

Terms and Conditions for Clients

SUSTAINABLE THERAPY provides an online platform for connecting individuals with counselors, therapists, clinicians, or other professionals for receiving advice, counseling, information or help (the “Platform”).

Please read the following terms and conditions (“Agreement”) carefully.

This Agreement governs your access to and use of the Platform and the services provided within. This Agreement constitutes a binding legal agreement between you and Sustainable Therapy, Inc. (“STI” or the “Company”).

By accessing and using the Platform, and by clicking the box, you are entering into an agreement with STI. If you do not agree to any terms or conditions listed herein, do not click the box and stop using or accessing any parts of this Platform. By accepting the Agreement, you confirm that you are at least 18 years of age and are legally able to enter into a contract.

You further agree that all information you have and will provide in or through the Platform is accurate, truthful and complete.

You acknowledge and agree that this Platform is not intended for the use during any emergency situations or in any life-threatening circumstances. If you are thinking about suicide or considering actions that may harm yourself or others, you acknowledge and agree that you will call 911, a suicide prevention number, and/or seek help at the nearest emergency facility immediately.

1. SUSTAINABLE THERAPY

SUSTAINABLE THERAPY provides you with an easy and convenient online platform through which you can locate and connect with a counselor, therapist, clinician, or other health professional (“Counselor”) and communicate with them (the “Platform”).

2. The Counselors and Counselor Services

On the Platform, you can find counselors, therapists, consultants, practitioners, clinicians, advisors, professionals or individuals who can provide you with advice, treatment, care, and information in a convenient and efficient manner. (“Counselors”).

Counselors may provide counseling, advice, information and in some cases, medical care, mental health services, and/or other professional services (“Counselor Services”). Each Counselor is responsible for obtaining your informed consent to any Counselor Services, including but not limited to medical diagnosis, treatment, information or therapy.

Most Counselors available through the Platform represent that they have degrees, licenses and/or certifications, as applicable, in the areas of psychology, psychiatry, marriage and family therapy, clinical social work, or counseling. While we do our best to evaluate Counselors and check their qualifications,

we cannot guarantee the skill, qualifications, licensures, certifications, credentials, or competence of any Counselor. You should conduct an independent verification of any Counselor before requesting any Counselor Services.

STI makes no representation regarding the accuracy of Counselors' credentials, and expressly disclaim any and all liability for fraudulent credentials or claims by Counselors. STI does not assume responsibility for any actions, representations, diagnoses, claims, statements or any other acts of any Counselor.

All Counselors are independent providers for STI. Counselors are not employees of STI.

3. Medical Advice on the Platform.

Although the Platform may provide general medical information and connect you with Counselors, STI is not providing any medical advice to you directly.

Any content on the website or Platform is for informational purposes only, and should not be considered medical advice from STI to you and is not a substitute for an in-person appointment with a licensed physician who can provide you with medical advice, a diagnosis, treatment or help. No information on this website represents or warrants that any particular drug or treatment is safe, appropriate or effective for you.

You should always seek the advice of a physician or other qualified healthcare provider with any questions regarding your personal health or medical conditions. Do not avoid, disregard or delay in obtaining medical advice from your doctor or other qualified healthcare provider because of something you have read on this website or the Platform. If you have or suspect that you have a medical problem or condition, please contact a qualified healthcare professional immediately.

4. Responsibility for Your Care

Your Counselor may provide you with medical advice. To the extent medical advice is provided to you by a Counselor, such medical advice is based on your personal health data as provided by you and the local standards of care for your presenting symptoms. The medical advice or information from the Counselor is from the Counselor and is not being provided by STI.

Your medical care and your mental health care are solely the responsibility of you and your Counselor.

5. Payments

We offer two payment options: Monthly or weekly subscription.

When you make a payment through the Platform, or make any payment to us, this payment is made to the Counselor for the Counselor Services. We charge the Counselor by taking a portion of the payment for using and communicating through the Platform. However, we will not be deemed as the Counselor of any Counselor Services regardless of payment.

You confirm and agree that all payment related information that you provided and will provide in the future, to or through the Platform, are accurate, current and correct and will continue to be accurate, current and correct.

You confirm and agree to use only payment means (credit cards or others) which you are dully and fully authorized to use.

You confirm and agree you will continue to be billed for the weekly or monthly subscription you signed up for until you cancel service.

You confirm and agree that all payments are non-refundable. You confirm and agree to cancel service when you don't intend on using the Platform and/or communicating with your Counselor. In the case you do not use the full cycle of service that you paid, there is no refund.

You confirm and authorize STI to disable/de-activate your account and use on the Platform at any time at STI's discretion if payment is not received.

You agree and authorize STI to contact your therapist(s) for any payment issues related to your account and subscription.

You are free to switch therapists if you don't find your current therapists to be helpful to you. You confirm and agree that if you were to switch therapists, the duration in which you spent with the previous therapist cannot be refunded.

When you sign up for service, there may be wait time between the time you sign up to the time you are matched and begin working with a therapist. When you decide to switch therapists, there may be wait time between the time you switch therapist to the time you are matched to another therapist to continue service. You confirm and agree that you will not be refunded for the wait time.

You agree that all current and future interactions (whether online or offline) between you and a Counselor will be made, managed and billed through Platform.

If, for any reason, an interaction between you and the Counselor is not made through the Platform, you agree that it will be billed through the platform and that the standard Platform Use Fees will be charged and delivered to us even if the Platform hasn't been used for this interaction.

You agree and commit to immediately notify us, including all the relevant details, in any case that you receive a service from a Counselor not through the Platform or in any case that you are billed by a Counselor not through the Platform.

You agree to pay all fees and charges associated with your Account a timely basis and according to the fees schedule, the terms and the rates as published in the Platform. Such fees and charges (including any taxes and late fees, as applicable) may be charged on your credit card. By providing us with your credit card information you authorize us to bill and charge you through that credit card. You agree to maintain valid credit card information in your Account information.

6. Privacy Policy

By agreeing to this Agreement, you are also agreeing to the terms of the Platform Privacy Policy available at www.sustainabletherapy.com (The Privacy Policy). The Privacy Policy is hereby incorporated into and made a part of this Agreement. The provisions for modification, termination and revision of this Agreement also apply to changes and revision of the Privacy Policy.

7. Confidentiality of Information

Your privacy is of utmost concern to us. Our website adheres to HIPPA (Health Insurance Portability and Accountability Act that was passed by Congress in 1996). To read more about HIPPA, please visit <http://www.hhs.gov/hipaa/>

Any information shared with your Counselor is confidential except in the following circumstances: If you present as a danger to yourself or others, mandated reporting of abuse of children or elders, if you sign a release of information, if your Counselor is court-ordered to provide information, or if we are court-ordered to provide information.

8. Modifications, Termination, Interruption and Disruptions to the Platform

The Platform is a complex system which depends on various factors to perform, such as software, servers, hardware, internet connections and other tools, often owned or operated by contractors, suppliers or other third parties. Accordingly, STI cannot and does not guarantee that the Platform will be uninterrupted or that it will be secure, consistent, timely or error-free.

You understand and agree that STI may modify, suspend, disrupt or discontinue the Platform, any part of the Platform or the use of the Platform, whether to all clients or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.

STI may terminate or prevent your use of the Platform and any services provided by through the Platform (including but not limited to Counselor Services) at its sole discretion for any reason and for any period of time.

9. Your Account, Representations, Conduct, and Commitments

You understand and acknowledge that you are responsible for maintaining the confidentiality of your password and all other security information of your account. You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security.

You agree that STI is not liable for any loss or damage that incurred as a result of someone else using your account, either with or without your consent and/or knowledge and agree to be responsible for all activity made using your account. You further acknowledge and agree that STI will hold you liable and

responsible for any damage or loss incurred as a result of the use of your account whether authorized by you or not, and you agree to indemnify us for any such damage or loss.

If you receive any file from us or from a Counselor, whether through the Platform or not, you agree to check and scan this file for any virus or malicious software prior to opening or using this file.

10. Restrictions on Conduct.

The Platform may only be used and accessed for lawful purposes. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Platform.

You agree and commit not to violate any applicable local, state, national or international law, statute, ordinance, rule, regulation or ethical code in relation to your use of the Platform and your relationship with the Counselors and us.

You agree and commit not to interfere with or disrupt, or attempt to interfere with or disrupt, any of the Platform's systems, services, servers, networks or infrastructure.

You agree and commit not to make any use of the Platform for the posting, sending or delivering of: (a) unsolicited emails, advertisements, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of solicitation; (b) malicious software or code, viruses or other computer code that may interrupt, destroy; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; (d) any content that infringes a third party right or intellectual property; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause or encourage a criminal action or violate any applicable law.

You agree not to collect information about other users without their express permission and not to knowingly upload, post or otherwise transmit use any false or inaccurate information;

11. Termination; Cancellation.

STI retains the right to terminate this Agreement and discontinue any or all services to you without notice if you breach any of the terms of this Agreement or with ten (10) days' notice where there is no breach on your part. After such termination, STI will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records or Counselors are required to provide you with continuing care under their applicable legal, ethical and professional obligations to you.

You may terminate your Account at any time and for any reason by sending notice to STI. Upon any termination by you, your Account will no longer be accessible. Any cancellation request will be handled within thirty (30) days of receipt of such a request by STI.

Upon termination, suspension or cancellation of this Agreement, each party's rights and obligations with regards to fees payable, and other provisions that by their nature are intended to survive termination,

shall survive the termination of this Agreement, including *Section 14 (Disclaimer of Warranty)*, *Section 15 (Limitation of Liability)* and *Section 16 (Indemnification)* of this Agreement.

12. Errors and Inaccuracies

The information on this website and the Platform including but not limited to, information regarding pricing, may contain typographical errors or other errors or inaccuracies, and may not be complete or current. STI reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice to you. STI reserves the right to refuse any order or provide any service based on inaccurate or erroneous information on the website or Platform.

13. Notices

STI may provide notices or other communications to you regarding this agreement or any aspect of the Platform, by email to the email address that we have on record, by regular mail or by posting it online. The date of receipt shall be deemed the date on which such notice is given. Notices sent to us must be delivered by email to contact@sustainabletherapy.com.

14. Disclaimer of Warranty

YOU HEREBY RELEASE US AND AGREES TO HOLD SUSTAINABLE THERAPY, INC., ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM THE COUNSELOR SERVICES OR THE PLATFORM, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION AND/OR SERVICE OF ANY MENTAL HEALTH PROFESSIONAL OR ANY OTHER PROVIDER IN A FIELD REQUIRING LICENSURE AND/OR CERTIFICATION, WHO MAY BE ACCESSED THROUGH THE PLATFORM.

THE SERVICES AND CONTENT PROVIDED BY STI ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND. STI AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

STI DOES NOT REVIEW, RECOMMEND, ENDORSE, EVALUATE OR PROVIDE ANY GUARANTEE, REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SERVICES AND CONTENT, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO (A) ANY COUNSELOR; (B) ANY INFORMATION ABOUT ANY COUNSELOR INCLUDING WITHOUT LIMITATION ANY QUALIFICATIONS, EXPERTISE, CLAIMS OR BACKGROUND OF ANY PROVIDER; (C) THE COUNSELOR SERVICES (WHETHER THROUGH THE PLATFORM OR NOT) INCLUDING WITHOUT LIMITATION ANY OPINION, RESPONSE, ADVICE, RECOMMENDATION, INFORMATION OR ANY OTHER CONTENT WRITTEN OR SAID BY A

COUNSELOR; (D) THE CONTENT AND THE SUBSTANCE WHICH ARE PART OF THE COUNSELOR SERVICES; (E) ANY OTHER CONTENT OR INFORMATION POSTED ON THE PLATFORM OR THROUGH THE PLATFORM; (F) THE VALIDITY, ACCURACY, AVAILABILITY, COMPLETENESS, SAFETY, LEGALITY, SECURITY, PRIVACY, QUALITY OR APPLICABILITY OF THE PLATFORM AND THE COUNSELOR SERVICES.

STI MAKES NO WARRANTY THAT THE CONTENT YOU ACCESS ON OUR WEBSITE OR USING OUR SERVICE SATISFIES THE LAWS AND REGULATIONS REQUIRING THE DISCLOSURE OF INFORMATION FOR PRESCRIPTION DRUGS.

ANY CONSULTATION WITH A PROVIDER VIA THE PLATFORM CANNOT AND DOES NOT REPLACE A MEETING WITH A PROFESSIONAL. YOU ARE ENCOURAGED TO VERIFY THE INFORMATION PROVIDED BY THE PROVIDERS. ANY RELIANCE ON SUCH INFORMATION IS DONE AT THE YOUR FULL AND SOLE RISK AND LIABILITY.

STI DOES NOT ASSUME, AND WILL NOT BE LIABLE FOR: (A) THE ACCURACY OR AVAILABILITY OF THE PLATFORM OR ANY PART OF THE PLATFORM; OR (B) ANY DAMAGES, HARM OR INJURY ARISING FROM OR RELATED TO THE PLATFORM, THE COUNSELORS OR THE COUNSELOR SERVICES.

IN THE EVENT OF A DISPUTE REGARDING ANY TRANSACTION CONDUCTED VIA THE PLATFORM, YOU HEREBY RELIEVE US FROM ALL MANNER OF ACTIONS, CLAIMS OR DEMANDS AND FROM ANY AND ALL LOSSES (DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL), DAMAGES, COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES, WHICH YOU MAY HAVE AGAINST ONE OR MORE OF THE ABOVE.

15. Limitation of Liability

This section (limitation of liability) shall survive the termination or expiration of this Agreement.

YOU AGREE, CONFIRM AND ACKNOWLEDGE THAT STI, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS AND ASSIGNS, SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.

YOU FURTHER AGREE, CONFIRM AND ACKNOWLEDGE THAT STI'S AGGREGATE LIABILITY FOR DAMAGES ARISING WITH RESPECT TO THIS AGREEMENT AND ANY AND ALL USE OF THE PLATFORM WILL NOT EXCEED THE TOTAL AMOUNT OF MONEY PAID BY YOU THROUGH THE PLATFORM IN THE 3 MONTHS PERIOD PRIOR TO THE DATE OF THE CLAIM.

WE EXPLICITLY DISCLAIM ANY LIABILITY WITH RESPECT TO ANY CLAIM, SUIT OR ACTION MADE BY A PROVIDER, WHETHER RELATING TO THE PROVIDER SERVICES OR NOT, IN CONNECTION WITH YOUR PAYMENT FOR THE PROVIDER SERVICES OR OTHERWISE. YOU AGREE, CONFIRM AND ACKNOWLEDGE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS WITH RESPECT TO ANY SUCH CLAIM.

If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.

16. Indemnification.

You hereby agree to defend, indemnify, and hold harmless STI, our affiliates, licensors and each of our and their respective employees, contractors, directors, and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services, violation of this Agreement, or infringement by you, or any third party using your Account or identity on the Platform, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

17. Arbitration.

You agree that all disputes between you and us (whether or not such dispute involves a third party) with regard to your relationship with us, including without limitation disputes related to this user agreement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, and your use of the services, shall be determined by arbitration in Los Angeles County, California. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND US. YOU CONFIRM THAT YOU HAVE NOT RELIED UPON ANY PROMISES OR REPRESENTATIONS BY US EXCEPT AS SET FORTH IN THIS AGREEMENT.

18. Changes to the Agreement

We may change, modify or amend this Agreement at any time. by posting the changes to this Agreement on the Platform. We will make efforts to provide notice of changes to this Agreement. Unless otherwise specified, all modifications shall be effective upon posting. As such, you are encouraged to check the terms of this Agreement frequently.

If you disagree with any change to the Agreement, you should terminate access to the Platform and participation in its services. Continuing to use the Platform or participating in any serves thereafter constitutes agreement to be bound by the updated terms of this Agreement.

We may freely transfer or assign this Agreement or any of its obligations hereunder.

Last Revised: Dec 19, 2016

