLIENT**") MEANS THAT, IN ADDITION TO ALL OTHER TERMS AND CONDITIONS IN THE TERMS OF USE, YOU FULLY ACCEPT AND AGREE TO THE FOLLOWING:

A. The Provider and Services

The Platform enables you to communicate with a Provider, consultant, counselor, practitioner, professional, therapist, expert, coach, advisor or any other person (collectively "**Provider**") for the purpose of getting the Services. The Providers are neither our employees nor agents nor representatives. We assume no responsibility for any act, omission or doing of any Provider.

We make no representation or warranty whatsoever as to the willingness or ability of a Provider to provide Services, or as to whether you will find the Services relevant, useful, correct, relevant,



satisfactory or suitable to your needs.

We do not control the quality of the Services and we do not determine, directly or indirectly, whether any Provider is qualified to provide any specific service as well as whether a Provider is categorized correctly or matched correctly to you.

While we may try to do so from time to time, in our sole discretion, you acknowledge that we do not represent to verify, and do not guarantee the verification of, the skills, degrees, qualifications, licensure, certification, credentials, competence, expertise, effectiveness or background of any Provider. It is your sole responsibility to conduct independent verification regarding any Provider that provides you with Services (whether through the Platform or not) and we strongly recommend that you will conduct this verification prior to communicating with any Provider through the Platform and on a continuous basis as you use the Platform. Any reliance on such verification or other information is done at your sole risk and liability.

Your relationship to the Services is strictly with the Provider. We are not involved in any way with the actual substance of that relationship or any part of the Service (whether provided through the Platform or not), and we do not validate or get involved in any of the Services.

You agree and acknowledge that although the Provider may provide the Services through the Platform, we cannot assess whether the use of the Provider, the Services or the Platform is right and suitable for your needs.

As operators of the Platform, our role is strictly limited to facilitating the communication between you and the Provider and to enable the provision of the Services. It is your sole responsibility to consider and decide whether these services are appropriate for you or not.

You agree, confirm and acknowledge that you are aware of the fact that the Services are not a complete substitute for an in-person, face-to-face examination and/or session by a licensed qualified professional. You should never rely on or make health or well-being decisions primarily based on information provided as part of the Services.

We strongly recommend that you consider seeking advice by having an in-person appointment with a licensed and qualified professional. Never disregard, avoid, or delay in obtaining medical advice from your doctor or other qualified healthcare Provider through an in-person, face-to-face appointment because of information or advice you received through the Platform.

B. Fees and Payments

In the event you make a payment through the Platform, or make any payment to us, this payment is made to the Provider for the Services. We may charge the Provider by taking a portion of this payment for the use and operation of the Platform. However, we will not be deemed as the Provider of any Services regardless of payment. Furthermore, the payment for the use of the Platform is made by



the Provider and not by you.

You agree that all payment related information that you provided and will provide in the future, to or through the Platform, is accurate, current and correct and will continue to be accurate, current and correct. You agree to use only payment means (credit cards or others) that you are duly and fully authorized to use.

You agree that all current and future interactions (whether online or offline) between you and a Provider will be made, managed and billed through the Platform. If, for any reason, an interaction between you and the Provider is not made through the Platform, you agree that it will be billed through the Platform and that the standard Platform fees will be charged and delivered to us even if the Platform hasn't been used for this interaction.

You agree and commit to immediately notify us, including all the relevant details, in any case that you receive a service from a Provider not through the Platform or in any case that you are billed by a Provider not through the Platform.

You agree to pay all fees and charges associated with your account on a timely basis and according to the fees schedule, the terms and the rates as published in the Platform. Such fees and charges (including any taxes and late fees, as applicable) may be charged on your credit card. By providing us with your credit card information you authorize us to bill and charge you through that credit card. You agree to maintain valid credit card information in your account information.

C. Further Disclaimers and Warnings to Clients

THE PLATFORM DOES NOT INCLUDE THE PROVISION OF MEDICAL CARE, MENTAL HEALTH SERVICES, OR OTHER PROFESSIONAL SERVICES BY US.

THE PLATFORM IS NOT INTENDED FOR DIAGNOSIS, INCLUDING INFORMATION REGARDING WHICH DRUGS OR TREATMENT THAT MAY BE APPROPRIATE FOR YOU, AND YOU SHOULD DISREGARD ANY SUCH ADVICE IF DELIVERED THROUGH THE PLATFORM.

IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING TO TAKE ACTIONS THAT MAY CAUSE HARM TO YOU OR TO OTHERS OR IF YOU FEEL THAT OR ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL THE EMERGENCY SERVICE NUMBER (911 IN THE US) AND NOTIFY THE RELEVANT AUTHORITIES. YOU ACKNOWLEDGE, CONFIRM AND AGREE THAT THE PLATFORM IS NOT DESIGNED FOR USE IN ANY OF THE AFOREMENTIONED CASES AND THAT YOU MUST NOT USE THE PLATFORM IN ANY OF THE AFOREMENTIONED CASES.

WE DO NOT REVIEW, RECOMMEND, ENDORSE, EVALUATE OR PROVIDE ANY GUARANTEE, REPRESENTATION OR WARRANTY, AND SPECIFICALLY DISCLAIM ALL REPRESENTATION AND WARRANTIES, WITH RESPECT TO (A) ANY Provider; (B) ANY INFORMATION ABOUT ANY Provider



INCLUDING WITHOUT LIMITATION ANY QUALIFICATIONS, EXPERTISE, CLAIMS OR BACKGROUND OF ANY Provider; (C) THE SERVICES (WHETHER THROUGH THE PLATFORM OR NOT) INCLUDING WITHOUT LIMITATION ANY OPINION, RESPONSE, ADVICE, RECOMMENDATION, INFORMATION OR ANY OTHER CONTENT WRITTEN OR SAID BY A Provider; (D) THE CONTENT AND THE SUBSTANCE WHICH ARE PART OF THE SERVICES; (E) ANY OTHER CONTENT OR INFORMATION POSTED ON THE PLATFORM OR THROUGH THE PLATFORM; (F) THE VALIDITY, ACCURACY, AVAILABILITY, COMPLETENESS, SAFETY, LEGALITY, SECURITY, PRIVACY, QUALITY OR APPLICABILITY OF THE PLATFORM AND THE SERVICES.

ANY CONSULTATION WITH A Provider OR A Provider VIA THE PLATFORM CANNOT AND DOES NOT REPLACE AN IN-PERSON, FACE-TO-FACE MEETING WITH A PROFESSIONAL.

D. Release and Hold Harmless

YOU HEREBY RELEASE US AND AGREE TO HOLD US HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM THE SERVICES OR THE PLATFORM, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION, CONTENT, AND/OR SERVICE OF ANY MENTAL HEALTH PROFESSIONAL OR ANY OTHER PROVIDER IN A FIELD REQUIRING LICENSURE AND/OR CERTIFICATION, WHO MAY BE ACCESSED THROUGH THE PLATFORM.

5. Intellectual Property Rights

The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and the Company reserves all rights not expressly granted.

The Company name, the Company logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Platform are the trademarks of their respective owners.

Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

6. Linking to the Platform

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written



consent. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice at our discretion.

7. Third Party Content

The Platform may contain other content, products or services offered or provided by third parties (“**Third Party Content**”), links to Third Party Content (including but not limited to links to other websites) or advertisements which are related to Third Party Content. You confirm and acknowledge that we have no responsibility over any such Third Party Content, including (but not limited to) any related products, practices, terms or policies, and that we will not be liable for any damage or loss caused by any Third Party Content.

8. Disclaimers and Warnings

YOUR ACCESS TO AND USE OF THE PLATFORM AND ANY SERVICES, WHETHER AS A GUEST/UN-REGISTERED USER, CLIENT OR Provider, IS ENTIRELY AT YOUR OWN RISK. THE PLATFORM, THE SERVICES, AND ANYTHING ELSE PROVIDED OR OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SECURITY, FITNESS FOR PARTICULAR PURPOSE OR ACCURACY.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. We will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, devices, computer programs, data or other proprietary material due to your use of the Platform or any Services or items obtained through the Platform or to your downloading of any content posted on it, or on any website, application, or resource linked to it.

WE MAKE NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT ANY CONTENT OR INFORMATION OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT



AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. Limitation of Liability

IN NO EVENT WILL WE BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH (A) YOUR ACCESS OR USE OF THE PLATFORM, (B) YOUR INABILITY TO ACCESS OR USE THE PLATFORM, (C) YOUR RECEIPT OR PROVISION OF SERVICES, (D) YOUR INABILITY TO RECEIVE OR PROVIDE SERVICES, (E) ANY WEBSITES OR APPLICATIONS LINKED TO OR FROM THE PLATFORM, (F) ANY CONTENT OR INFORMATION ON THE PLATFORM OR PROVIDED THROUGH THE PLATFORM, (G) ANY HARM OR INJURY ARISING FROM OR RELATE TO THE PLATFORM OR SERVICES OR ANY CLIENT OR ANY Provider, IN ALL CASES INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, OR OTHER ECONOMIC ADVANTAGE, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

YOU FURTHER AGREE, CONFIRM AND ACKNOWLEDGE THAT OUR AGGREGATE LIABILITY FOR DAMAGES ARISING WITH RESPECT TO THIS AGREEMENT AND ANY AND ALL USE OF THE PLATFORM OR SERVICES WILL NOT EXCEED THE TOTAL AMOUNT OF MONEY PAID BY YOU THROUGH THE PLATFORM (IN THE CASE OF A CLIENT) OR RECEIVED BY YOU THROUGH THE PLATFORM (IN THE CASE OF A Provider) IN THE THREE (3) MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. Indemnification

You agree to defend us, indemnify us, and hold us harmless from and against any and all claims, causes of action, demands, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees and expenses) arising out of or relating to: (a) your access to and use of the Platform, (b) your provision of or receipt of the Services, (c) any actions made with your Account Access whether by you or someone else whether with or without your knowledge or permission, (d) your violation of any of the provisions of the Terms of Use, (e) your violation of any third party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right, (f) your breach of any representation, warranty, covenant or agreement to be performed under the Terms of Use; (g) in the case of a Client, non-payment for any of the Services provided through the Platform; (h) in the case of a Provider, any materials that the Provider has posted to or through the Platform and/or any content provided by the Provider to Clients.



11. Entire Agreement

YOU HEREBY REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO A BINDING CONTRACT. THE AGREEMENT IS VALID AND BINDING AND CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND US. YOU CONFIRM THAT YOU HAVE NOT RELIED UPON ANY PROMISES OR REPRESENTATIONS BY US EXCEPT AS SET FORTH IN THE AGREEMENT.

We may freely transfer or assign the Agreement or any of our obligations hereunder.

The paragraph headings in the Agreement are solely for the sake of convenience and will not be applied in the interpretation of the Agreement.

For the avoidance of doubt, all clauses regarding limitations of liabilities and indemnification shall survive the termination or expiration of this Agreement.

12. Waiver and Severability

No waiver by us of any term or condition set forth in the Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of ours to assert a right or provision under the Agreement shall not constitute a waiver of such right or provision.

If any provision of the Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

13. Governing Law and Jurisdiction

All matters relating to the Platform and the Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, the Platform or the Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Utah, in each case located in Salt Lake City, Utah, although we retain the right to bring any suit, action or proceeding against you for breach of the Agreement in your state or country of residence or any other relevant state or country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

14. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All



changes are effective immediately when we post them or otherwise communicate such changes to you. Your continued use of the Platform or Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you. The last update date of the Terms of Use is posted at the bottom of the Agreement.

15. Notices

We may provide notices or other communications to you regarding this agreement or any aspect of the Platform, by email to the email address that we have on record, by regular mail or by posting it online. The date of receipt shall be deemed the date on which such notice is given. Notices sent to us must be delivered by email to help@aspenteletherapy.com.

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