

# Terms of Service

*Last Updated: December 2015*

The terms and conditions contained in these Terms of Service ("TOS" or "Terms") are effective immediately for those users who use the Site after the TOS has gone live, and also for those users who may have pre-existing accounts and continue to use the Site after this TOS has gone live.

By accessing or using any of the websites, emails, mobile applications and other tools (collectively, the "Site") of Comprehensive Counseling Solutions, Inc. ("CCS"), you are agreeing to the Terms which constitutes a legally binding contract that governs your access to and use of the Site. Do not access or use the Site if you are unwilling or unable to be bound by this TOS.

## 1. Definitions

### a. Parties

- "you" and "your" refer to you, as a user of the Site.
- A "user" is someone who accesses, browses, crawls, scrapes, or in any way uses the Site.
- "We", "us", and "our" refer to CCS.

### b. Content

- "Content" means text, information, and all other forms of data or communication contained within and/or transmitted via the Site.
- "Privacy Policy" refers to CCS's Privacy Policy which can be accessed by clicking [here](#).
- "Site Content" means all of the Content that is made available on or in connection with the Site, including CCS Content and Third Party Content, but excluding Your Content.
- "Third Party Content" means Content that originates from parties other than CCS or its users, which is made available on or in connection with the Site.
- "CCS Content" means Content that we create and make available on or in connection with the Site.
- "Your Content" or "User Content" means Content that you submit or transmit to, through, or in connection with the Site, including without limitation, information you transmit to CCS via the chat feature on the Site.

## 2. Changes to the Terms of Service

We may modify this TOS from time to time. You understand and agree that your access to or use of the Site is governed by the TOS effective at the time of your access to or use of the Site. If we make material changes to these Terms, we will notify you by posting a notice on the Site prior to the effective date of the changes. We will also indicate at the top of this page the date that revisions were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. Unless we shall indicate otherwise, any such modification will be effective immediately upon our posting of such new Terms. **You understand and agree that your continued access to or use of the Site after the effective date of modifications to the Terms indicates your acceptance of the modifications.**

## 3. Using the Site

### . No Medical Advice

The CCS Content contained within and/or communicated through the Site is for informational purposes only. The CCS Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any

questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site

If you think you may have a medical emergency, call your doctor or 911 immediately. CCS does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned or referenced on the Site. Reliance on any information provided by CCS, CCS personnel or others is solely at your own risk.

**a. Eligibility**

To access or use the Site, you must be 18 years or older. You may not access or use the Site if we have previously banned you from the Site.

**b. Permission to Use the Site**

We grant you permission to use the Site subject to the restrictions in these Terms. Your use of the Site is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

**c. Site Availability**

The Site may be modified, updated, interrupted, suspended or discontinued at any time by us without prior notice or liability.

**d. Transmissions**

When using the Site, information will be transmitted over a medium that may be beyond the control and jurisdiction of CCS and its suppliers. Accordingly, CCS assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site.

**4. Content**

**. Responsibility for Your Content**

You alone are legally responsible for Your Content. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by CCS.

You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation. For your own protection, you should exercise caution and avoid contributing any content that may result in criminal or civil liability under any applicable laws.

You should be aware that if Your Content contains any health-related information about you or anyone else (protected health information – “PHI” or otherwise), you do so at your own risk. If you post health

information about another individual, you represent that you have the legal authority to do so. In addition, the inclusion of health-related information within Your Content may constitute a violation federal or state laws that are intended to protect the privacy of health information. Except to the extent of our commitments in the CCS Privacy Policy, we are not liable for Your Content. In addition, we cannot be expected to keep your health information confidential if you disclose it to others.

#### **a. Content We Host**

You may find some material on the Site to be objectionable or erroneous. Because we provide a wide array of Content that is produced or gathered by fellow users, you may encounter material that you find offensive, erroneous, misleading, mislabeled, or otherwise objectionable. We therefore ask that you use common sense and proper judgment when using the Site and our services.

Although we host a great deal of information that pertains to professional topics, including medical, legal, or financial issues, this Content is presented for general informational purposes only. It should not be taken as professional advice. Moreover, we cannot and do not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Site. Please seek independent professional counseling from someone who is licensed or qualified in the applicable area in lieu of acting on any information, opinion, or advice contained on the Site.

#### **b. Our Right to Use Your Content**

Notwithstanding anything herein to the contrary, we may reformat Your Content to adhere to HIPPA/PHI regulation and standards. We also reserve the right to remove Your Content if we believe it violates our content guidelines. We have no obligation to retain or provide you with copies of Your Content. By "use" we mean use, copy, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.

#### **c. Ownership**

As between you and CCS, you own Your Content, and we own the CCS Content, including but not limited to visual interfaces, interactive features, graphics, designs, computer code, products, software, aggregate user review ratings, and all other elements and components of the Site excluding your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with the Site and the CCS Content, which are protected by such IP Rights. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the CCS Content in whole or in part except as expressly authorized by us. Except as expressly provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the CCS Content are retained by us.

### **5. Restrictions**

We are under no obligation to enforce the Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

- You agree not to, and will not assist, encourage, or enable others to use the Site to:**

1. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
  2. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
  3. Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes.
  4. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third party website;
  5. Solicit personal information from minors, or submit or transmit pornography; or
  6. Violate any applicable international, federal, state or local laws.
- a. You also agree not to, and will not assist, encourage, or enable others to:**
0. Violate the Terms;
    1. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorized by CCS in writing;
    2. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
    3. Reverse engineer any portion of the Site;
    4. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
    5. Record, process, or mine information about other users;
    6. Access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database of business reviews;
    7. Reformat or frame any portion of the Site;
    8. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on any aspect of CCS's technology infrastructure or otherwise make excessive traffic demands of the Site
    9. Attempt to gain unauthorized access to the Site, computer systems or networks connected to the Site through hacking, password mining or any other means;
    10. Use the Site or any CCS Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
    11. Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
    12. Use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; or
    13. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

## **6. Copyright Infringement**

In fairness to our users, as well as to other creators and copyright holders, our policy is to respond to notices of alleged infringement that comply with the formalities of the Digital Millennium Copyright Act (DMCA). Pursuant to the DMCA, we will terminate, in appropriate circumstances, Users of our Site who are repeat infringers of the DMCA by posting Content that infringes the copyright of others. However, we also recognize that not every takedown notice is valid or in good faith. In such cases, we strongly encourage users to file counter-notifications when they appropriately believe a DMCA takedown demand is invalid or improper. If you are the owner of Content that is being improperly used

on our Site without your permission, you may request that the Content be removed under the DMCA. To make such a request, please email us at [admin@ccs-lsu.com](mailto:admin@ccs-lsu.com).

## **7. Suggestions and Improvements**

By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against CCS and its employees, consultants, representatives and users any claims and assertions of any moral rights contained in such Feedback.

## **8. Third Parties**

The Site may include links to other websites, applications or services (each, a "Third Party Site"). We do not control or endorse any Third Party Site. You agree that we are not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk. Some of the services made available through the Site may be subject to additional third party or open source licensing terms and disclosures.

## **9. Indemnity**

You agree to indemnify, defend, and hold CCS, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "CCS Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of the Site, and (ii) your violation of these Terms. CCS reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of CCS. CCS will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **10. Disclaimers and Limitations of Liability**

**PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF CCS AND THE CCS ENTITIES. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.**

THE SITE IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE RECOVERY REVIEWS ENTITIES MAY NOT MONITOR, CONTROL, OR VET USER CONTENT. AS SUCH, YOUR USE OF

THE SITE IS AT YOUR OWN DISCRETION AND RISK. THE RECOVERY REVIEWS ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, THE RECOVERY REVIEWS ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SITE'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS (INCLUDING THEIR CONTENT, ORDER, AND DISPLAY), OR METRICS FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SITE.

NO CCS ENTITY MAKES ANY CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE TREATMENT FACILITIES, BUSINESSES AND OTHER SERVICE PROVIDERS THAT MAY BE LISTED ON THE SITE FROM TIME TO TIME OR THE SITE'S OTHER USERS. ACCORDINGLY, THE CCS ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES FEATURED ON THE SITE. YOUR TREATMENT, COMMERCIAL OR OTHER RELATIONSHIP THAT IS OFFERED BY THIRD PARTIES THROUGH THE SITE IS AT YOUR OWN DISCRETION AND RISK.

YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SITE.

THE CCS ENTITIES' COLLECTIVE MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SITE OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO RECOVERY REVIEWS IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100

THE CCS ENTITIES EXPRESSLY DISCLAIM LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.

## **11. Choice of Law and Venue**

The laws of the State of Georgia will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and CCS (a "Claim"), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF NEW JERSEY.

## **12. Termination**

- . You may terminate these Terms by discontinuing your use of the Site in any manner or capacity.
- a. We reserve the right to suspend and/or terminate your ability to use the Site and/or any portions thereon if we believe you have terminated any of the provisions set forth in these Terms and/or in the Privacy Policy.

## **13. General Terms**

- . We reserve the right to modify, update, or discontinue the Site at our sole discretion, at any time, for any or no reason, and without notice or liability.

- a. Nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- b. These Terms do not create an employment, agency, partnership, or joint venture relationship between you and us.
- c. These Terms, together with the Privacy Policy, constitutes the entire agreement between you and us regarding the use of the Site, and supersedes any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
- d. Any failure on the part of CCS to exercise or enforce any right or provision of these Terms do not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- e. If any provision in these Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the TOS shall otherwise remain in full force and effect and enforceable.
- f. These Terms, and any rights or obligations hereunder, are not assignable, transferable or sub-licensable by you without CCS's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you in violation of these Terms shall be ab initio null and void.
- g. The section titles in these Terms are for convenience only and have no legal or contractual effect.

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