

LMFT CONNECT

TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) govern the relationship between McCrickard Holdings, LLC d/b/a LMFT Connect (“LMFT Connect”) and you, the clinical supervisor, supervisee or user, accessing our Website or otherwise utilizing, or attempting to use, LMFT Connect’s services.

1. **Definitions.** The following definitions shall apply to any capitalized terms which are not otherwise defined within the Terms.

- A. “Account” refers to the account you must register for through the Website in order to utilize the Services (as defined in Paragraph 2).
- B. “Affiliates” means the owners, members, directors, officers, employees, independent contractors, vendors, agents, and affiliates of LMFT Connect. Affiliates does not include you, the Clinical Supervisor, Supervisee or User who is agreeing to these Terms.
- C. “Applicable Law” means any and all federal, state or local laws, statutes, ordinances, regulations, or rules which are now in effect or which may come in to effect.
- D. “Clinical Supervisor” refers to a professional with a MFT License who is designated as an AAMFT Approved Supervisor or AAMFT Approved Supervisor-in-Training who uses LMFT Connect’s Services or Website to communicate with Supervisees regarding the Services.
- E. “LMFT Connect”, “we” or “our” means McCrickard Holdings, LLC d/b/a LMFT Connect. McCrickard Holdings, LLC is a Tennessee limited liability company.
- F. “MFT License” means full state licensure as a Marriage and Family Therapist.
- G. “Personal Information” means the personal information you provide to LMFT Connect to register your account, access the Website and/or use the Services. Personal information includes, without limitation, your name, email address, home or other physical addresses, telephone number, payment information and any other information which may be used to identify you.
- H. “User” refers to any mental health professional who subscribes to a monthly LMFT Connect membership to access the Peer Consultation portal and/or attends Webinars and Trainings.

- I. “Supervisee” means an individual who utilizes LMFT Connect’s Services to obtain clinical supervision hours which may be necessary for the individual to acquire a MFT License.
- J. “Website” refers to LMFT Connect’s website found at www.lmftconnect.com.
- K. “You” or “your” means the Clinical Supervisor, Supervisee or User depending on the context of the Terms.

2. **Services.** LMFT Connect provides the following services:

- A. A means for connecting individuals who have earned a post-graduate degree in marriage and family therapy, or an equivalent degree, with potential Clinical Supervisors as a means of obtaining clinical supervision hours which may be required to obtain a MFT License.
- B. A peer consultation portal which can be used by Users to, among other things, connect with other mental health professionals for the purpose sharing information and seeking guidance.
- C. Webinars and Trainings on topics of interest to mental health professionals, attendance at which is purchased on an as desired basis.

All services described in this Paragraph are collectively referred to as “Services”.

3. **Acceptance.** By using the Website and Services, you acknowledge and agree that you are at least eighteen (18) years of age, have read and understood these Terms and are voluntarily bound by these Terms. If you are accessing or making use of the Website or Service on behalf of a Clinical Supervisor, Supervisee or User, you acknowledge and agree that you have discussed these Terms with the Clinical Supervisor, Supervisee or User and have the authority to bind, and are actually binding, the Clinical Supervisor, Supervisee or User to these Terms in addition to binding yourself. **If you do not agree to be bound by these Terms, do not proceed with accessing or otherwise using the Website or Services.**

4. **Ownership of Intellectual Property.** All text, pictures, graphics, logos, images, documents and other content, unless otherwise stated, which you may have access to through the Website or the Services, is owned by, or licensed to, LMFT Connect or its Affiliates and is protected by U.S. and/or international copyright, trademark, and other Applicable Laws. Your use of the Website or Services constitutes your agreement that you will not, by any means, acquire any intellectual property rights of the various types of content described above in this Paragraph. In addition, you agree that you will not disclose, reproduce, duplicate, copy, sell, share or otherwise exploit any of the various forms of content without the prior, written consent of LMFT Connect.

5. **Payment.** Your ability to use the Service is contingent upon timely payment of all required fees. You authorize LMFT Connect to automatically deduct all applicable fees from any payment account designated by you in your LMFT Connect account. You are responsible for ensuring that you have available funds in your payment account(s) on the date of the automatic deduction. LMFT Connect is not responsible for any fees you incur from your financial institution for failure to have sufficient funds available in your payment account(s) on the date of the automatic deduction. If you are a current Clinical Supervisor, Supervisee or User and you fail to pay any fees within ten (10) days of the due date, LMFT Connect may suspend your access to the Service until the past due charges are paid in full. You acknowledge and agree that LMFT Connect is not required to provide you with notice of the expiration of the ten-days as a prerequisite to suspending your account.

6. **User Accounts.** To utilize the Services, you must become a registered user by creating an LMFT Connect account. To create such account, you must select a username and password. It is solely your responsibility to protect your login credentials from third parties as you will be responsible for any and all actions, including unauthorized actions, taken under your account. As such, you agree to access the Services exclusively from a private computer with updated virus protection. You further agree to provide, and update when necessary, the required Personal Information in your Account.

7. **Clinical Supervisor and User Profiles.** In addition to the user accounts described in Paragraph 6, you agree to provide and maintain an accurate Clinical Supervisor or User profile, which will be accessible to anyone utilizing LMFT Connect's Services. Your profile must not contain any misleading or false statements including, without limitation, statements regarding your eligibility to serve as a Clinical Supervisor (if applicable), the status of your MFT license, your credentials or experience.

8. **Supervisee Responsibilities.** When using the Services to obtain clinical supervision hours required by the State in which you are seeking a MFT License, you agree to be solely responsible for the following:

- A. Having and maintaining a thorough understanding of the licensing State's requirements as they pertain to clinical supervision (for example, number of hours required and whether those hours can be obtained through tele-supervision); and
- B. Verifying that the Clinical Supervisor(s) you select as your clinical supervisor(s) meet the requirements of the licensing State, are otherwise qualified to serve as a clinical supervisor and may do so via tele-supervision, at all times during your use of the Services.

Each State's requirements for clinical supervision hours vary and may change periodically. You acknowledge and agree that LMFT Connect is not responsible for

tracking each State's requirements for clinical supervision hours, or advising you regarding the same, nor is LMFT Connect responsible for verifying the eligibility of any Clinical Supervisor to serve as a clinical supervisor.

9. **Clinical Supervisor Responsibilities.** Clinical Supervisors are responsible for maintaining the necessary credentials for their marriage and family therapy license and service as a clinical supervisor and must also meet any standards for tele-supervision as set forth by the applicable State. These responsibilities include, without limitation, timely satisfaction of all continuing education classes (including any State mandated continuing education classes for tele-supervision) and maintenance of professional liability insurance. Clinical Supervisors are responsible for notifying LMFT Connect and Supervisee of any changes to the Clinical Supervisor's MFT license or eligibility to serve as a Clinical Supervisor within 24 hours of such change. LMFT Connect reserves the right to suspend your account until you provide LMFT Connect with proof that the eligibility issue is resolved to the satisfaction of LMFT Connect. Examples of questionable eligibility include, without limitation, any inquiries about your fitness or capability to maintain your MFT license, your failure to timely complete your continuing education classes (including any State mandated continuing education classes for tele-supervision), and notice of any malpractice allegations or claims filed with your professional liability carrier or the licensing agency. Clinical Supervisors must also make themselves reasonably available to Supervisees, timely respond to Supervisee inquiries, and complete any documents necessary for the Supervisee to establish their participation in the clinical supervision hours. Failure to comply with any of the terms in this Paragraph may result in the suspension and/or termination of your Account and profile.

10. **No Employment Status.** LMFT Connect does not have an employer-employee relationship with any of its Users or Clinical Supervisors. User and Clinical Supervisors who participate in the Services are doing so as independent contractors. As such, LMFT Connect, Clinical Supervisor or User may sever the independent contractor relationship at any time and for any reason.

11. **Non-Solicitation and Non-Compete Agreement.** LMFT Connect understands that some of its Clinical Supervisors may be in private practice and already serve as clinical supervisors to supervisees outside of LMFT Connect. This paragraph applies only to Clinical Supervisor-Supervisee relationships which are commenced through LMFT Connect and not otherwise. This paragraph, in no way, prohibits or restricts Clinical Supervisors from working with supervisees which the Clinical Supervisor obtained outside of LMFT Connect. Furthermore, Clinical Supervisors are permitted to use LMFT Connect's tele-supervision services with supervisees obtained outside of LMFT Connect without violating this paragraph. As a condition of using the Services, you agree that you will not make any attempt to solicit any Supervisees or Clinical Supervisors you met through LMFT Connect, or any of LMFT Connect's independent contractors, agents, vendors or employees for the purpose of (a) working directly with the Supervisee

outside of LMFT Connect or (b) hiring or retaining such individual or entity to provide the same or similar services provided to LMFT Connect in competition with LMFT Connect. In addition, you agree not to use any information, including Confidential Information, you obtain, directly or indirectly, about the inner workings of LMFT Connect, or its business model, to participate in the creation of, or accept employment with, any entity which seeks to compete with the Services offered by LMFT Connect. These non-solicitation and non-compete provisions shall apply during the entire length of your relationship with LMFT Connect and for a period of 12 months following the termination of your relationship with LMFT Connect.

12. **Confidentiality.** You acknowledge that LMFT Connect uses confidential and/or proprietary information and trade secrets in the creation, development, promotion, maintenance and marketing of the Services. “Confidential Information” includes, without limitation, the following: financial and accounting data; marketing plans; vendor and supplier information; data processing and communication information; new services; research and development; Supervisee Information; and other information used by or concerning LMFT Connect which it treats as confidential and is not publicly available. You agree not to, directly or indirectly, discuss, disclose, make known to or use for the benefit of yourself or any person, firm, corporation or other entity any Confidential Information.

Furthermore, Clinical Supervisors, Supervisees and Users are required to maintain the upmost levels of professionalism and confidentiality as it pertains to Confidential Information or protected health information (as defined by the Health Insurance Portability and Accountability Act of 1996, and all amendments thereto) their discussions of the individuals which they may discuss as a part of the Services. To uphold this confidentiality standard, Clinical Supervisors, Supervisees and Users are strictly prohibited from sharing the names, addresses, email addresses, phone numbers, dates of birth, social security numbers or any other information which may be used to identify any individual.

13. **Amendments.** From time to time, LMFT Connect may modify, supplement, change, update or revise the Terms by posting the amendments on the Website. It is solely your responsibility to periodically revisit the Terms to check for any amendments. You acknowledge and agree to be bound by any amendments to these Terms by continuing to use the Website or Service after the amendments are posted.

14. **Termination.** You may terminate your Account with LMFT Connect at any time and for any reason by contacting LMFT Connect or deactivating your Account on the Website. All termination requests will be processed within 14 days from the receipt of the request. Upon termination, you will no longer be able to access your Account. Any fees owed at the time of termination will be due immediately. If your LMFT Connect account is setup for automatic deductions from your payment account, your final fees will be deducted no later than the date the termination is finalized. Furthermore, you

remain obligated to comply with these Terms past the date of the termination, or suspension, of your account, with the sole exception being your obligation to keep your Account with LMFT Connect updated.

15. **Indemnification.** YOU AGREE TO FOREVER INDEMNIFY, DEFEND, AND HOLD HARMLESS LMFT CONNECT AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, LIABILITIES, LOSSES, JUDGMENTS, DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, FILING FEES AND REASONABLE ATTORNEYS' FEES) WHATSOEVER, WHETHER KNOWN OR UNKNOWN, INTENTIONAL OR NEGLIGENT, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES OUT OF TORT, CONTRACT, STRICT LIABILITY, IN LAW OR EQUITY, OR OTHERWISE TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW RELATED IN ANY MANNER TO (A) YOUR ACCESS TO THE WEBSITE OR USE OF THE SERVICES OR (B) YOUR VIOLATION OF THESE TERMS.

16. **Limitation of Liability.** YOU AGREE TO FULLY RELEASE LMFT CONNECT AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, LIABILITIES, LOSSES, JUDGMENTS, DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, FILING FEES AND REASONABLE ATTORNEYS' FEES) WHATSOEVER INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF, OR RELATED IN ANY MANNER TO, YOUR USE OF THE SERVICES OR THE WEBSITE (collectively referred to as "LIABILITY"), AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY, IN LAW OR EQUITY, OR OTHERWISE TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE SERVICES, WEBSITE OR TERMS, **YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES AND WEBSITE.** YOUR USE OF THE SERVICES OR WEBSITE SHALL BE DEEMED A FULL RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE LMFT CONNECT AND ITS AFFILIATES.

17. **Warranty Disclaimer.** Your use of the Services and Website are at your sole discretion and risk. The Services and the Website are provided "as is", with all faults and without warranties of any kind, express or implied. As such, LMFT CONNECT AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, OR OTHERWISE TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, RELATING TO THE SERVICES, WEBSITE AND TERMS.

THE WARRANTIES DISCLAIMED INCLUDE, WITHOUT LIMITATION, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING, COURSE OF PERFORMANCE, SECURITY, ACCURACY, RELIABILITY TIMELINESS AND PERFORMANCE OF THE SERVICES. NO REPRESENTATIONS ARE MADE CONCERNING THE ADEQUACY OR ACCURACY OF THE SERVICES.

18. **Attorneys' Fees.** In any legal action, mediation or arbitration (referred to herein as "Action") pertaining to the Services, Website or Terms, the losing party shall be required to pay the prevailing party's reasonable attorneys' fees and costs incurred in anticipation of commencing an Action, during the Action itself and to subsequently enforce the settlement, resolution, judgment or other decision as a result of the Action.

19. **Headings.** The headings used at the beginning of each numbered paragraph in these Terms are for convenience purposes only and, in no way, restrict or otherwise limit the content detailed therein. Additionally, the headings shall have no legal or contractual effect.

20. **Applicable Law.** Any disputes which involve these Terms, the Services or the Website shall be construed in accordance with Tennessee law. Any mediations, arbitrations, lawsuits or other proceedings related to these Terms, the Services or your use or access of the Website shall take place in Hamilton County, Tennessee. You further consent to the personal jurisdiction of the state or federal courts in Hamilton County, Tennessee and waive any and all objections to the jurisdiction or venue of the state or federal courts in Hamilton County, Tennessee.

21. **Entire Agreement.** These Terms constitute the entire agreement between you and LMFT Connect pertaining to the Services, Website and Terms supersede any prior or contemporaneous agreements, written or oral. Any subsequent agreements entered into between you and LMFT Connect, with the exception of amendments to these Terms, must be in writing in a separate signed agreement. These Terms, and any amendments thereto, shall continue to apply to any subsequent agreements. To the extent a subsequent agreement contains terms which conflict with these Terms, the terms in the subsequent agreement shall control.

22. **Arbitration.** Any dispute, controversy, issue or disagreement arising out of or related to these Terms, the Services or the Website, shall be resolved through binding arbitration through JAMS, unless the total award sought is less than \$10,000 or the relief sought is limited to injunctive or equitable relief. The arbitration shall not require any personal appearances by the parties. Any final decision rendered from the arbitration may be entered or enforced in a court of competent jurisdiction. You acknowledge and agree that you are hereby waiving your right to a trial in a court of law and your right to a jury trial.

23. **Severability.** If any portion of these Terms is deemed unlawful or unenforceable, that particular portion is severable and shall be stricken from these Terms, or revised by a court of law to accomplish the purpose of the provision in an enforceable or lawful manner, without any effect whatsoever on the enforceability of the remaining provisions.