

This Professional Advice User Agreement ("**User Agreement**") is a contract between you and Psychology.com, Incorporated and applies to your use of the Professional Advice Services. As a Professional Advice User, you are requesting access to the site and services only under the policies, terms and conditions below. For convenience, we will refer to the Psychology.com website, Mail (any email you send from your User account to a Therapist), phone services and any content therein provided by Psychology.com as the "**Site**." We will refer to any advice, information and other products or services you may receive from Therapists or their listings on the Site as the "**Advice Services**." Individuals who enter into the User Agreement will be referred to as "**Users**." Mental health professionals who create listings and/or provide Advice Services will be referred to as "**Therapists**."

The policies, terms and conditions below limit Psychology.com's liability and obligations to you and allow Psychology.com to change, suspend or terminate your access to and use of the Site and Advice Services. We urge you to carefully read the following terms and conditions, and all policies referenced below or elsewhere on the Site.

YOU UNDERSTAND THAT BY CLICKING THE BUTTON TO CONTINUE ON THE REGISTRATION PAGE, BY USING THE SITE AND ANY ADVICE SERVICES INCLUDING ANY CONTENT PROVIDED THEREIN, BY INITIATING ANY FORM OF COMMUNICATION WITH A THERAPIST OR BY POSTING ANY LISTINGS ON THIS SITE, YOU ARE AGREEING TO BE BOUND BY THIS USER AGREEMENT THAT BINDS YOU IN THE SAME WAY THAT A PAPER CONTRACT BINDS YOU. ALL USE OF THE SITE AND ADVICE SERVICES IS SUBJECT TO THE TERMS OF THIS USER AGREEMENT AND THE POLICIES, TERMS AND INSTRUCTIONS REFERENCED IN THE SITE, WHICH ARE INCORPORATED AND CONSIDERED AS PART OF THESE TERMS. YOU MUST ACCEPT WITHOUT MODIFICATION ALL OF THE TERMS, CONDITIONS, POLICIES AND NOTICES REFERENCED IN THIS USER AGREEMENT IN ORDER TO ACCESS AND USE THE SITE AND ADVICE SERVICES. IF YOU DO NOT ACCEPT THIS USER AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE THE SITE OR ADVICE SERVICES.

1. Eligibility to use the Site and Advice Services is limited.

The Site and Advice Services are available only to persons who are at least eighteen (18) years old and are otherwise capable of forming legally binding contracts under applicable law. Without limiting the foregoing, the Site and Advice Services are not available to temporarily or indefinitely suspended Users. You shall not use the Site or become a User if you are located or reside in a country (a) in which use or participation is prohibited by law, decree, regulation, treaty or administrative act or (b) is prohibited from entering into trade relations with the United States or its citizens.

2. You use Advice Services at your own risk.

(a) Psychology.com does not evaluate, provide, produce or control the Therapist's Advice Services in any manner. Although Therapist's listings may contain verified licensure information, the licensing of the Therapists is approved and regulated by the appropriate government agencies and not Psychology.com. Psychology.com does not itself provide any Advice Services, nor verify, guarantee or make any representations regarding the identity or qualifications of any Therapists to provide such Advice Services. Further, Psychology.com does not make editorial or managerial decisions concerning the content of the Advice Services, nor will Psychology.com be held responsible for any Therapist's failure to comply with laws or regulations concerning the content of Advice Services provided. Instead, Psychology.com acts as a technology service that allows Therapists to share advice. Although Psychology.com provides the technology to enable Users and Therapist to connect with each other, it does not control, nor is responsible for, the truth, accuracy, completeness, safety, timeliness, quality, appropriateness, legality or applicability of anything said or written by Therapists, including without limitation any information contained in Therapist's listings or made available through this Site. The Site is not intended for use as a payment service to exchange goods. Psychology.com is not responsible for use or exchange of any information, files or goods between Users and Therapists. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Site and Advice Services, in evaluating the qualifications of, and statements made by Therapists in listings or the Professional Advice Service System. Disclosure of personal contact information to Therapists is done so at your own risk. A statement regarding a Therapist's expertise and/or designation a "specialist" in a subcategory does not necessarily mean that any regulatory agency or professional association has certified him/her as a "specialist" or an "expert" in that or any particular area or category. Psychology.com assumes no responsibility for monitoring any Therapist's feedback or otherwise policing its Therapists in any way. If you ever believe that a Therapist has violated the law or is defrauding, threatening, or endangering anyone, Psychology.com urges you immediately to contact the police directly for help.

(b) Psychology.com does not refer, endorse, recommend, verify, evaluate or guarantee any advice, information, other products, or Advice services provided by Therapists and nothing shall be considered as a referral, endorsement, recommendation or guarantee of any Therapist by Psychology.com. You must use your judgment to determine whether to initiate, receive and/or discontinue use of the Advice Services and/or when it is necessary to consult with a professional who is local, licensed in your state or country, available in person or otherwise possesses qualities required to properly advise you. Users who initiate, receive and/or discontinue use of the Advice Services do so entirely at their own risk, and Psychology.com bears no responsibility in this regard.

(c) If you have a dispute with a Therapist, or suffer any harm arising out of or connected with any Advice Services, you hereby waive all claims against and release Psychology.com (and its subsidiaries, employees, officers, directors, shareholders, suppliers, joint venture partners and agents) from any and all liability for claims, demands, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any Advice Services or with regard to such disputes. If you are a California resident, you waive your rights under California Civil Code § 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Residents of other states and nations waive their rights under analogous laws, statutes or regulations.

(d) You should select a Therapist listed in your state of residence. In the United States, state government agencies have established professional regulations for mental health professionals in order to protect consumers. You are fully responsible for using the available search functionality to locate a Therapist within your state of residence.

3. Psychology.com may modify this User Agreement, or suspend or terminate your use of the Site, at any time without notice to you.

(a) Psychology.com reserves the right in its sole discretion to modify or discontinue the Site, or modify the terms and conditions of your use of the Site, without notice. All modified terms and conditions will be effective thirty (30) days after they are initially posted on the Site.

(b) Without limiting other remedies, Psychology.com may at any time suspend or terminate your use access to the Site without reason or notice to you.

4. You are solely responsible for all use made of the Site and Advice Services under your password and User account information and agree to pay for all Services purchased using your password and User account information.

(a) The rates for Advice Services are as set forth in the applicable Therapist Professional Advice Information Page. "**Transaction**" means any interaction through the Site initiated using your password and User account information and any Mail response sent to your Mail account. In response to a request for advice, information or other products or services from a Therapist who lists a fee for responses (each a "**Paid Question**"), you hereby authorize Psychology.com to collect fees for each Transaction by debiting your User account immediately upon conclusion of each Transaction, regardless of quality or completeness. Fees for advice responses are calculated based on the per-response as listed at the time of your purchase. Purchased responses have an expiration of twelve (12) months unless otherwise specified by the Therapist. If a purchased has expired, you will not be entitled to receive a refund for any remaining questions after the expiration date. Decrements of purchased questions are immediately after a Therapist submits a response, regardless of quality or completeness of the responses. You agree that Psychology.com has no responsibility in the negotiation and resolution between User and Therapist.

(b) You agree to maintain the confidentiality of your username, password and account information. You agree that you will not permit, enable, introduce or facilitate any other person to having accessing to or use of your User account.

(c) You agree that Psychology.com is not responsible for any loss that you may incur as a result of any unauthorized person using your account or password. You agree that Psychology.com may use information provided by you as described in the Privacy Policy.

5. In using or accessing the Site or Advice Services, you agree to comply with the following:

- (a) You will not record or otherwise store any Services that you receive through the Site.
- (b) You will not use the Site for any purpose that is unlawful, fraudulent or contrary to this User Agreement and the policies of Psychology.com, and you will cooperate fully with Psychology.com to investigate any suspected unlawful, fraudulent or improper activity, including but not limited to granting authorized Psychology.com representatives access to any password-protected portions of your User account.
- (c) You will not use the Site in any manner that harasses a Therapist or could interfere with any Therapist's use of the Site.
- (d) You will not attempt to gain unauthorized access to any User or Therapist account information, computer systems or networks associated with the Site.
- (e) You will not attempt to obtain any information or materials relating to the Site through any means not intentionally made available through the Site.
- (f) You will not "frame," "mirror" or otherwise copy any portion of the Site without Psychology.com's express written authorization.
- (g) You will continue to provide true, accurate and complete payment registration information
- (h) You will not use the Site to solicit Therapists, to promote any product or services other than the information services.
- (i) You will not transmit "junk mail," "spam," "chain letters" or unsolicited mass distribution of email or bulletin board postings or transmit solicitation for employees, consultants, contractors or for participation on other websites.
- (j) You will not use the Site to promote bonus items, giveaways, random drawings, prizes, contests or games of chance.
- (k) You will not submit obscene, offensive, tasteless, defamatory or hateful content in your questions to Therapists.

6. As between the parties, Psychology.com shall retain all ownership in the Site including all URLs and any content created or derived from the Site.

You shall and hereby do assign to Psychology.com all right, title and interest in and to any material, ratings, suggestions and/or comments submitted by you as part of the Professional Advice System.

7. Psychology.com disclaims any warranties or representations regarding the Site and Advice Services.

THE SITE AND ANY ADVICE SERVICES OR GOODS OBTAINED THROUGH THE SITE ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND. PSYCHOLOGY.COM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, ADVICE SERVICES AND ALL COMMUNICATIONS BETWEEN USERS AND THERAPISTS MADE THROUGH THE SITE, INCLUDING ANY IMPLIED WARRANTY OF QUALITY, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. In addition, Psychology.com makes no representation or warranty that the operation of the Site will be error free. Some states do not allow the exclusion of warranty, so the above exclusions may not apply to you.

8. Psychology.com's liability for your access to and use of the Site and Advice Services is limited and you are responsible for your use of the Site.

UNDER NO CIRCUMSTANCES WILL PSYCHOLOGY.COM OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE SITE OR ADVICE SERVICES, WHETHER OR NOT PSYCHOLOGY.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PSYCHOLOGY.COM AND ITS SUPPLIERS' AGGREGATE LIABILITY TO YOU ARISING WITH RESPECT TO THIS USER AGREEMENT WILL NOT EXCEED THE GREATER OF (a) THE TOTAL FEES ACTUALLY EARNED BY PSYCHOLOGY.COM FROM YOU (AFTER PAYMENTS TO THERAPISTS AND OTHER THIRD PARTIES) IN THE PREVIOUS TWELVE (12) MONTHS, AND (b) ONE HUNDRED DOLLARS (\$100). PSYCHOLOGY.COM WILL NOT BE LIABLE

FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusions may not apply to you.

9. Indemnity and Remedies

YOU FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY PSYCHOLOGY.COM, AND ITS EMPLOYEES, SUBSIDIARIES, AGENTS AND REPRESENTATIVES, FROM AND AGAINST ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR USE OF THE SITE OR PROVISION OF ADVICE SERVICES, INCLUDING ANY LIABILITY OR EXPENSE ARISING FROM ALL CLAIMS, LOSSES, DAMAGES (ACTUAL AND CONSEQUENTIAL), SUITS, JUDGMENTS, LITIGATION COSTS AND ATTORNEYS' FEES, OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, FORESEEABLE AND UNFORESEEABLE, DISCLOSED AND UNDISCLOSED. In the event the SITE must, in any manner, enforce the provisions of this agreement it shall be entitled, in addition to any other damages, including but not limited to reasonable attorney fees and costs, any and all remedies available either in law or in equity, including but not limited to temporary and permanent injunctive relief.

10. Psychology.com prohibits the unauthorized use of copyrighted materials and trademarks.

YOU SHALL NOT USE THE SITE OR ITS ADVICE SERVICES TO TRANSMIT, ROUTE, PROVIDE CONNECTIONS TO OR STORE ANY MATERIAL THAT INFRINGES COPYRIGHTED WORKS, TRADEMARKS, OR OTHERWISE VIOLATES OR PROMOTES THE VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. Relationship of the Parties.

Notwithstanding any provision hereof, for all purposes of this User Agreement each party shall be independent and act independently and not as a contractor, partner, joint venture partner, agent, employee or employer of the other and shall not bind nor attempt to bind the other to any contract.

12. You consent to the use of (a) electronic means to complete this User Agreement, to use the Site and Advice Services and to provide you with any notices given pursuant to this User Agreement, and (b) electronic records to store information related to this User Agreement or your use of the Site.

You can request a copy in paper form of this User Agreement and any other records relating to this User Agreement or your use of the Site by sending a written request to our mailing address:

Psychology.com, Inc.
456 W. Frontage Road
Northfield, IL 60093

You understand and agree that this User Agreement and any notices given pursuant to this User Agreement are enforceable in electronic format.

12. Miscellaneous.

If any provision of this User Agreement is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced. Psychology.com's failure to act with respect to a breach by you or others does not waive Psychology.com's right to act with respect to subsequent or similar breaches. The failure of Psychology.com to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. This User Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. The parties acknowledge that this User Agreement evidences a transaction involving interstate commerce. The Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this User Agreement. You agree that this User Agreement and the User rules and restrictions and policies contained herein, and Psychology.com's enforcement thereof, are not intended to confer and do not confer any rights or remedies upon any person other than you and Psychology.com. This User Agreement together with the rules and policies of Psychology.com constitutes the entire agreement between Psychology.com and you with respect to the subject matter hereof. Any and all actions under this agreement shall be brought in and interpreted in accordance with the law of the County of Cook, State of Illinois