

WEBSITE TERMS OF USE AND PRIVACY POLICY

The following TERMS OF USE AND PRIVACY POLICY is subject to change at any time and at the sole discretion of Encourage Counseling Services LLC (“Encourage Counseling Services LLC,” “we,” “us,” “our,” or “Company”) and <https://www.encouragecounselingservices.com/>. Please visit the site regularly for updates.

Terms of Use and Privacy Policy

Welcome to our Website! This Website is maintained as a service to our customers and clients. By using this Website, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this site.

1. Agreement.

This Agreement (the “Agreement”) specifies the Terms and Conditions for access to and use of <https://www.encouragecounselingservices.com/> (the “Website”) and describe the terms and conditions applicable to your access to and use of the Website. This Agreement may be modified at any time by Encourage Counseling Services LLC upon posting of the modified agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at <https://www.encouragecounselingservices.com/>. **Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.**

2. Intellectual Property Ownership.

(a) Our Content. All content included on the Website is and shall continue to be the property of Encourage Counseling Services LLC or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Website is prohibited without express permission by Encourage Counseling Services LLC. Under no circumstances shall you acquire any ownership rights or other interest in any content by or through your use of the Website. Other product and company names mentioned on this Website may be trademarks of their respective owners.

(b) Personal Use. Encourage Counseling Services LLC grants you a limited, revocable, nonexclusive license to use the Website solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the Website, reverse engineer or break into the Website,

or use materials, products or services in violation of any law. The use of the Website is at the discretion of Encourage Counseling Services LLC and Encourage Counseling Services LLC may terminate your use of the Website at any time.

(c) Other Uses. All other use of Content from the Website, including, but not limited to uploading, downloading, modification, publication, transmission, participation in the transfer or sale of, copying, reproduction, republishing, creation of derivative works from, distribution, performance, display, incorporation into another website, reproducing the Website (whether by linking, framing or any other method), or in any other way exploiting any of the Content, in whole or in part, is strictly prohibited without Encourage Counseling Services LLC prior express written consent.

3. Disclaimers.

(a) **DISCLAIMER OF WARRANTIES. THE INFORMATION ON THIS WEBSITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK. ENCOURAGE COUNSELING SERVICES LLC DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE WEBSITE SHALL BE TO DISCONTINUE USING THE WEBSITE. FURTHERMORE, ENCOURAGE COUNSELING SERVICES LLC DOES NOT WARRANT THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY LOCATION, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ENCOURAGE COUNSELING SERVICES LLC, ITS SUBSIDIARIES, VENDORS AND AFFILIATES DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIALS, AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE. USE OF THE WEBSITE'S SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEMS OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF SUCH INFORMATION OR MATERIAL.**

(b) **LIMITATION OF LIABILITY. ENCOURAGE COUNSELING SERVICES LLC SHALL NOT BE RESPONSIBLE OR LIABLE TO PROVIDERS OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE**

LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH ENCOURAGE COUNSELING SERVICES LLC OR THE WEBSITE, OR USE THEREOF, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE WEBSITE OR ANY SERVICES, OR INFORMATION PURCHASED, RECEIVED OR SOLD BY WAY OF THE WEBSITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ENCOURAGE COUNSELING SERVICES LLC HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS.

(c) IF THE FOREGOING LIMITATIONS OR THE LIMITATIONS WITHIN THE TERMS AND CONDITIONS OF USE ARE HELD TO BE UNENFORCEABLE, THE PROGRAM OPERATOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT TO ANY PERSON OR ENTITY SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY THAT PERSON OR ENTITY FOR THE PRODUCT, SERVICE, AND/OR SOFTWARE (LICENSE).

(d) Before participating in any medical program or using any medical products or services that may be described and/or made accessible in or through our Website, we strongly recommend that you consult with a physician or other healthcare provider. While some of Encourage Counseling Services LLC's staff may be professional care providers, Encourage Counseling Services LLC, its staff and its content providers are not rendering professional advice of any kind to you personally, including without limitation: medical, psychological, emotional, relationship or personal growth advice, counseling, therapy, treatment or coaching, but are merely providing general education and information to you about medical topics, unless otherwise agreed to in writing. You acknowledge and agree that when participating in any medical program or other activity or program described in our services there is the possibility of physical injury, emotional distress and/or death, and you assume the risk and responsibility for any such results. This Website and the services provided by Encourage Counseling Services LLC DO NOT necessarily create a doctor-patient or therapist-patient relationship. Information provided on this Website DOES NOT create a doctor-patient or healthcare practitioner-patient relationship between you and Encourage Counseling Services LLC or its practitioners.

(e) To the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any court located in Hennepin or Ramsey County, Minnesota, USA and you consent to exclusive jurisdiction and venue in such courts. Use of our Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Encourage Counseling Services LLC as a result of this agreement or use of the Website, products, and/or services. Our performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the right to comply with

governmental, court and law enforcement. If any provision is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. **YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING UNDER OR IN RELATION TO THIS AGREEMENT.**

(f) This Agreement shall be governed and construed in accordance with the laws of Minnesota, USA applicable to agreements made and to be performed in Minnesota, USA.

(g) Dispute Resolution, Attorneys' Fees. You agree that Minnesota law will govern this Agreement and that any action, suit, proceeding, or claim arising out of or related to this Agreement must be brought exclusively in federal or state courts located in Ramsey County, Minnesota. You hereby submit to the in personam jurisdiction and venue of such courts and waive any objection based on inconvenient forum. You agree to indemnify Encourage Counseling Services LLC for all of its reasonable attorneys' fees and costs incurred as a result of any action, suit, proceeding or claim brought by You or Encourage Counseling Services LLC in which Encourage Counseling Services LLC is found to be the prevailing party. **YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING UNDER OR IN RELATION TO THIS AGREEMENT.**

4. Miscellaneous.

(a) Prohibition Against Data Mining. You are prohibited from data mining, scraping, crawling, email harvesting or using any process or processes that send automated queries to the Encourage Counseling Services LLC Website. You may not use the Encourage Counseling Services LLC Website to compile a collection of listings, including a competing listing product or service. You may not use the Website or any materials for any unsolicited commercial e-mail.

(b) Intended Audience. The Website is intended for adults only. The Website is not intended for any children under the age of 18.

(c) Compliance with Laws. You agree to comply with all applicable laws regarding your use of the Website. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

(d) Indemnification. You agree to indemnify, defend and hold Encourage Counseling Services LLC and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Website.

(e) DMCA Notice. If you believe your work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information to our Copyright Agent:

- (1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (2) A description of the copyrighted work that you claim has been infringed;
- (3) A description of where the material that you claim is infringing is located on the Website;
- (4) Your address, telephone number, and e-mail address;
- (5) 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; and
- (6) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Website is Encourage Counseling Services LLC, who can be reached as follows:

By Mail: 606 8th Ave PO Box 458, Howard Lake, MN 55349

By e-mail: melanie@encouragecounselingservices.com

Copyright © 2021

(f) Links. These terms of use apply only to our Sites, and not to the Sites of any other companies or organizations, including those we link to. We do not maintain, create, endorse, or take any responsibility for the contents, advertising, products or other materials made available through any other site, including those we link to. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any content, goods or services available on any other site. Other Sites may link to our Sites by permission only. To seek our permission, you may contact us at the information above. We reserve the right to rescind any permission granted to you or any organization in which we approve linking to our Sites, and to require termination of any such link to any of the Sites, at our discretion at any time.

(g) Force Majeure. Encourage Counseling Services LLC shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war and

terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes, other disasters or any other reason where failure to perform is beyond the control of, and not caused by, the non-performing party.

5. Privacy

(a) Except as otherwise provided in this Policy, Encourage Counseling Services LLC does not collect personally identifiable information from individuals unless they provide it to Encourage Counseling Services LLC voluntarily and knowingly. The Encourage Counseling Services LLC only collects personal information for specific purposes such as responding to requests for information or to provide medical services. Encourage Counseling Services LLC will not sell or provide your information to unaffiliated companies for any purpose unrelated to the business of Encourage Counseling Services LLC. Except as provided herein, Encourage Counseling Services LLC will not disclose any information about you to unaffiliated companies or organizations without your consent, unless:

- (1) required by law;
- (2) we believe it necessary to respond to an inquiry or provide you with a service which you have requested;
- (3) to implement the terms of our medical services;

(b) Encourage Counseling Services LLC recognizes the trust you place in it when you give out personal information. In order to operate the Website or deliver medical services within the State of Minnesota, Encourage Counseling Services LLC may sometimes share your minimal personal information with a service provider under strictly confidential conditions in order to assist you in your medical matter. Encourage Counseling Services LLC will not otherwise disclose your personal information to anyone without your explicit consent.

6. Security

(a) Encourage Counseling Services LLC will take all reasonable steps to keep secure any information held about you, and to keep this information accurate and up-to-date. Any information you submit is stored on secure servers that are protected in controlled facilities. Encourage Counseling Services LLC and data processors respect the confidentiality of any personal information held by Encourage Counseling Services LLC. No data can be guaranteed to be 100% secure. Encourage Counseling Services LLC cannot give an absolute assurance that the information you provide will be secure at all times. Likewise, Internet, email and other electronic communication between you and Encourage Counseling Services LLC may be particularly susceptible to eavesdropping or unauthorized interception.

7. Cookies and Other Information

(a) To Encourage Counseling Services LLC's knowledge, Encourage Counseling Services LLC does not endorse, place or collect "cookies" on this web site for any reason. "Cookies" are small text files a Web site can use to recognize repeat users, facilitate the user's ongoing access to and use of the site and to track usage behavior of, for example, the Web pages you visit.

(b) While Encourage Counseling Services LLC does not participate, benefit, or condone such information gathering, Encourage Counseling Services LLC's web site software, web domain hosting service, or others in the chain of internet communication, may automatically collect Cookies and or other information and compile aggregate data for statistical purposes to improve content and services.

8. Access to Your Information

(a) If at any time you want to know exactly what personal information we hold about you or wish to change personal information that is inaccurate or out of date, please contact us and Encourage Counseling Services LLC will amend the records.

9. Viruses

(a) Encourage Counseling Services LLC uses appropriate commercially available anti-virus mechanisms to ensure that this Website does not contain or carry viruses. However, due to the rapidly developing nature of viruses and the Internet, it is strongly recommended that you employ anti-virus software when accessing the Encourage Counseling Services LLC' web site. Encourage Counseling Services LLC makes no warranty that the web site or its e-mail correspondence is free from such viruses.

We respect your privacy as well as the privacy of our clients. We know that many visitors to the website may be concerned about the information they may provide and how that information is used. The following is provided to address those concerns. If you have any questions about the this Policy, you may contact Encourage Counseling Services LLC or write to:

Encourage Counseling Services LLC
606 8th Ave PO Box 458
Howard Lake, MN 55349

We look forward to working with you.