

CRCSI Website Terms of Service

Last updated: September 2, 2019

Please read these CRCSI Terms of Service ("Terms") carefully. These Terms are between you ("you" or "your") and CRCSI, Inc. ("CRCSI," "we" or "our"). The use of "you" or "your" in these Terms may refer to CRCSI community members, health care provider accessing the Site (as defined below) as a consumer, or anyone accessing the Site (as defined below). These Terms govern your use of the website, www.CRCSI.org, and the services and information available on the website (collectively, "Site") whether you access the Site through your computer, mobile device, tablet or any CRCSI app.

You accept and agree to be bound by these Terms, the [CRCSI Privacy Policy](#), and any other policies in place when you access or use the Site. If you do not agree to abide by or be bound by these Terms or any of the other policies of CRCSI, then do not access or use the Site.

1. Modification

CRCSI reserves the right to make changes to the Site, these Terms and other policies. CRCSI will also indicate at the bottom of this page the date these Terms were last updated. These Terms are effective upon acceptance by new users and supersede all previous versions of the CRCSI Terms of Service. If any section or portion of these Terms shall be deemed invalid, void or for any reason unenforceable, then that section of the Terms shall be deemed severable and shall not affect the validity of the remaining condition. Your continued use of the Site after any such changes are posted constitutes your acceptance of the new Terms. If you do not agree to abide by these or any future terms, you may not use or access the Site.

2. No Medical Advice

The content (which includes any text, graphics, images or other material contained, accessed or entered on the Site by you or a health care provider ("Content")) is for educational/informational purposes only and is not a substitute for medical advice, diagnosis or treatment provided by a qualified health care provider. Any communication between you and health care providers on the Site crcsi.org (including any responses by health care providers to questions posted on the Site or through any feature available on the Site) is for general informational purposes only and does not create nor is it intended to create a physician-patient relationship as defined by federal and state law. Your reliance on any information (including any links to third party websites containing any information about health care providers) or Content provided on the Site, whether or not it is provided by a health care provider, is solely at your own risk. Always seek the advice of your health care provider for any questions you may have about your own medical condition.

3. How and When You May Use the Site

You may only use the Site for personal, non-commercial uses.

You may not use the Site:

- In any way or for any purpose that is against any local, state, federal or any other applicable laws.
- In any way or for any purpose that harms or endangers CRCSI or our affiliates, resellers, distributors, service providers and/or suppliers (collectively, the "CRCSI Parties"), or any customer of a CRCSI Party;
- To exploit, solicit or harm minors;
- To copy any Content from the Site, including, but not limited to, photographs, and post those photographs or other Content on another third-party website.
- To submit any Content that is racist, sexist, inflammatory, defamatory, hateful, harassing, threatening, abusive, profane, obscene, vulgar or sexually explicit, false, misleading, fraudulent, invasive of another's privacy or publicity rights, infringing of another's intellectual property rights, contains any trade secrets or other confidential information, or otherwise offensive or objectionable;
- To impersonate or pretend to be any person other than yourself, including to impersonate or pretend to be a health care provider;
- To spam any CRCSI health care providers, community members or other users;
- You agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site;
- To submit links to sites or files that contain or are viruses, spyware, malware, or other harmful content;
- To attempt to interfere with or disrupt the Site or any person's ability to use the Site;
- For any purpose for which the Site is not intended from this policy and all applicable laws.

In addition, CRCSI is not obligated to enforce these Terms against another user, health care provider or other third-party on your behalf. If you believe another user, health care provider or other third-party has violated these Terms, then please contact CRCSI by using our [contact form](#). CRCSI reserves the right to investigate the matter and take whatever action CRCSI deems appropriate in its sole discretion.

5. Materials You Provide; Communications Monitoring

You may be able to post or submit comments, questions, or direct messages on or through the Site (collectively, "Submission" or "Submissions"). Your Submissions, (including to the extent applicable personally identifiable information), are made voluntarily and are subject to the [CRCSI Privacy Policy](#). You understand CRCSI is not required to treat any of your Submissions as confidential. In addition, you understand and agree that your Submissions (including your username associated with your Submissions) are not confidential and are publicly available for anyone to view on the Site.

CRCSI does not claim ownership of the Submission(s) you post or submit on the Site. You are hereby expressly granting CRCSI a nonexclusive, irrevocable, worldwide, perpetual, royalty free license (including sublicense) to use, copy, distribute, publicly display, publicly perform, modify (including create derivative works) or transmit (including digital transmission of a sound recording) your Submission, in connection with the Site and the CRCSI business, including without limitation promoting and redistributing part or all of the Site or the CRCSI business, in any media formats and through any media channels now known or hereafter developed. You also grant CRCSI permission to publish and use your name, likeness and voice in connection with your Submission. In addition, by uploading a Submission to the Site, you hereby waive any rights of privacy or publicity. You also grant CRCSI the right to grant any of the above rights to other persons or entities, including for the purpose of promoting the Site or the CRCSI business, without any compensation or obligation to you. You also grant CRCSI the right and authority to send takedown notices

(on your behalf) related to your Submission to any individual or entity under the Digital Millennium Copyright Act.

CRCSI will not pay you for your Submission. You also understand and agree that CRCSI may, in its sole discretion, refuse, or remove part or all of your Submission from the Site at any time if CRCSI considers the Submission to be illegal, offensive, harassing, infringing, inappropriate or otherwise violates these Terms or other policies. For each Submission, you represent and warrant that you have all rights necessary for you to post or submit the Submission and to grant the licenses and permissions in this section and that you are solely responsible for the content of your Submission. Further, you represent and warrant that your Submission does not violate any law.

CRCSI reserves the right to review and monitor Submissions but is under no obligation to do so. In addition, CRCSI is not responsible for screening, monitoring or editing Submissions. However, we may monitor your Submissions and may disclose information about you, including the contents of such Submission, if we deem it necessary to: (1) conform to legal requirements or respond to legal process; (2) ensure your compliance with these Terms or other CRCSI guidelines or policies; or (3) protect the rights, property, or interests of CRCSI, its employees, its users, or the public.

6. Reviews or Content Posted by Others

CRCSI does not endorse or recommend any specific content, procedures, products, opinions, health care providers or any other material or information available on the Site. In addition, the health care providers featured on the Site are not employees or independent contractors of CRCSI and CRCSI does not make any warranties about the qualifications of the health care providers or the costs of the procedures or products featured on the Site.

7. Copyright Policy

If you believe that your Submission or any other work has been used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify CRCSI, Inc. at admin@crcsi.org or Copyright Agent, CRCSI, Inc., 100 New Salem Road, Uniontown, PA 15401. Provide all of the following in writing: (1) identify the copyrighted work you claim has been infringed or if multiple copyrighted works, then a representative list of such works on the website; (2) identify the material on the website that you claim is infringing and with enough detail so that we may locate the material; (3) provide a statement that you have a good faith belief that the use of the material on the website is not authorized by the copyright owner, its agent, or the law; (4) provide a statement declaring that the notification is accurate, and, under penalty of perjury, that you are the owner of the copyright interest involved or that you are authorized to act on behalf of the exclusive owner; (5) provide information reasonably sufficient to permit CRCSI to contact you, such as an address, telephone number, and email address; and (6) your physical or electronic signature.

Upon receipt of notice as described above, CRCSI will take whatever action, in its sole discretion, it deems appropriate, including removal of the alleged infringing material from the website.

8. Photograph/Video Policy

Health care providers must have consent from individuals and comply with all applicable laws (as well as the HCP Terms and [Privacy Policy](#)) before uploading, submitting or posting any photographs or videos of individuals on the Site. If a health care provider or other third-party has submitted, uploaded or posted a photograph or video of you on the Site and you want that photograph or video removed from the Site, please contact CRCSI at admin@crcsi.org. Please provide the following information about the photograph or video in order for CRCSI to be able to identify the photograph: (1) identify the photograph and provide CRCSI with enough detail about the photograph so CRCSI can locate it on the Site; (2) provide a statement that you have a good faith belief that the photograph is of you and was either not authorized to be uploaded, posted or submitted to CRCSI or your health care provider had permission to upload, post or submit the photograph but you no longer want the photograph displayed on the CRCSI Site; (3) provide a statement declaring that the notification is accurate, and, under penalty of perjury, that you are the person in the photograph or that you are authorized to act on behalf of the person in the photograph; (4) provide information reasonably sufficient to permit CRCSI to contact you, such as an address, telephone number, and email address and (5) your physical or electronic signature.

9. Links to Other Websites; Third Party Promotions

The Site may contain links to other websites maintained by third parties ("Third Party Website") or you may be able to log into the Site through a Third Party Website. Third Party Websites are not under the control of CRCSI and CRCSI does not endorse or assume any responsibility for the content, information or functionality of any Third Party Website. As a result, your access or use of any Third Party Website is at your own risk and these Terms, [Privacy Policy](#), and any other policies do not apply or govern any Third Party Website. You expressly relieve CRCSI of any and all liability related to the functionality, content or information contained on any Third Party Website. In addition, your dealings with or participation in promotions of third parties (including health care providers) found on the Site, including payment and delivery of goods or services or any other terms (such as warranties) are solely between you and the third parties. You agree that CRCSI shall not be responsible to you for any loss or damage of any kind relating to your dealings with such third parties.

10. CRCSI Intellectual Property Rights

CRCSI grants you a limited, personal, revocable, non-assignable and non-exclusive license to use the Site. CRCSI owns the text, photographs, videos, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software and all other elements and components of the Site ("CRCSI Content"), excluding your Submissions. CRCSI owns the copyrights, trademarks, service marks, trade names and other intellectual property and proprietary rights throughout the world associated with the CRCSI Content and the Site which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. You may not modify, reproduce, republish, frame, download, transmit, distribute, rent, lease, loan, sell, assign, license, sublicense, reverse engineer, disassemble, publicly display or create derivative works based on any of the CRCSI Content in whole or in part, or the Site except as expressly authorized in writing by CRCSI. In addition, CRCSI does not grant any express or implied rights in and to the Site or CRCSI Content, and all rights in and to the Site and the CRCSI Content, are retained by CRCSI.

11. CRCSI DISCLAIMS ALL WARRANTIES

CRCSI PROVIDES THE SITE, THE CRCSI CONTENT AND ALL INFORMATION, MATERIALS AND OTHER CONTENT AVAILABLE ON THE SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS "WITH ALL FAULTS." CRCSI DISCLAIMS ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS OR IMPLIED) AS WELL AS ANY GUARANTEES OR CONDITIONS RELATED TO THE SITE. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CRCSI DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT AND NON-INFRINGEMENT. CRCSI DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ANY ELECTRONIC COMMUNICATION FROM CRCSI WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR DEFECTS. IN ADDITION, CRCSI EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SEPARATE AGREEMENTS YOU MAY MAKE WITH HEALTH CARE PROVIDERS OR OTHER THIRD PARTIES AND YOU WILL LOOK SOLELY TO SUCH PERSONS AND/OR ENTITIES WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF SUCH AGREEMENTS. FURTHER, CRCSI DOES NOT REPRESENT OR WARRANT THAT THE SITE OR THE CONTENT AVAILABLE ON THE SITE WILL ASSIST YOU IN FINDING A SUITABLE HEALTH CARE PROVIDER OR FOR ANY OTHER PURPOSE. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK. WHILE CRCSI TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE CRCSI SITE, CRCSI DOES NOT GUARANTEE THAT THE CRCSI SITE CANNOT BE COMPROMISED.

12. LIABILITY LIMITATION; YOUR EXCLUSIVE REMEDY

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL CRCSI OR THE CRCSI PARTIES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED, TO LOSS PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE) ARISING OUT OF OR RELATING TO THE USE OF THE SITE EVEN IF CRCSI OR ANY OF THE CRCSI PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL CRCSI BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN BY A PARTY (INCLUDING, WITHOUT LIMITATION, BY ANY USER OR COMMUNITY MEMBER) IN RELIANCE ON ANY CONTENT OR OTHER INFORMATION ABOUT HEALTH CARE PROVIDERS OR PROCEDURES POSTED ON THE SITE. CRCSI SHALL NOT BE LIABLE FOR ANY DAMAGES, DELAYS, OR NON-PERFORMANCE CAUSED BY FACTORS OR ACTIVITIES BEYOND ITS REASONABLE CONTROL, INCLUDING DELAYS AND NONPERFORMANCE CAUSED BY VIRUSES, DENIAL OF SERVICE ATTACKS, OTHER ACTS OR OMISSION OF THIRD PARTIES, INTERNET SERVICE PROVIDER FAILURES, STRIKES, LOCKOUTS, WORK SLOWDOWNS OR STOPPAGES, ACCIDENTS, FIRES, TERRORISM, ACTS OF GOD, GOVERNMENT RESTRICTIONS, MECHANICAL, ELECTRONIC OR COMMUNICATIONS FAILURES, WAR OR INSURRECTION.

NOTWITHSTANDING ANYTHING IN THESE TERMS, THE AGGREGATE LIABILITY OF THE CRCSI PARTIES TO YOU IN CONNECTION WITH THE SITE (INCLUDING ANY THIRD PARTY CONTENT ON THE SITE) AND THESE TERMS WILL BE LIMITED TO THE AMOUNT, IF ANY, PAID BY YOU TO CRCSI FOR USE OF THE SITE IN THE SIX (6) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, EVEN IF CRCSI HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING TYPES OF LOSSES OR DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

13. Changes to the Site; Updates; Suspension of Your Use of the Site

We may change the Site or delete features of the Site at any time and for any reason without notice in our sole discretion. We are not obligated to provide maintenance, technical support or updates to you for the Site, but we may provide these in our discretion. We may terminate or suspend your use of the Site at any time in our discretion. Our termination or suspension may be without cause and/or without notice.

14. Jurisdiction

CRCSI controls and operates the Site from its offices in Uniontown, Pennsylvania in the United States and CRCSI does not represent that the Site, the Content, the CRCSI Content or the Submissions by either health care providers or community members, are appropriate, available or may be downloaded for use outside the United States. If you are located outside the United States and you use the Site and the Service, then you are responsible for complying with all of your local laws if and to the extent your local laws are applicable. These Terms and the Site are governed by United States federal law and the laws of the State of Pennsylvania, excluding any conflicts of law provisions. Accessing, browsing or otherwise using the Site means you hereby consent to the exclusive jurisdiction of the state and federal courts in Fayette County, Pennsylvania and you waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Fayette County, Pennsylvania.

15. Indemnification

You agree to indemnify and hold harmless CRCSI and the CRCSI Parties from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with: (a) your Submissions or any other Content you post or submit to or through the Site; (b) your use of the Site; (c) your conduct in connection with the Site or with other users of the Site, and; (d) any violation of these Terms, any other CRCSI policy or of any law or the rights of any third party.

16. Claim Must Be Filed Within One Year; Arbitration

Any dispute, claim or controversy arising out of or relating to these Terms, CRCSI or the Site or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms to arbitrate, shall be determined by final and binding arbitration as the sole and exclusive remedy for such controversy or dispute. Any claim shall be made by filing a demand for arbitration within one (1) year following the event first giving rise to the claim. The arbitration shall be held in Fayette County, Pennsylvania before one arbitrator. The arbitration shall be governed by the Federal Arbitration Act and the arbitration shall take place according to the rules of the American Arbitration Association. Judgment on the Award may be entered in any court having jurisdiction. Each party shall bear all of its own costs of arbitration except the fee for the arbitrator shall be equally split between the parties. The arbitrator shall not have the authority to modify these Terms or award punitive or exemplary damages to either party. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Seeking any such remedies shall not constitute a waiver of either party's right to compel arbitration.

17. Your Notices to Us

You may contact us by e-mail or postal mail. Your notices to us must be addressed as stated in the admin@crcsi.org or "[feedback](#)" area for the Site or by postal mail at the following address:

Chestnut Ridge Counseling Services, Inc. 100 New Salem Road Uniontown, PA 15401

18. Our Notices to You; Consent Regarding Electronic Information

This contract is in electronic form. There may be other information regarding the Site that the law requires us to send you. You agree that we may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may terminate your ability to use the Site. We may provide required information to you (1) by access to a CRCSI website that will be designated in an e-mail notice sent to you at the time the information is available, or (2) by access to a CRCSI website that will be generally designated in advance for this purpose. As long as you access and use the Site, you will have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the Site immediately.

19. CRCSI App

If you are accessing CRCSI from a mobile device using any CRCSI Mobile Application (collectively, the "CRCSI App"), then you agree to these Terms. In addition, CRCSI grants you the right to use the CRCSI App for your personal use only. You must comply with all applicable laws and third party terms when using the CRCSI App (e.g., your wireless data service agreement or Apple terms). The CRCSI App may not contain the same functionality as is available on the Site.

CRCSI retains and owns all right, title and interest in and to the CRCSI App, including, but not limited, to all rights under copyright, trademark, trade secret, patent and any other proprietary rights. You agree not to modify, adapt, translate, reverse engineer, create derivative works from, decompile, disassemble or otherwise remove any intellectual property notices from the CRCSI App.

Apple is not responsible for the CRCSI App or any content associated with the CRCSI App. Apple is not responsible for addressing any claims made by you regarding the CRCSI App or providing any maintenance or support services to you for the CRCSI App.

20. Miscellaneous

These Terms constitute the entire agreement between you and CRCSI regarding the use of the Site, and supersedes any prior agreements between you and CRCSI relating to your use of the Site. The failure of CRCSI to exercise or enforce any right or provision of these Terms or any prior version of these Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms is held invalid, the remainder of these Terms shall continue in full force and effect. If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the

California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814 or by telephone at (800) 952-5210. Sections 5, 12-20 shall survive the termination of these Terms.

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