



TERMS OF SERVICE

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If you are experiencing a life-threatening situation, don't use this site. Call 911 or go to your nearest emergency room. If you are experiencing thoughts of suicide, you can get immediate support by calling the National Suicide Prevention Hotline at 1.800.273.TALK (8255) or (<https://suicidepreventionlifeline.org>). This site is not intended to be used for urgent or emergency situations.

Please carefully read these Terms of Service ("Terms"). These Terms govern the use of our online interfaces, such as our website and app, which are owned and controlled by Empowering Minds Together Inc., operating as Empowering Minds together Inc., and apply to your access and use of the services made available via the Empowering Minds Together website www.empoweringmindstogether.com ("Site"), including but not limited to empowering minds together Video Telehealth and Messaging (all hereinafter collectively, "Service") and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Site or App (collectively referred to as "Content").

By accessing or using the Service or Content, you agree to comply with and to be bound by all of the terms and conditions described in these Terms. If you do not agree to all of these terms and conditions, you are not authorized to access or use the Service or Content. The terms "you", "your," and "yourself" refer to the individual user of the Service.

If you are using the Service for the purpose of accessing therapy services, you hereby certify that you are (i) over the age of eighteen (18) or have the legal ability to consent to therapy or have your parent/guardian consent to therapy on your behalf, and (ii) physically located or are a resident of the state you select as your current residency when creating your user account.

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1. Acceptable Use

You agree not to access or use the Service in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes these Terms. You may not





upload viruses or malicious code. You shall not use the Service in any manner that could damage, disable or impair the Service. You shall not attempt to gain unauthorized access to any user account(s) or associated computer systems or networks, through hacking, password mining, or any other means. You shall not use any robot, scraper or other means to access the Service for any purpose. The Service may change from time to time and/or Empowering Minds Together, Inc. may stop (permanently or temporarily) providing the Service (or features within the Service), possibly without prior notice to you.

2. Intellectual Property

By using the Service, you hereby acknowledge that Empowering Minds Together, Inc. and/or its licensors own all intellectual property rights associated with the Content and Service and all such rights are reserved. You are hereby granted a limited license only, subject to these Terms, for purposes of viewing the Content. You may not reproduce or distribute any portion of the Content and/or Service without Empowering Minds Together's explicit permission.

3. No Medical Advice

Empowering Minds Together provides licensed and Intern therapists with advertising, marketing, administrative, and management services. Providers are compensated by Empowering Minds Together staff for providing therapy services to you. While Empowering Minds Together facilitates your selection of, communications with, and other interactions with your professional mental health care provider, Empowering Minds Together does not provide medical advice or services. Empowering Minds Together does not interfere with your provider's treatment or their independent professional judgment. By using the Service(s), you agree that the Content is not intended to be medical advice and no patient-provider relationship is established between you and Empowering Minds Together. When using the Service, you should never disregard, avoid, or delay obtaining medical advice from your primary doctor.

4. Electronic Communications

By creating a user account with Empowering Minds Together, you are agreeing to sending and receiving electronic communications, including but not limited to email, SMS Text, client portal communications, and voicemail communications to and from Empowering Minds Together relating to your care and treatment. Our electronic communications, including Empowering Minds Together Video Telehealth and





Messaging, are secure and HIPAA compliant. However, transmitting sensitive information electronically has the inherent risk of a third party's unauthorized access. By using the Service, you acknowledge that you are aware of and accept this risk.

5. Telehealth

Telehealth allows you to stay connected with your therapist, even when your life throws you a curveball. However, Empowering Minds Together Telehealth Video and Messaging are not intended for and should not be used for urgent or emergency situations. By using Empowering Minds Together Video Telehealth and Messaging, you agree to have accurate contact information documented in your user account. This information is crucial to your provider should a mental health crisis or other emergencies develop. You acknowledge that your ability to access and use the Service is conditioned upon the truthfulness of the information you provide regarding your age, residence, and contact information and that the therapists you access are relying upon this certification in order to interact with you and provide the Service. Before Empowering Minds Together Telehealth Video or Messaging, you should work with your provider to establish a plan in case you experience technical difficulties and you get disconnected during a session.

6. Payment for Service

We will never charge you for anything other than therapy and mental health services or related fees. Mental health services should be affordable and accessible. We will work with you to cover as much of the cost as possible by using your benefits. Depending on your specific health plan or sponsored program, you may owe a copay or coinsurance, just like going to the doctor's office. Insurance carriers will not pay for late cancellations or missed appointments. If you cannot attend your scheduled appointment with your therapist, you must cancel your appointment directly with them at least 24 hours in advance. If you cancel within 24 hours before your appointment, you may be subject to a cancellation fee of \$120.00. Regarding late arrival, we understand that sometimes unexpected incidents may occur causing you to be late for your appointment. We typically have patients scheduled right after you, therefore we may not be able to provide you a full session in that instance. The session fee would remain the same. Acceptable methods of payment are cash, check, or credit card. Checks should be made payable to Empowering Minds Together, Inc. By creating a user account and providing us with a credit card number, you authorize Empowering Minds Together to charge the credit card on file. Such charges may include co-pays and co-insurance, appointment cancellation, and no-show fees. You represent that you are authorized to





incur charges on the credit card on file with us. If you are not the cardholder, you are representing that you have obtained authorization from the cardholder to use the credit card. THE CARDHOLDER NAMED ON THE CREDIT CARD ON FILE WITH US IS ULTIMATELY RESPONSIBLE FOR THE PAYMENT OF ANY OUTSTANDING BALANCE ON YOUR ACCOUNT.

7. Disclaimers

The Content is provided “as is,” with all faults, and Empowering Minds Together makes no express or implied representations or warranties, of any kind related to this site or the materials contained on it. Additionally, nothing contained on this site shall be construed as providing medical advice to you. EMPOWERING MINDS TOGETHER INC. TAKES NO RESPONSIBILITY FOR, AND DISCLAIMS ANY AND ALL LIABILITY ARISING FROM, ANY INACCURACIES OR DEFECTS IN SOFTWARE, COMMUNICATION LINES, VIRTUAL PRIVATE NETWORK, THE INTERNET OR YOUR INTERNET SERVICE PROVIDER (ISP), ACCESS SYSTEM, COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE THAT YOU USE TO ACCESS THE CONTENT AND/OR SERVICE.

8. Limitations of Liability

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In consideration for Empowering Minds Together permitting you to use the Service(s), you expressly release and hold harmless Empowering Minds Together Inc., its officers, directors, employees, agents, and affiliates from any and all claims, liabilities, demands, causes of action, costs, expenses, and damages of every kind and nature, in law or equity, or otherwise, arising out of or in any way related to your use of the Service(s), whether arising from negligence or any other acts or omissions by Empowering Minds Together Inc.

In addition, you will indemnify and hold harmless Empowering Minds Together Inc., its officers, directors, agents, affiliates, and employees, against all actual and direct losses, liabilities, damages, claims, costs, or expenses (including reasonable attorney's fees) they may suffer as the result of third party claims, demands, actions, investigations, settlements or judgments against them arising from or in connection with any breach of these Terms, or from any breaches of confidentiality or negligence or wrongful acts or omissions, by you or your dependents, or agents.

9. Termination

Empowering Minds Together Inc. may suspend or terminate your access to the Content and/or Service(s) at any time, for any reason, or for no reason at all. Empowering Minds Together Inc. has the right (but not the obligation) to refuse to provide access to the Service(s) to any person, agency, or organization at any time, for any reason or for no reason at all, in our sole discretion. Empowering Minds Together Inc. reserves the right to change, suspend, or discontinue all or part of the Service(s), temporarily or permanently, without prior notice. This Section 9, as well as Sections 2, 7, and 8, shall survive any termination or expiration of these Terms.

10. General

These Terms are governed by the laws of the State of California, without regard to any conflict of laws rules or principles. You agree to submit to the venue and jurisdiction of the California courts in the cases that arbitration is not successful or is assigned or appealed to a civil court. Empowering Minds Together's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. Notices required to be given to you by Empowering Minds Together Inc. may be delivered by electronic mail to the address provided during the creation of your user account. These Terms constitute the entire agreement between Empowering Minds Together Inc. and yourself regarding the





Service(s) and supersede and replace any prior agreements you and Empowering Minds Together Inc. might have regarding the Service(s). Empowering Minds Together Inc. may revise these Terms from time to time without notice to you. By continuing to access or use our Service(s) after those revisions become effective, you agree to be bound by the revised terms. We encourage you to read the Terms periodically.

