

# Terms and Conditions of Service of Behavioral Health Resource Network, Inc. (“the Agreement”)

The Agreement was last updated on November 23, 2018.

## INTRODUCTION

1. Thank you for browsing our website and/or placing an order with BHRN a site operated by Behavioral Health Resource Network, Inc. (“the Company”) with its registered address at 7960B Soquel Dr. 265 Aptos, California 95003 and its website at [www.bhrnetwork.com](http://www.bhrnetwork.com) and [www.bhrnapp.com](http://www.bhrnapp.com) (“Website”).
2. By browsing the contents on the Website and/or placing an order, clicking to accept this Agreement or using and/or accessing any of the Company or related services (as the case may be), you agree to all the terms and conditions of the Agreement.
3. If you are using or ordering the Company’s service(s) or related service(s) on behalf of a Company or other entity, then “Customer” or “You” means that entity, and you are binding that entity to the Agreement. You represent and warrant that you have the legal power and authority to enter into the Agreement and that, if the Customer is an entity, the Agreement is entered into by an employee or agent with all necessary authority to bind that entity to the Agreement.

## GENERAL

4. The terms and conditions of the Agreement (together with any other terms and conditions agreed in writing between the Company and the Client from time to time) constitute the entire agreement between the parties and supersede any previous agreement(s) or understanding(s) and may not be varied except with notice from the Company.
5. No failure or delay by the Company in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

## DEFINITION AND INTERPRETATION

6. The following words used herein have the following definitions and meanings:-
  - 6.1. ‘Authorized Users’ refers to the Client’s employees, agents, contractor, third parties, staffs or any entity that is duly authorized to act on behalf of the Client.
  - 6.2. ‘Client’ refers to you as the receiver of the Services and will also include *inter alia*, to your employees, agents, contractor, third parties, staffs or any entity

that is duly authorized to act on behalf of you.

- 6.3. **'Parties'** collectively refers to *'the Company'* and its employees, agents, contractor, third parties, staffs or any entity that is duly authorized to act on behalf of the Company for the carrying out of the Services as the Service Provider and *'You'* as the Client and its authorized agents, contractors, employees or any entity duly authorized for and on behalf of you.
- 6.4. **'Services'** refers to the Company's various businesses as hereinafter displayed on the Website (as the case may be) (subject to change).
- 6.5. **'Service Provider'** refers to the Company and/or its employees, agent, contractor, third parties, staff or any entity that is duly authorized to act on behalf of the Company for the carrying out of the Services.
- 6.6. **'We, Us or Our'** refers to the Company and its employees, agents, contractor, third parties, staffs or any entity that is duly authorized to act on behalf of the Company for the carrying out of the Services.
- 6.7. **'You or Your'** refers to the Client.

## **THE SERVICES**

### **7. General terms of Service**

- 7.1. The Company shall provide the Services to the Client subject to the terms and conditions contained herein or any other reference to documents referred to by the Company to the Client or such other terms and conditions as may be agreed in writing between the Company and the Client.
- 7.2. The Company shall provide to the Client the Services as specified on the Company's website.
- 7.3. If in any event, the Company is unable to provide the Services, it will inform the Client as soon as reasonably possible.
- 7.4. Services may be limited or restricted based on subscription level.

### **8. Productivity Tools – Work Suite**

- 8.1. The Company's services contain, *inter alia*, project management and team communication tools including, chats, and scheduling.
- 8.2. At all material times, during the term of the service, such communication tools shall not be used during an emergency. The communication tools as per the Services shall not be used in whatever circumstances to communicate information in relation to personal health.

- 8.3. The use of such communication tools may be restricted based on user subscription level.
- 8.4. **You are hereby specifically advised that the communication tools are not compliant pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”). If you are interested in access to a fully HIPPA compliant version of this tool you may contact us at [info@bhrnetwork.com](mailto:info@bhrnetwork.com).**

## **9. Training and Educational Videos**

- 9.1. All videos displayed on the Website, whether for training, educational or otherwise are only for information and in no event whatsoever shall the same be construed or interpreted as a substitute for medical and/or professional advice.
- 9.2. **Should you have any symptoms, please consult your primary medical care practitioner.**

## **10. Audit Tools**

- 10.1. Any audit tools provided by the Company’s services are only to assist the users for compliance with the relevant state rules and regulations.
- 10.2. By using such tools, the Company does not guarantee that the same will pass inspection.
- 10.3. Such tools should be used in connection with the respective user’s relevant skills and experience.
- 10.4. Access to such tools may be restricted based on user subscription level.

## **11. Directory**

- 11.1. The Company provides a crowdsourced directory of mental health and substance use services as uploaded by users, service providers and the company and makes this information available to all users by County and subscription level. All information provided on the Company’s posted service profiles is crowdsourced, derived from public sources, directly from company websites, and/or directly from service providers. Services listed in this directory are encouraged to claim their service profiles so that they may provide first-hand information about their services.
- 11.2. At all material time, the information is provided as reference only and may not be accurate. The Company does not make any warranties as to the accuracy of the documents. Users of the Website and its services who are aware of inaccuracies are encouraged to use the platform to communicate services that should be added, removed or edited.

- 11.3. Some information that the Company takes reference from may be derived from Service-users which the Company takes the view provide direct information. The Company does not however, make any representation or warranties of such information. You shall use all the information at your own risk.
- 11.4. Access to Service Profiles may be limited by County, Mental Health Region, or State based on user subscription level and information available. As a user-built directory, we encourage you to notify us of missing services so that we can update this directory.
- 11.5. Should you identify any information that is incorrect, you are considered advised of the inaccuracy and acknowledge that such inaccuracy shall not be the fault of the Company whatsoever and you agree to notify the service of the inaccuracy.

## **12. Job Listing Services**

- 12.1. The Company also offers job listing services on its directory.
- 12.2. Users of the job listing service are required payment in the sum of \$100 to list their respective job ads for up to 30 days. The ad shall expire automatically upon the expiration after 30 calendar days. Such services shall be renewable after re-purchase.
- 12.3. **The Company does not warrant that placing an ad will render your ad successful.**

## **13. Responsibilities, Obligations and Due Diligence**

- 13.1. At the absolute discretion of the Company, it will provide the Client with the Services in its best endeavor to the Client.
- 13.2. In the event that the Company is unable to provide the Services within a reasonable period from the dates(s) and time(s) and the Company have agreed or notified the Client then the Client will have the rights subject to the terms and conditions contained herein to exercise the Client's option to wait until the Company is available to start performing the Services.
- 13.3. In the event that the Company has begun performance of the Services and the Client has in the course of exercising your right of termination of the Agreement pursuant to the provision contained herein, the Client will be liable to pay for any Services incurred by the Company up to the date of termination of the Agreement.
- 13.4. Without limitation to any of the rights contained herein and contractual remedies, the Company reserves the right to claim for any losses and damages incurred as a result of the termination.
- 13.5. The Client shall not request the Company to perform Services which are

immoral or unlawful in nature. The decision will be at the absolute discretion of the Company.

13.6. The Client shall endeavor to provide the Company with as much detailed information as possible regarding the Services under request in order for the Company to provide excellent services.

13.7. The Client shall not request the Company to perform Services to, from and for people or places where the Company's staffs, employees, agents and any other duly authorized entities of the Company may experience any form of abuse, bodily harm or death.

#### **14. Payment**

14.1. The Company's respective prices as displayed on the Website for its services are collectively referred to as the "**Charge**".

14.2. The Company requires payment for Services to be made prior to the performance of the Service.

14.3. The Company shall be entitled to vary the Charge from time to time and shall communicate any such changes to the Client before any payment is made.

14.4. All payments made to the Company via Credit Card transactions are liable to a 3% handling charge. This handling charge of 3% is added to the total sum owing to the Company by the Client.

#### **15. Termination and Refunds**

15.1. After the Parties have entered into the Agreement, any refunds may only be requested, subject to the final discretion of the Company when performance by the Company has not begun.

15.2. Any refunds made by the Company will be with reduction of the direct costs including any handling costs.

15.3. Without prejudice to any other rights and remedies available, the Company shall have the right to terminate the Agreement for the provision of all or any of the Services upon written notice if the Client commits a serious breach of the terms and conditions contained herein. The Company reserves the right to claim against the Client including but not limited to losses and damages as a result of the termination by the Client.

15.4. On termination for any reason whatsoever, the Client shall immediately make payment to the Company of all and any sums outstanding and owing to the Company.

15.5. In the event that a deposit is paid by the Client, at the sole discretion of the Company, the deposit will be retained by the Company and for the necessary deduction of the Company losses and costs without prejudice to its rights to

further claim damages against you.

## **LIABILITY, EXCLUSION AND LIMITATIONS**

16. The Company warrants to the Client that it shall use all of its reasonable endeavors to provide the Services using reasonable care and skill and as far as reasonably possible, in accordance with the Client's request.
17. The Company will not exclude or limit liability for its negligence or negligent omission which causes personal injury or death.
18. The Company shall not be liable for any loss, cost, expense or damage of any nature whatsoever (whether direct or indirect) resulting from the use of Services except where it is expressly determined that a person acting under the direct instruction of the Company has knowingly acted in a negligent manner.
19. The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by the Client which are incomplete, incorrect or inaccurate or any other fault of the Client.
20. The Company shall not be liable or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control.
21. Subject to the provisions of the terms and conditions contained herein, the maximum liability of the Company to the Client for breach of any of its obligations hereunder shall be limited to the value of the Charge (provided that the Charge has at such time been paid by the Client in full).

## **DISCLOSURE OF INFORMATION**

22. All private information shall be governed by the Privacy Policy on the Website.
23. Unless the Company receives notice from the Client to the contrary, the Company shall from time to time provide to the Client (by post, telephone or email) such information in relation to the Services that the Company considers may be of interest to the Client.

## **AMENDMENTS**

24. The Company may update or modify this Agreement from time to time. If the Company modifies the Agreement during the Services, the modified version will take effect upon the next Service.
25. Client may be required to check the update version from time to time after the modified version takes effect, in any event the continued use of the Services shall

constitute acceptance of the modified version.

## **SEVERABILITY**

26. If any provision of this Agreement is found by any Court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement may otherwise remain in effect.

## **FORCE MAJEURE**

27. Neither Party will be liable for any delay or failure to perform its obligations under the Agreement (except payment obligations) if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or reduction of power or telecommunications or data networks or services, or government act.

## **SUBPOENAS**

28. Nothing in the Agreement prevents the Company from disclosing Client information and data to the extent required by law, subpoenas, or court orders, but the Company will use commercially reasonable efforts to notify Client where permitted to do so.

## **ASSIGNMENT**

29. The Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. Neither Party may assign the Agreement without the advance written consent of the other party, except that the Company may assign the Agreement without consent to an affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities.

## **ENTIRE AGREEMENT**

30. The Agreement represents the parties' complete and exclusive understanding relating to the Agreement's subject matter. It supersedes all prior or contemporaneous oral communications, proposals and representations with respect to the Company or any other subject matter covered by this Agreement.

## **INCORPORATION**

31. The Agreement, shall unless otherwise suggested, incorporate all terms and conditions contained and set out in the Privacy Policy [www.bhrnetwork.com](http://www.bhrnetwork.com) and other written documents deemed appropriate by the Company including, without limitations, the contents on the Website.

## **GOVERNING LAW, JURISDICTION AND VENUE**

32. This Agreement is governed by the laws in the state of California, without regard to choice or conflict of law rules thereof.

## **CONTACT US**

33. The Company welcomes your questions or comments regarding the foregoing Terms.

Email : [info@bhrnetwork.com](mailto:info@bhrnetwork.com)

Phone : 831.227.7533

Effective as of November 23, 2018