



END USER AGREEMENT AND TERMS OF USE

The following agreement sets forth the end user (“EU”) agreement and terms of use (the “Agreement”) and governs the use of the online services provided by thera-LINK, LLC (the “Services”) by all individuals or corporate entities (“Users”) as offered by thera-LINK, LLC.

1. USER AGREEMENT

This Agreement should be carefully and thoroughly reviewed before registering to become a User of this Service or using the Service. By choosing to register and using the Service, you agree to be contractually bound by this Agreement by accepting this Agreement, or by any use of the Service. By registering and continuing to use the Services thereafter, you represent and warrant that you: (i) are authorized by the subscriber to use this Service and (ii) agree to be bound by all of the terms and conditions of this Agreement.

If you do not agree to this Agreement do not create an account, and do not access or use the Services. You agree that your use of the Service will be subject to the most current version of this Agreement at the time of such use, and that this Agreement may be amended from time to time, which agreement must be accepted by the User in order to continue using the Services.

2. AUTHORIZED USERS

Use of the Services is limited to individuals who are at least eighteen (18) years of age. By registering and becoming a User, you represent and aver that you are at least eighteen (18) years of age. Minors, age 14 and older, may only use the Services under the direct supervision of a parent or legal guardian who is a User. No part of the Service is designed for, or directed to children. To register for the Service you must be at least eighteen (18) years of age. thera-LINK, LLC does not knowingly collect personally identifiable information from any minor, and thus is not subject to the Children’s Online Privacy Protection Act.

3. USER OBLIGATIONS [YOUR OBLIGATIONS]

3.1 You represent and warrant that your use of the Service will not violate any applicable federal, state or local laws or regulations, or otherwise cause a breach of any agreements with any third parties.

3.2 In the event of any breach of any of User’s warranties, representations or any aspect of this Agreement, in addition to any other remedies available at law or in equity, thera-LINK, LLC retains the right, in its sole discretion, to suspend immediately any related Services if deemed necessary by thera-LINK, LLC to prevent any harm to thera-LINK, LLC, its Users or its business. thera-LINK, LLC may provide notice and an opportunity to cure, if practicable, depending on the nature of the breach. If curable, then once cured, thera-LINK, LLC will promptly restore the Service.

3.3 You agree that you will only use the Service only for lawful purposes and in accordance with this Agreement. You acknowledge that thera-LINK, LLC exercises no control whatsoever over the primary content of the information subject to its Service and that it is your responsibility to ensure that the information it transmits and receives complies with all applicable laws and regulations.

3.4 We require each Authorized User to maintain a user ID and password to access and use the Service. You are solely responsible for maintaining the strict confidentiality of the userIDs and passwords assigned to you, (2) not allowing another person to use your userID to access the Services, (3) any charges, damages, or losses that may be incurred or suffered as a result of your

failure to maintain the strict confidentiality of your userID, and (4) promptly informing us in writing of any need to deactivate a userID due to security concerns. We are not liable for any harm related to the theft of your userID, disclosure of userID, or authorization to allow another person or entity to access and use the Service using your userID. You agree to notify thera-LINK, LLC immediately of any unauthorized user of the userID.

4. LICENSE

Subject to this Agreement, thera-LINK, LLC grants you a limited, non-exclusive, non-transferable license to display and view communications, text, audio video, graphics sounds and other material (“Content”) through the Services. You may not use the Service for anything other than its stated lawful purpose. Examples of prohibited uses include, without limitation:

- Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents
- Attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means
- Transfer, re-sell, rent or lease the Services without written consent from thera-LINK, LLC copy, reproduce, republish, upload, post, transmit, sell, publish, broadcast, create derivative works from, perform or distribute Content in any way, except as expressly permitted herein
- Create a false identity for the purpose of misleading others as to the identity of the user
- Permit or authorize others to use, the Services in connection with the design, development, production, stockpiling or use of any chemical or biological weapons

5. TERM OF SERVICE

Each User’s subscription runs indefinitely until the User cancels or a monthly recurring payment transaction fails. Failure to fund/renew Services will result in immediate Account deactivation.

6. TERMINATION OF SERVICE

The User may terminate the Service at any time. When Service is terminated, the Service will be deactivated immediately. The User is solely responsible for terminating the Service prior to incurring charges that may be subject to service charges or auto-renewal charges. **Note:** Partial month refunds will NOT be given for the remaining portion of the billing month after a cancellation or when a User fails to cancel Service prior to charge/auto-renewal. thera-LINK, LLC reserves the right to terminate for breach of this Agreement without prior notice.

7. LINKS AND THIRD PARTY SERVICES

Appropriate third party Web sites or other such resources may be linked to or embedded in the Service (“Affiliate Sites”) as a convenience to User. These Affiliate Sites may have their own separate terms of use and privacy policies. thera-LINK, LLC:

- does not monitor, endorse or guarantee, and assumes no responsibility for, Affiliate Sites or any transactions or information you may undertake or receive from Affiliate SitesEU

- has no control over Affiliate Sites or the content, transactions or services within them
- has no liability for Affiliate Sites' failure to perform or any errors in or omissions regarding any information within Affiliate Sites
- disclaims any and all liability for, or in connection with, any transaction or activity related to Affiliate Sites

8. CONFIDENTIAL INFORMATION

The Service may enable User to transmit, store, record and receive confidential information of patients and may allow you to transmit store and receive the confidential information of other third parties (collectively, "Confidential Information"). State and Federal laws, as well as ethical and licensure requirements may impose obligations with respect to patient confidentiality and other obligations that may limit the right of physicians, health care providers, and persons acting on their behalf, to make use of the Services or to transmit certain information to third parties. You represent and warrant that you will, at all times during the term of this Agreement and thereafter, comply with all laws directly or indirectly applicable that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Confidential Information. You are, at all times during the term of this Agreement and thereafter, solely responsible for obtaining and maintaining all patient consents and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Confidential Information transmitted, stored, or received in connection with the Services. You agree that thera-LINK, LLC, its licensors, and all other persons or entities involved in the operation of Services, have the right to monitor, retrieve, store and use Confidential Information in connection with the operation of the Services, and are acting on behalf of you and the applicable Subscriber in transmitting Confidential Information. You agree to use commercially reasonable and HIPAA-compliant efforts to maintain the confidentiality of such information and prevent the disclosure of such information on your behalf and as may be required or permitted by law.

thera-LINK, LLC is not liable for any of the acts or omissions by you in using the Services in ways that are not in compliance with any such requirements or any use or misuse of confidential information transmitted, monitored, stored, or received using the Services. You agree that data formats, access methods and related information and materials used in implementing or providing Service ("Interface Data") may contain the confidential and trade secret information of thera-LINK, LLC. You agree to (1) maintain the confidentiality of the Interface Data, (2) use the Interface Data solely for the purposes of using the Services, and (3) prevent the disclosure or use of the Interface Data to or by any third party except with the prior written consent of thera-LINK, LLC.

9. FORCE MAJEURE

User agrees that thera-LINK, LLC is not responsible for and will hold thera-LINK, LLC harmless for delays and/or defaults in its performance due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing; acts of God, terrorism, wars, hostilities, revolutions, riots, civil commotion, national emergency, fire or explosion, flood, force of nature, embargoes, accidents, or stability or availability of the Internet, the elements; strike; lockouts; disputes with workmen or their labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or request of any governmental

authority; or any other cause beyond thera-LINK, LLC's reasonable control, whether or not similar to the foregoing.

10. DISCLAIMER OF WARRANTIES

thera-LINK, LLC will take commercially reasonable steps to ensure the Service is available without interruption, and has taken appropriate measures to prevent unnecessary interruptions. However, difficulties with hardware, software, equipment and services supplied by others may result in service interruptions. In no event will thera-LINK, LLC be liable to any party for any loss, cost or damage that results from any period of down time.

The website and the Service are provided to you on an "As Is, with all Faults" basis, and your use thereof is at your own risk. thera-LINK, LLC makes no warranties of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, or warranties arising by course of dealing or custom of trade. thera-LINK, LLC also makes no representations or warranties that access to and use of the website or the Services (1) will be uninterrupted or error-free, (2) is free of viruses, unauthorized code, or other harmful components, or (3) is completely secure. You are responsible for taking all precautions you believe necessary or advisable to protect yourself against any claim, damage, loss or hazard that may arise by virtue of your use of the website and the Services.

11. LIMITATION OF LIABILITY

thera-LINK, LLC its officers, directors, employees, shareholders, agents, and content providers will not be responsible for any direct or indirect, consequential, special, or punitive damages or losses you may incur in connection with the Service, your use thereof, or any of the information, data or other material transmitted through or residing on the Service, or any errors, defects, interruptions, deletions or losses resulting there from, regardless of the type of claim or the nature of the cause of actions. To the maximum extent permitted by law, you hereby release and forever waive any and all claims you may have against thera-LINK, LLC from losses or damages you sustain in connection with your use of the Service.

12. USER INFORMATION AND PRIVACY

thera-LINK, LLC does not have access to any credit card holder's account information. thera-LINK, LLC, its agents, representatives and employees will not disclose any personal information to third parties other than thera-LINK, LLC's agents and contractors for the purpose of assisting thera-LINK, LLC in completing the transaction or as otherwise required by law or the applicable Business Associate Agreement.

13. INDEMNIFICATION

User acknowledges that thera-LINK, LLC does not endorse, or act in a representative capacity and is not responsible or liable for or on behalf of you, any Affiliate Site, other Service User, or other third party. To the maximum extent allowed by applicable law, you agree to defend, indemnify and hold harmless thera-LINK, LLC, its affiliates and licensors, from and against all suits, proceedings, losses, liabilities, and expenses, including without limitation, attorneys' fees, whether in tort, contract or otherwise which arise out of or relate to your breach of any term, acknowledgement, representation or warranty in this Agreement or any activity by you in relation to the Service.

14. HARDWARE, SOFTWARE AND INTERNET ACCESS

In order to utilize the Service, User will be required to use one or more compatible devices with video/camera capability, Internet access, microphone and appropriate software at User's own expense and obligation. In addition, for the Service to function properly, User may be required to update or upgrade hardware, software and internet protocol/speed from time to time. User's actual experience in utilizing the Service involves hardware, software, and internet access, and may be affected by the performance of these systems. High speed internet access is highly recommended for reasonable performance. User acknowledges and agrees that such system requirements, which may be changed from time to time, are User's sole responsibility.

15. ARBITRATION

All disputes arising out of this agreement or related to Services are subject to arbitration with the American Arbitration Association in Dallas, Texas.

16. RELATIONSHIP BETWEEN USERS: THERAPISTS AND PATIENTS

16.1 A User may be either an appropriately licensed therapist (Therapist/Customer) or, by invitation of the therapist, a therapist's client (Patient/Client). The Therapist/Customer and Patient/Client are required to have an existing Therapist-Patient relationship under applicable law before utilizing the Services.

16.2 The Therapist/Customer will comply with all laws pertaining to obtaining informed consent before utilizing the Services.

16.3 The Therapist/Customer agrees that therapy provided through thera-LINK Services shall be provided in private and in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and any other laws applicable in the Therapist/Customer's state.

16.4 The Therapist/Customer shall maintain all applicable licenses and/or certifications required for providing therapy in his/her state or jurisdiction. thera-LINK will not be held liable for any fraud or misrepresentation committed on the part of the Therapist/Customer.

16.5 Therapists/Customers are not considered employees of thera-LINK and are responsible for maintaining all professional licenses, paying all fees required to maintain such licenses, and complying with all continuing education and other requirements for maintaining a practice.

16.6 Therapists/Customers may be subject to periodic audits in order for thera-LINK to confirm licensure and monitoring the integrity of the Services.

16.7 Therapists/Customers are responsible for collecting all fees, payment owed by Patient/Client.

16.8 Patient/Client shall not rely on any content contained on the thera-LINK website as medical advice.

17. MODIFICATIONS

thera-LINK, LLC reserves the right to modify these terms and conditions at any time and will notify you of any such changes by email. Nothing on thera-LINK, LLC's website or other material regarding the services is intended to supersede or modify these terms and conditions in any manner.