

Terms & Conditions of Use Agreement

In this Terms & Conditions of Use Agreement (“Agreement”), “ARC”, “we”, “our” or “us” refers to Advanced Recovery Concepts, LLC, ARC Psychiatry, arcproviders.com, arcpsychiatry.com and its affiliates. ARC provides services and use of the website arcpsychiatry.com/arcproviders.com (the “Site”) to you subject to the following terms and conditions.

PLEASE READ THE ENTIRE TERMS & CONDITIONS OF USE CAREFULLY BEFORE YOU CONTINUE. BY CONTINUING, YOU ARE DEEMED TO HAVE ACCEPTED THE TERMS & CONDITIONS OF USE IN THEIR ENTIRETY.

YOU MUST BE AT LEAST 18 YEARS OLD TO USE ARCPROVIDERS.COM OR ANY FEATURES OR SERVICES.

HIPAA Privacy Policy/ Privacy Statement

Your personally identifiable information obtained by us from this Site is subject to our Privacy Statement and in some cases, our HIPAA Privacy Policy as well. For more information, please see our Privacy Statement and our Privacy Policy.

This Agreement sets forth our usage guidelines and standards of use of the Site. By using the Site you (as a “User”) agree to these terms and conditions. A “User” is defined as any visitor of the Site. If you do not agree to the terms and conditions of this Agreement, you should immediately discontinue use or viewing of the Site.

If you wish to make use of the Site and its features or services, you agree to the terms in this Agreement and indicate your acceptance of the same by continued use of the Site along with acceptance during the registration process (e.g. when you complete New Patient Forms or Referral Forms on the Site). We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement. If we make any material changes we will notify you by means of a notice on the Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our terms and to review our most current terms.

ARC may refuse to offer or continue offering services to any person or entity for any reason or no reason and may change its eligibility criteria from time to time.

1.0 Description of Service – Limited Use License Agreement

ARC operates a website, arcproviders.com, which is designed to provide information about the behavioral health services it provides, and to provide efficient patient interaction. By using the Site, you are licensed to use it only for the purpose of engaging with ARC under this Agreement.

2.0 Proprietary Rights to Content

You acknowledge and agree that the Site contains information, data, software, photographs, graphics, text, images, logos, icons, typefaces, audio and video material, and/or other material (collectively referred to as “Content”) protected by copyright, trademark, patents, service marks, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

By visiting the Site, you are licensed to use the Content only for personal use. The downloading of the whole or significant portions of any Content or database is strictly prohibited. Resale of any Content or database or portion thereof, is also prohibited.

All Content displayed on the Site and all software, data and information used to create ARC and the Content, including text and images, method of display and presentation, source code, object code, embedded routines and programs and other materials, as well as all copyrights, trademarks, service marks, patents and other intellectual property rights, or proprietary rights therein or thereto, are owned by ARC, its affiliates, suppliers or licensors, and are protected under U.S. and international copyright, trademark and other applicable laws and treaties including international trade and export laws. All rights not expressly granted to you by Us in this Agreement are reserved by ARC and you acknowledge and agree that you do not acquire any ownership rights by accessing or downloading copyrighted material or Content from ARC.

3.0 Disclaimers

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SERVICES AND INFORMATION ARE PROVIDED BY ARC ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS ONLY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE OR THE RESULTS OF THE SITE'S SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. ARC SHALL HAVE NO LIABILITY FOR ANY INTERRUPTIONS IN THE USE OF THE SITE. IN ADDITION, ARC DOES NOT WARRANT OR REPRESENT THE FOLLOWING: (1) THE SITE WILL MEET YOUR REQUIRMENTS, (2) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION, OR OTHER MATERIALS OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, (5) THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (6) ANY ERRORS IN THE SITE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED, INCLUDING BUT NOT LIMITED TO, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU (AND NOT US OR ANY OF ARC'S AFFILIATED COMPANIES OR ANY OF OUR OR THEIR RESPECTIVE LICENSORS OR VENDORS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION FOR ANY SUCH DAMAGE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS & CONDITIONS OF USE.

3.1 *Medical and HIPAA Security Disclaimer*

FOR USERS SUBMITTING PATIENT OR REFERRAL INFORMATION WITHIN THE SECURE SECTION OF THE SITE: ARC IS A HEALTH CARE PROVIDER AND SUBJECT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"). WHEN YOU SUBMIT NEW PATIENT INFORMATION OR COMPLETE THE REFERRAL FORM ON THE SECURE SECTION OF THE SITE, ARC IS PROCESSING PROTECTED HEALTH INFORMATION ("PHI"). UNDER HIPAA, PROVIDERS LIKE ARC ARE REQUIRED TO USE REASONABLE AND APPROPRIATE SAFEGUARDS TO PREVENT DATA BREACHES. ALTHOUGH ARC USES AN INTEGRATED, ENCRYPTED, THIRD PARTY PLATFORM TO ACCEPT THIS PHI, THERE IS NO 100% GUARANTEE THAT ALL DATA AVAILABLE VIA THE INTERNET WILL BE SAFE.

THE MATERIAL AVAILABLE THROUGH THE SITE IS FOR INFORMATIONAL PURPOSES ONLY. BEFORE YOU ACT ON ANY INFORMATION YOU'VE FOUND ON THE SITE, YOU SHOULD INDEPENDENTLY CONFIRM ANY FACTS THAT ARE IMPORTANT TO YOUR DECISION, INCLUDING WITH A LICENSED HEALTH CARE PROVIDER. IF YOU RELY ON ANY INFORMATION OR SERVICE AVAILABLE THROUGH THE SITE, YOU EXPRESSLY AGREE THAT YOU DO SO AT YOUR OWN RISK.

ARC DISCLAIMS ALL WARRANTIES WITH REGARD TO THE INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTY OF NON-INFRINGEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES; THEREFORE THE ABOVE-REFERENCED EXCLUSION MAY NOT APPLY TO YOU.

4.0 Limitation of Liability

ARC SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR ARC SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST INCOME, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE USE OR THE INABILITY TO USE THE SITE OR THE INFORMATION CONTAINED IN IT, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR RESULTING FROM ANY SERVICES PURCHASED OR OBTAINED OR MESSAGES

RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SITE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OF DATA PROVIDED BY YOU, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF ARC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THESE TERMS OF USE, THE SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

5.0 Indemnification

You agree to indemnify and hold ARC, its subsidiaries, affiliates, officers, agents, attorneys and employees, harmless from any claim or demand of any kind whatsoever, including reasonable attorneys' fees and costs, made by any third party due to or arising out of the use of the Site, the violation of this Agreement, or infringement by another User, or of any intellectual property.

6.0 COPPA Notice

CHILDREN ONLINE PRIVACY PROTECTION ACT ("COPPA") NOTIFICATION

*****Special Note for Parents or Guardians of Children**

The Site was not designed for anyone under the age of 18. We are not responsible for any access or use of the Site by children or minors under the age of 18. ARC does not provide services designated for children under the age of 18 nor is it designed for their use.

Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying providers of such protections are available to you online.

Please see our COPPA Information provided in our Privacy Statement for more information regarding use of the Site and any user under the age of 18.

7.0 Technology Export Control

Through the Bureau of Industry and Security and its use of the Export Administration Regulations, the United States government has implemented export control laws that regulate the export and re-export of technology originating from within the United States. This technology includes the electronic transmission of information or software. The export control laws regulate the exporting or re-exporting of this technology to foreign countries and to certain foreign nationals. You agree to abide by these laws and regulations, including but not limited to, the Export Administration Act, U.S. Foreign Corrupt Practices Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Content derived from the website to either a foreign national or foreign destination in violation of such laws.

8.0 New Patient Registration Forms/Referral Forms

We contract with a third party to provide the secure platform that allows Users to engage with us, inquire about our services or otherwise refer a patient to us. Although the links to the forms are embedded in our site, the information submitted through those links is processed by this third party. Users of the Site who choose to complete New Patient Forms, the Referral Form or any other forms are entirely responsible for the information submitted whether authorized or not authorized.

You, in submitting new patient information or any other information, specifically consent to the storage and processing of your personal information (or that of your patient's for Referral Forms) with us through this third party. In consideration of your use of the Site, and specifically this secure section, you agree to:

- (1) Provide true, accurate, current and complete information about yourself (or your patient) as requested; and
- (2) Maintain and promptly update your information to keep it true, accurate, current and complete by contacting ARC with any changes.

Furthermore, you understand that you may not:

- (1) Select or use a name of another person with the intent to impersonate that person; or
- (2) Use the rights of any person other than yourself without authorization; or
- (3) Submit information, including your interest to become a patient of ARC if You are under the age of 18.

9.0 Legal Compliance

ARC reserves the right to use any information available by virtue of Your use of the Site (including, for example, reverse IP address inquiry) in order to comply with any law, to enforce our Terms & Conditions of Use Agreement or Privacy Statement, or to protect the rights, property or safety of all visitors and Users. We reserve the right without obligation to review the content of the Site, and other information posted to the Site to determine compliance with our Agreement and operating rules established by Us or our affiliates, and to satisfy any law, regulation or authorized government request.

10.0 Modifications and Interruption to Service

ARC reserves the right to modify or discontinue any services on the Site with or without notice. ARC shall not be liable to a User or any third party should ARC exercise its right to modify or discontinue any service on the Site. Each User acknowledges and accepts that ARC does not guarantee continuous, uninterrupted or secure access to the Site and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our operation or control.

11.0 Service Disclaimer Information

ARC disclaims liability for any products, sales, transactions or information provided by or related to third parties or affiliates and obtained through any posting, listing or link via the Site.

Users agree to indemnify, hold harmless, and defend ARC and its staff, agents and officers (hereinafter referred to as “ARC Parties”) from any and all fault, liabilities, costs, expenses, claims, and demands or lawsuits arising out of, related to or connected with this Agreement or the services offered on the Site hereunder.

12.0 Third-Party Links

The Site may include links to other third parties (collectively referred to as “Vendor(s)”). Any such links to Vendors are provided for your convenience only, and such links do not imply endorsement by ARC of such Vendors or the content contained therein. You acknowledge that we are not responsible for the availability of, or the content located on or through, any Vendors. You should contact those Vendors if you have any concerns regarding such links or the content. Your use of Vendors is subject to the terms & conditions of use and privacy policies of each Vendor. We encourage all Users to review said policies of all Vendors.

ARC disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity concerning Vendors and their offerings, and you agree that any recourse for dissatisfaction or problems with Vendors must be directed to the Vendors and not ARC as you agree to waive any claim you may have against us with respect to any Vendor’s claim.

13.0 Governing Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Ohio, without regard to any principals of conflicts of law. Any and all services and rights of use hereunder are considered performed in the United States of America and You agree that any action at law or in equity that arises out of or relates to ARC or these Terms & Conditions of Use will be filed only in the state or federal courts located in Cuyahoga County, Ohio or the Federal Northern District of Ohio and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

14.0 Compliance with Laws and International Use

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Such laws may

include, but are not limited to the General Data Protection Regulation (“GDPR”), and the California Consumer Privacy Act (“CCPA”). See our Privacy Statement for information regarding your data privacy rights under those laws.

Furthermore, we make no representation that materials or services on the Site are appropriate or available for use in locations outside the United States, and accessing them from territories where their content is illegal is prohibited. Those who choose to access the Site from other locations outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with those local laws and regulations. Please see actual regulations for more information.

15.0 Notification of Claimed Copyright Infringement

We respect the intellectual property of others and we ask our Users to do the same. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- (1) A description of the copyrighted work that you claim has been infringed;
- (2) Identification of the URL or other specific location on ARC where the material you claim is infringing is located;
- (3) Your name, address, telephone number, email address, and statement that you are an authorized person to act on behalf of the owner of the copyright;
- (4) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (5) An affidavit submitted by you, sworn to and made under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are an authorized agent to act on behalf of the copyright owner.

Pursuant to Section 512(c) of the Copyright Revision Act, as amended by the Digital Millennium Copyright Act, ARC designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail:

Advanced Recovery Concepts, LLC
Attention: Executive Director
25700 Science Park Dr.
Suite 210
Beachwood, Ohio 44122

16.0 Botnets

ARC retains the right, at our sole discretion, to terminate any User involved with botnets and related activities. If any hostnames are used as command and control points for botnets, ARC reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

17.0 Spamming

Use of the Site by you for spamming is strictly prohibited.

18.0 Miscellaneous Terms

These Terms & Conditions of Use constitute the entire agreement and understanding between you and Us, superseding any prior agreements and understandings, and govern your use of ARC. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to enforce or exercise any right or provision of these Terms & Conditions of Use shall not constitute a waiver of such right or provision. If any provision of these Terms & Conditions of Use shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and in full force and effect. You agree that these Terms & Conditions of Use and any other agreements referenced herein, may be assigned by ARC, in our sole discretion, to a third party in the event of a merger or acquisition. The section titles and headings in these Terms & Conditions of Use are for convenience only and have no legal or contractual effect.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms & Conditions of Use.

Your communications with ARC may be recorded or monitored and by using such communications methods you are consenting to the recording or monitoring of the same.

Any rights not expressly granted herein are reserved by and for Us.

By submitting information to ARC through the Site or otherwise you are making an inquiry as to services offered by ARC and give ARC permission to contact you through email, fax, telephone, mobile phone, or any means, even if your phone number or mobile number is on a "Do Not Call" list.

Certain sections or pages on the Site may contain separate terms and conditions, which are in addition to these Terms & Conditions of Use. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

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