

Terms and Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS BEFORE ACCESSING OUR WEBSITE

This page states the "Terms of Use" under which you may use this website, which is an interactive on-line service operated by Acorn Behavioral Health Services, LLC. ("us"), consisting of information services and content provided by us and other third parties (the "Site"). These Terms of Use include the Site Privacy Policy and form a binding agreement between you and Acorn Behavioral Health Services. Your access to or use of the Site indicates your acceptance of these Terms of Use.

1) Acceptable Use. This Site is intended to provide users with general information. We do not recommend or endorse any tests, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by us, our employees, others appearing on Site at our invitation or other visitors to the Site is solely at your own risk. Your use of the Site is a privilege.

2) Rules of Conduct. We are the sole interpreter of the Site rules of conduct described in these Terms of Use. Users who violate these rules may have their access and use of the Site suspended or terminated at our discretion. We may at any time take any action with regard to user materials that we deem in our sole discretion to be necessary or appropriate.

a) Posting Rules.

i) Materials you post to the Site may not contain: (1) URLs or links to web sites that compete with the Site; (2) copyrighted material (unless you own the copyright or have the owner's permission to post the copyrighted material); (3) trade secrets (unless you own them or have the owner's permission to post them); (4) material that infringes on or misappropriates any other intellectual property rights, or violates the privacy or publicity rights of others; (5) anything that is sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive, or hateful; or (6) anything that is embarrassing or offensive to another person, group or entity.

ii) You may not use your Materials to: (1) impersonate another person, living or dead; (2) post false, inaccurate or misleading information; (3) imply specific endorsement by us; (4) except as provided in your directories of you own services, post advertisements or solicitations of business (including, but not limited to, franchises, "club memberships," distributorships, or anything requiring a monetary investment, including a request for payment to obtain job listings); (5) post chain letters or pyramid schemes; or (6) post opinions or notices, commercial or otherwise.

iii) Materials that encourage our users to "email for more details" are not permitted. Materials from any third party charging a fee are not permitted.

iv) We are under no obligation to monitor the materials posted on the Site by users, but we may monitor materials at random. Any materials we find in our discretion to violate these Terms of Use may be removed. If we are notified by a user that any user materials on the Site violate these rules, we may investigate and determine in good faith whether we agree with such allegation, in which case we may remove or request the removal of user materials. We are not required to make any such investigation or to remove any user materials, and we will not be liable to any user for taking or not taking such actions.

b) Conduct Rules:

i) You may not respond to postings by other users in any manner or for any purpose other than that which is expected. Responses soliciting business are prohibited.

ii) You may not send (or encourage or help others to send) unsolicited commercial email to our users.

iii) Report inappropriate postings or conduct to team@acornbhs.com

iv) You may not delete or revise any material posted by any other person or entity.

v) Any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying the Site is prohibited.

vi) We are under no obligation to monitor the conduct of our users, but we may investigate and respond when violations are reported.

c) Security Rules:

i) Users are prohibited from violating or attempting to violate the security of the Site, including, without limitation: (1) accessing data not intended for such user or logging into a server or account which the user is not authorized to access; (2) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (3) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing"; (4) sending unsolicited e-mail, including promotions and/or advertising of products or services; (5) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

ii) Violation of these Security Rules may result in civil or criminal liability. We will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

d) Registration Rules.

i) To post certain material to the Site, such as blogposts and professional profiles in the directory, you will be required to register. We will request information from you, including your name and email, for your registration. You must provide us with true and accurate registration information. We will not share your registration information with third parties, except as necessary to provide you with services you request or with your permission as provided in the Site Privacy Policy.

ii) We will assign a user name and password to you. You may not share your account, user name or password with anyone else, and you will be responsible for the actions of anyone who obtains your user name and/or password and uses them to access the Site. You must notify us immediately of any unauthorized use of your user name and password.

iii) If at any time during the term of this agreement we come to the understanding that you: (1) misled us as to your business practices and/or

services, or (2) purchased services that do not describe your precise business, we reserve the right to terminate your account. We may terminate your account and/or your access to the Site at any time if we deem in our sole discretion such to be necessary or appropriate.

3) Rights Reserved.

a) We hereby grant you a limited, terminable, non-exclusive right to access and use the Site only for your personal use. This authorizes you to view and download a single copy of the material on the Site solely for your personal, noncommercial use. You must include the following notice in any downloaded materials: "Acorn Behavioral Health Services. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of Acorn Behavioral Health Services."

b) Except as expressly stated in these Terms of Use, we reserve all rights to all materials on the Site, including, without limitation, written content, graphical and design elements (including the Site's "look and feel"), and service marks and trademarks. By submitting material to any area of the Site, you automatically grant, or warrant that the owner of such material has expressly granted, to us the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You may not sell, transfer or assign any products or services or your rights to any products or services provided by us to any third party without our express written authorization. You may not copy, modify, alter, or excerpt (or encourage or help others to copy, modify, alter, or excerpt) the Site materials. You may not use (or encourage or help others to use) the Site for any purpose or in any manner that is prohibited by these Terms of Use or by applicable law. You acknowledge and agree that these Terms of Use in no way convey any right, title or interest to you in any materials on the Site, including, without limitation, any statutory or common law copyright, patent or other intellectual property right in such materials.

Notwithstanding the forgoing, you may request permission to license the publication of certain Acorn Behavioral Health Services content via our Contact Form.

4. HIPAA limits disclosures of protected health information (PHI) to third parties with the exception of police, courts, and or other professional personal included in your care.

How Does Acornbhs Use Your Information?

- As users navigate through the website, their movements may be tracked and analyzed. We use the personal information we obtain:
- To provide information about our programs and services.
- To respond to support requests.
- To personalize your experience with the website.
- To provide access to and maintain the security and integrity of the website and our services, which include personal information associated with logs generated from our service Applications.
- To perform analytics (including market and consumer research and trend analysis).
- To operate, evaluate, develop, manage, and improve our business (including operating, administering, analyzing, and improving our programs and services; developing new programs and services; managing and evaluating the effectiveness of our communications; and other internal functions).
- To manage professional relationships with our community partners.
- To comply with legal and regulatory requirements applicable to our business and internal policies.
- To protect all parties in the event of disputes.
- To comply with court orders and legal processes, and to enforce this Privacy Policy.
- For any other legal, business, or marketing purposes that comply with the practices described in this Privacy Policy.

How Does Acornbhs Share Your Information?

We value your right to privacy and confidentiality and comply with HIPAA limits disclosures of protected health information (PHI) to third parties. We only share your information with third parties for the purpose of the third-party providing services for us and with third parties that contractually agree to maintain the confidentiality of the information and only use the information to provide services to us. We also may share your information for compliance or law enforcement & court proceeding purposes, and otherwise as required or allowed by law.

How Does Acornbhs Secure Your Data?

This website takes every precaution to protect your information. When you submit sensitive information via the website, your information is protected both online and off-line.

All of your information, not just the sensitive information mentioned above, is maintained in a restricted environment. Only employees or contractors who need information to perform a specific duty are granted access to personally identifiable information. If you have any questions about the security of our website, you can send us an email team@acornbhs.com – or contact us by telephone or postal mail at the contact information listed below. Phone: 833.226.7624 or 1067 N Main St, PMB 284, Nicholasville, KY 40356.

5. International transfers of personal information.

The personal information we collect is stored and processed in the United States within Acornbhs LLC. We do not share personal PHI to any international third parties or sources.

6. Limits of Liability.

A) NEITHER WE, NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WILL BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (“NON-DIRECT DAMAGES”), OF ANY CHARACTER, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B) THE LIABILITY OF US AND ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS TO YOU OR TO ANY OTHER PERSON FOR DIRECT DAMAGES SHALL BE LIMITED TO THE GREATER OF US\$100 OR THE FEES PAID BY YOU FOR OUR SERVICES DURING THE 12 MONTHS PRECEDING THE EVENTS THAT GIVE RISE TO YOUR FIRST CLAIM AGAINST US FOR DAMAGES.

C) BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NON-DIRECT DAMAGES, THE LIMITATIONS IN PARAGRAPH (A) ABOVE MAY NOT APPLY TO YOU, BUT IN SUCH CASE, THE LIMITATIONS IN PARAGRAPH (B) SHALL APPLY TO BOTH DIRECT AND NON-DIRECT DAMAGES.

7) Notices. You shall send notices to us by mail or by email to our contact information listed below and addressed to the attention of LEGAL. Notices to you will be sent by mail or by email to the addresses you provide when registering. Notices shall be deemed given on the day actually received by recipient, if received as provided in this paragraph before 5pm on a business day in the recipient's location. Notices received after 5pm or on a non-business day shall be deemed received on the next business day.

8) Amendment. We may change these Terms of Use, including the Site Privacy Policy, at any time. We will post notification of changes on the Site and e-mail them to registered users. Your continued use of the Site after the posting on the Site of any changes (whether or not you have also received notice by email) indicates your acceptance of such changes.

9) General. We and you are independent contractors of each other. Neither party shall be deemed in default for failure to comply with any provision hereof, if such failure results from acts or events beyond its reasonable control, other than payment of money. If any provision of these Terms of Use is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision. All provisions of these Terms of Use, except provisions that grant you access to or use of the Site, shall survive the termination of the agreement between us and you. These Terms of Use shall be binding upon the parties, their legal representatives, successors and permitted assigns, but may not be assigned by you. Except as may be expressly stated in any other written agreement signed by you and us, these Terms of Use, including the Site Privacy Policy (as amended from time to time by us as provided in these Terms of Use) contain the entire understanding between you and us and supersede any prior agreement between you and us, whether written or oral.