

The Right Counselor (“TRC”) displays information and ratings (or endorsements) on a variety of Mental Health providers (collectively, “Counselors”) to allow you, the user, the opportunity to read about the explore counseling options in your geographic area.

TRC displays information and endorsements on a variety of counselors based upon the self-report of the counselor and the endorsement of counselors who report they know them. There are two levels of membership on TRC – a free basic profile and a paid profile that allow the counselor more options to customize their profile.

PROVIDERS

TRC does not endorse and is not responsible or liable for any Content, counselor Content, Promotions, data, advertising, products, goods or services available or unavailable from, or through, any counselors. You agree that should You use or rely on such Content, Counselor Content, Promotions, data, advertisement, products, goods or services, available or unavailable from, or through any counselors, TRC is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with any counselors and any other terms, conditions, representations or warranties associated with such dealings, are between You and that counselor exclusively and do not involve TRC. You should make whatever investigation or other resources that You deem necessary or appropriate before hiring or engaging that counselor.

You agree that TRC is not responsible for the accessibility or unavailability of any counselor, or for Your interactions and dealings with them, waive the right to bring or assert any claim against TRC relating to any interactions or dealings with any counselor, and release TRC from any and all liability for or relating to any interactions or dealings with any counselor. In addition, You understand that TRC may exclude counselors from displaying in search results on the TRC website for failing to meet particular TRC standards regarding counselor conduct and performance.

Should counselors be excluded or removed for any reason, TRC does not waive any of its disclaimer or limitations of liability, or including without limitation.

The contents of the TRC website, such as text, graphics, images, information, and any other material contained on the TRC website (“Website Content”) are for informational purposes only. The Website 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 TRC website.

If You think You may have a medical emergency, call Your doctor or 911 immediately. TRC does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the website. TRC is not a health or wellness provider and cannot recommend or refer You to any health or wellness provider. Reliance on any information provided by TRC, TRC's employees, others appearing on the Website at the invitation of TRC, or other visitors to the Website is solely at Your own risk.

The Website may contain health-related materials that are sexually explicit. If You find these materials offensive, You may not want to use our Website.

ENDORSEMENTS

Further, we explicitly disclaim any responsibility for the accuracy, content or availability of information found on a site that links to or from the Site (a "third-party site"). We may offer links to, or incorporate into the Site, third-party sites that offer various products and/or services. We cannot ensure that users will be satisfied with any products or services that are purchased from such a third-party site, since such sites are owned and operated by others. We do not endorse any of such products or services, nor have we taken any steps to confirm the accuracy or reliability of any of the information contained in any third party sites. We do not make any representations or warranties as to the security of any information (including credit card and other personal information) users might be requested to give a third-party site. We strongly encourage users to make their own investigation of third-party sites before proceeding with any transaction with such third parties.

We do not endorse, and nothing on the Site shall be deemed to be an endorsement, representation or warranty of, any third party (including our directory members, users and bloggers), whether in relation to such third party's products, services, websites, experience or background or otherwise. We do not make any representations or warranties with regard to any materials posted by our users, directory members or bloggers. The information in our directories is provided exclusively by participating professionals. When you see the "Verified By" seal, it means we have made good faith, reasonable efforts to verify the following and have found no contrary information: A) The name and contact details provided by the professional. B) That the professional's license, if applicable, is valid within the state in which he or she practices.

C) That the professional is not subject to any license strictures preventing practice. We

verify the information at the time a professional is initially listed in our directory and then upon expiration of the professional's credentials.

REGISTRATION INFORMATION

As a condition of Your use of the Service, You agree to: (a) provide TRC with true, accurate, current and complete information as prompted by the TRC registration forms, when registering for or using the Service; and (b) update and maintain the truthfulness, accuracy and completeness of such information.

MINIMUM AGE

You must be 18 years of age or older to use or register for Services.

USE VOID WHERE PROHIBITED

Membership in the Service is void where prohibited.

Membership Fee

TRC will charge You a membership fee in order to provide the Service. Your membership fee is the amount You were charged for each term of Your Subscription or Plan, not including any promotions or discounts that may have been. For this or other reasons, the Membership Fee might be different than the amount paid by another new or existing member who purchased the same services in the same market. You may check Your account online or, if Your Plan includes live member care support, call an TRC representative if You have any questions.

You acknowledge that TRC reserves the right, at any time, to modify its Membership Fees and billing methods. Membership Fees may be paid in advance by credit card, debit card, or PayPal.

Automatic Renewal

If You have paid membership Plan TRC will automatically renew Your Plan using the credit card, debit card or other payment information on file with TRC. Such renewal payment will take place on or about Your Renewal Date or monthly as your plan outlines. Your Plan will continue, and Your payment method will be charged, the Membership Fee until You cancel the Plan.

Membership Fee Refund Policy

1. *Automatic Renewal Refund*—Regardless of when You joined TRC, if your Plan automatically renews and You cancel Your Plan within thirty (30) days after your Renewal Date, You may request a full refund of the Membership Fee.
2. Under no circumstances shall refunds exceed the amount you paid for your Membership Fee during the prior membership term.
3. In accordance with the termination section below, if TRC terminates Your account for any reason and You are not in breach of this Agreement, TRC will refund Your Membership Fee on a pro rata basis from the date of such termination to the end of the then current term.
4. Members are not entitled to refunds of their Membership Fee under any other circumstances.

ACCOUNT SECURITY

You are solely responsible for maintaining and protecting the confidentiality of Your user ID and password, and are fully responsible for all activities that occur under Your user ID and password.

SUBMISSIONS OF ENDORSEMENTS

In order for You to submit endorsements, You acknowledge and agree that:

1. all of Your reviews and ratings will either be based upon Your actual first-hand experiences with the counselor.
2. all of Your reviews and ratings of the counselor that You are rating will be accurate, truthful and complete in all respects;
3. You are not in any way related (by blood, adoption, marriage, or domestic partnership, if the Counselor is an individual) to any of the counselors for which You submit reviews or ratings;
4. Your name and review information will be made available to the counselors on which You review; and
5. TRC may redact, delete, or reject Your reviews if they do not conform with TRC's publication criteria, which may change from time to time at TRC's sole discretion.

CONTENT LICENSE AND PROMOTION PLACEMENT

Although TRC does not claim ownership of any of the reviews, ratings, communications, information, data, text or other materials You give us (collectively, the "Content"), by providing Content for the Website, You automatically grant, and You represent and warrant that You have the right to grant, to TRC an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such

Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing TRC with Content, You automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on our Website by any other party.

You understand that TRC may display, disseminate, or place Promotions near, with, or adjacent to Your Content in any form or media (whether now known or subsequently created). The manner, mode, and extent of such Promotions are subject to change at TRC's discretion and without notice to You.

YOUR CONDUCT

In connection with Your use of the Service, You represent and warrant that You:

1. are above the age of eighteen (18);
2. will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws;
3. will not submit any reviews that may be considered by TRC to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
4. will submit thorough and thoughtful reviews of the counselors You review
5. will not submit reviews that comment on other users or the reviews of other users;
6. will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with TRCt, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
7. will not submit reviews that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots, or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Website;
8. will not access, download or copy any information contained on our Website through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);
9. will not post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
10. will not take any action that would undermine the review and rating process under the Service;

11. will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;
12. will not use the Service in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
13. will not use the Service in any way that could interfere with the rights of TRC or the rights of other users of the Service;
14. have sufficient rights in and to all Content that You provide, transmit or otherwise convey to TRC in connection with the Service;
15. agree not to re-sell or assign Your rights or obligations under this Agreement;
16. will not reproduce, duplicate, copy, sell, re-sell or exploit any Content;
17. will not access any Content for any commercial, educational or other purposes not related to Your personal purchasing decisions, the express written consent of TRC, which consent may be withheld by TRC in our discretion;
18. grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the Content and to prepare derivative works of, or to incorporate such Content into other works, and to grant and to authorize sublicenses of the foregoing;
19. agree not to create an account or use TRC services if Your account previously has been terminated by TRC or if You previously have been banned from using the services; and
20. agree not to: (i) register for more than one account or register for an account on behalf of an individual other than Yourself; (ii) impersonate any person or entity, including, but not limited to, TRC personnel, or falsely state or otherwise misrepresent Your affiliation with a person or entity; or (iii) advocate, encourage or assist any third party in doing any of the foregoing activities in this subsection.

The reviews and ratings that You provide do not reflect the views of TRC, its officers, managers, owners, employees, agents, designees or other users. In addition, TRC retains the right, in its sole discretion, to determine whether or not Your use of the Service is consistent with the terms and conditions of this Agreement. TRC may suspend, restrict or terminate Your use of the Service and to refuse any future use of all or portions of the Service if Your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, TRC may seek any and all other remedies available to it, including: (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

DISCLOSURE OF INFORMATION

As TRC continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of Your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

MODIFICATION OF TERMS AND CONDITIONS

TRC will have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website. Your continued use of the Service after such modifications will be deemed to be Your conclusive acceptance of all modifications to this Agreement. If You are dissatisfied as a result of such modification(s), Your only recourse is to immediately discontinue use of the Service.

TRC reserves the right at any time to limit access to, modify, change or discontinue the Service with or without notice to You and we shall not be liable to You for any such modification, suspension or discontinuance of the Service. You agree that TRC will not be liable to You or to any third party for any such limitation, modification, change, suspension or discontinuance of the Service. You agree that TRC may establish general practices, policies and limits, which may or may not be published, concerning the use of the Service. You agree that TRC has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

COPYRIGHT MATERIALS

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WARRANTY DISCLAIMER

We make no representations or warranties whatsoever regarding the Site and any materials on the Site. Notwithstanding anything to the contrary in these terms of service or elsewhere, the site is provided on an "as is" basis. To the fullest extent permitted by law, we hereby disclaim all warranties, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose, any implied warranty of non-

infringement and any implied warranty of merchantability. We make no warranty about the accuracy, reliability, completeness or timeliness of the site. We make no warranty that the site's service will be uninterrupted, the site's functions shall be error-free or, that the site or the servers that make it available are free of viruses or other harmful components.

LIMITATION OF LIABILITY

You expressly understand and agree that TRC will not be liable for any direct, indirect, incidental, special, punitive, compensatory, consequential or exemplary damages (even if TRC has been advised of the possibility of such damages) (collectively, "damages"), resulting from: (a) The use or inability to use the service; (b) The cost of any goods and/or services purchased or obtained as a result of the use of the service; (c) Disclosure of, unauthorized access to or alteration of your information or content; (d) Content you submit, receive, access, transmit or otherwise convey through the service; (e) Statements or conduct of any counselors or other third party through the service; (f) Any other matter relating to the service; (g) Any breach of this agreement by TRC or the failure of TRC to provide the service under this agreement or (h) Any other dealings or interactions you have with any counselors (or any of their representatives or agents). These limitations shall apply to the fullest extent permitted by law. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless TRC, its officers, managers, owners, employees, agents, designees, users, successors, assigns, counselors and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by You; (b) the inaccurate or untruthful Content or other information provided by You to TRC or that You submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any rights of another or harm You may have caused to another. TRC will have sole control of the defense of any such damage or claim.

BY USING THE SITE YOU ACCEPT THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.