

Focus on Integrated Treatment Program Terms of Use Agreement

1. Introduction for Authorized Users.

The following Terms of Use Agreement (“**Agreement**” and/or “**Terms**”) constitutes a binding contract between Hazelden Foundation (“**Hazelden**”) and you, an individual, referred to herein as “**you**” and “**your**.”

This Agreement concerns the rules, restrictions, and obligations concerning your use of a website on which Hazelden is providing, on a subscription basis, access to an online training program for mental health professionals and substance abuse counselors which focuses on the integrated treatment of co-occurring mental health and substance abuse disorders (“**Website**”). The program consists of multi-media modules covering topics that include screening and assessment, stage-wise treatment, motivational interviewing, supervision skill development, and sustainability of integrated treatment of co-occurring disorders, among other topics. The program is called Focus on Integrated Treatment (the “**N-FIT Program**”). Hazelden licenses various rights to the N-FIT Program from third parties, and the online distance learning platform through which Subscribers will access the N-FIT Program content is referred to herein as the “**Platform**” and is currently hosted by a third party (collectively, “**Hazelden’s Partners**”). Hazelden’s provision of access to the N-FIT Program via the Platform on the Website, including, but not limited to, any software, textual, graphic, film, audio, video, software, or multi-media content that are included N-FIT Program (collectively referred to herein as the “**Content**”), and including as well as any other selected and additional services are collectively referred to herein as the “**Services**.”

YOU SHOULD READ THESE TERMS CAREFULLY, because you will be required to indicate your understanding of and your affirmative agreement to the Terms of this Agreement before you will be able to use any of the Content or Services on the Website, *and because if you do not comply with and abide by this Agreement, your use of the Website may be suspended or terminated, and you may incur criminal liability and/or liability for, among other things, infringement of intellectual property.* If you disagree with one or more of these Terms or find them unacceptable in any way, you will not be able to access or use the Website. Hazelden and Hazelden’s Partners reserve the right, in their sole and absolute discretion, to change, modify, update, and interpret these Terms at any time, and you agree to be bound by those changes, modifications, updates and interpretations. You should therefore review these Terms periodically to familiarize yourself with any changes, modifications, updates and interpretations.

2. Access for Authorized Users Only. Your use of the Website requires a subscription (“**Subscription**”). You may have obtained a Subscription yourself or, in some cases, a Subscription may have been obtained on your behalf by your employer or the organization with which you are affiliated, but in all cases the person or entity obtaining the Subscription is referred to herein as the “**Subscriber**.” If you obtained your own Subscription, you must register properly in order to become an Authorized User. If

a Subscription has been obtained for you by your employer or organization, the Subscriber may have appointed a “**Subscription Administrator**” to manage the Subscription and to work with you in using the Services on the Website: the Subscription Administrator may facilitate your registration and provide you with Authorized User status.

3. License. Under and subject to this Agreement, Authorized Users are granted a non-exclusive, non-refundable, revocable, non-transferable, limited right to electronically access the Services on the Website, which Services specifically include all Content and access to the N-FIT Program via the Platform (“**License**”).

A. Obligations upon Registration. When you register to become an Authorized User, you agree to provide true, accurate, complete, and current contact and application information specifically pertaining to you (referred to hereinafter as “**Registration Data**”), and to maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You acknowledge and agree that if any Registration Data provided by you is untrue, inaccurate, uncurrent or incomplete, Hazelden and Hazelden’s Partners reserve the right, in their sole discretion, to refuse to grant you a License, or to suspend or terminate forever any License already granted to you.

(1). **Fees and Payment.** If you did not pay for your own Subscription, your Subscription Administrator will inform you, as part of the registration process, whether you are required to pay a fee in order to register and activate your License, and how such fee is to be paid.

B. Usernames and Passwords. You understand, acknowledge, and agree that you are solely responsible for ensuring the confidentiality of your username and password, and you agree not to disclose to any other person or entity your username and/or password or to otherwise share your License with any other person or entity. Further, you hereby agree not to lend, lease, license, sublicense, transfer, assign, sell, or resell your License, or your use of your username and password, or your access to the Services to any third party. You understand, acknowledge, and agree that you are solely responsible for maintaining the confidentiality of your username and password and for any and all uses of the Services conducted through your License, whether performed by you or by any other party. You must notify Hazelden or, if applicable, your Subscription Administrator, immediately of any breach of security, any unauthorized use of your account, or if you have reason to believe that your account is no longer secure.

C. Limitations on Your Access and Prohibited Uses. You hereby understand, acknowledge, and agree that you will not --

- (1). alter, modify, edit, amend, abridge, add to, delete from, adapt, repackage, or change any of the Services, the Content, the Platform, or the Website in whole or in part; and/or
- (2). remove any notices of copyright, any watermarking, or any other proprietary notices or language referring to Hazelden’s or

- Hazelden's Partners' ownership of the Services, the Content, the Platform, and the Website; and/or
- (3). copy, reproduce, publish, distribute, or redistribute any of the Services or the Content, in whole or in part, to any person who is not an Authorized User specifically covered by your Subscription or your Subscriber's Subscription; and/or
 - (4). sell, resell, lend, lease, license, sublicense, assign, or otherwise transfer or attempt to transfer the License, the Content, the Services, the Platform, the Website, any rights granted under this Agreement, or any Intellectual Property Rights of Hazelden or Hazelden's Partners (as defined in Section 10) to any other person or entity; and/or
 - (5). provide any other person or entity access to the License, the Content, the Services, the Platform, or the Website the Service by means of your username and/or your password; and/or
 - (6). lend, lease, license, sublicense, transfer, assign, sell, or resell your username(s) and password(s) to any other person or entity; and/or
 - (7). decompile, disassemble, translate or reverse engineer any portion of the Services, the Content, the Platform or the Website, or otherwise discover or duplicate any technology, routines, computer software, algorithms, methods or underlying ideas or design or user interface techniques included in any portion of the Services, the Content, the Platform, or the Website, or make or attempt to make any form of derivative work based on or including any of the Content or Services, in whole or in part; and/or
 - (8). make or attempt to make any commercial use or exploitation of any of the Content or Services, in whole or in part; and/or
 - (9). circumvent, disable or otherwise interfere with the security features of the Services, the Content, the Platform, or the Website or any features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services and/or the Content; and/or
 - (10). collect or harvest any personally identifiable information, including usernames and passwords, from the Website; and/or
 - (11). create multiple accounts by manual or automated means or under false or fraudulent pretenses; and/or
 - (12). create or transmit unwanted electronic communications such as "spam" to other Authorized Users of the Website or otherwise interfere with any other Authorized User's use of the Services; and/or
 - (13). transmit any viruses, worms, defects, Trojan horses or other code sequence or routines of a destructive nature on the Website; and/or
 - (14). use the Website or the Services to violate the security of any computer network, to crack passwords or security encryption codes, or to transfer or store illegal material; and/or

- (15). use any device, software or routine that interferes with the proper working of the Website, the Platform, and/or the Services; and/or
- (16). claim the Service or any of the Content as your property, your creation, or your work of authorship, in whole or in part; and/or
- (17). contest or dispute Hazelden's and/or Hazelden's Partners' ownership of all intellectual property rights in the Services, the Content, the Platform, and/or the Website, in whole and in part; and/or
- (18). use the Service and/or the Content, in whole or in part, after the termination date of your License; and/or
- (19). fail at any time to provide true, accurate, complete, and current Registration Data; and/or
- (20). use the Services, the Content, the Platform, and/or the Website, in whole or in part, in any manner not authorized by these Terms.

YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT ANY VIOLATION OF THE FOREGOING PROVISIONS 3.C.(1)-(20). MAY, IN HAZELDEN'S AND/OR HAZELDEN'S PARTNERS' SOLE DISCRETION AND JUDGMENT, SUBJECT YOU TO THE IMMEDIATE SUSPENSION OR TERMINATION OF YOUR LICENSE, AND MAY SUBJECT YOU TO CRIMINAL LIABILITY AND/OR LIABILITY FOR DAMAGES, COSTS, EXPENSES, OR FEES (INCLUDING ATTORNEY'S FEES) INCURRED BY HAZELDEN AND/OR HAZELDEN'S PARTNERS IN ENFORCING THEIR RIGHTS AGAINST YOU UNDER THIS AGREEMENT.

D. Term. The period of time in which you will be able to access the Website begins on the day you activate your License by consenting to this Agreement (“**Term**”). Unless terminated earlier, your License will expire upon the expiration of your Subscription. If your Subscription was obtained for you by your employer or organization, contact your Subscription Administrator with questions regarding the date of expiration of your License, the length of your Term, and any applicable renewal.

E. No Transfer of Rights. Subscriber understands and acknowledges that the Subscription granted herein is explicitly a license and not a sale or transfer of rights, and that the license consists solely of access to the Services. Hazelden and Hazelden's Partners retain all their respective ownership rights, including all Intellectual Property Rights (as defined in Section 10), to the Platform, the Services, the Content, and the Website.

4. Suspension. You understand, acknowledge, and agree that your Subscriber, and/or Hazelden, and/or Hazelden's Partners shall have the right, in their sole discretion and judgment, to suspend, immediately, with written notice to follow, your License and your access to the Website, in whole or in part, in the event of any breach or violation by you of any of the provisions of this Agreement.

5. Termination. You understand, acknowledge, and agree that your Subscriber, and/or Hazelden, and/or Hazelden's Partners shall have the right to terminate your License and your access to the Website at any time and for any reason by providing you with written notice of termination at least fourteen (14) days in advance of the Termination Date. Further, you understand, acknowledge, and agree that your Subscriber, Hazelden, and Hazelden's Partners shall have the right to terminate this Agreement immediately, with written notice to follow, upon any breach or violation by you of any of the Terms of this Agreement. If your Subscription was obtained for you by your employer or organization, you may terminate your License in accordance with the procedures and instructions provided for you by your Subscription Administrator.

6. Representations and Warranties. You represent and warrant the following in respect of this Agreement:

A. You have the necessary authority to enter into this Agreement; and

B. You shall cooperate with all of the instructions, rules, and procedures of your Subscription in all of your activities in regard to exercising your License and accessing the Website throughout the Term; and

C. You have provided and will continue to provide true, accurate, current, and complete Registration Data throughout the Term; and

D. You will respect and abide by all of your obligations under this Agreement, including your responsibilities under Section 3 of this Agreement, and perform your obligations under this Agreement diligently; and

E. You will comply with all laws and regulations applicable to this Agreement; and

F. You are not located or domiciled in the state of New York, you will not access the Website from within the state of New York, and you will not assist others to access the Website from within the state of New York.

7. Indemnification. You shall indemnify and hold harmless Hazelden and Hazelden's Partners, their officers, directors, employees, agents, and representatives from, and, at your expense, shall defend Hazelden against, any loss, damage or expense (including reasonable legal costs) that Hazelden and/or Hazelden's Partners incur or become liable for as a result of any breach by you of any of the Terms of this Agreement; any negligent, reckless or willful act or omission by you or your agents; any failure by you to comply with applicable laws in performing under this Agreement; any misuse by you of the Services, the Content, the Platform, or the Website; or, any claim made against Hazelden and/or Hazelden's Partners by any third party for which Hazelden and/or Hazelden's Partners are not liable under this Agreement, and which arises as a consequence of your use of the Services, the Content, the Platform, or the Website. You shall reimburse Hazelden and/or Hazelden's Partners for their expenses under this

Section as they are incurred. Hazelden and/or Hazelden's Partners shall have the right, at their own expense, to participate in the defense of any claim, action or proceeding against which they are indemnified hereunder. You, in the defense of any such claim, action, or proceeding arising under this Section shall not, except with the written consent of Hazelden and/or Hazelden's Partners, enter into any settlement which adversely affects Hazelden's rights or which does not include, as an unconditional term, a release granted to Hazelden and/or Hazelden's Partners of all liabilities in respect of such claim, action or proceeding.

8. Third-Party Components. You understand and agree that your use of any and all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by you or your Subscriber in conjunction with the Subscription are the sole and exclusive responsibility of you and your Subscriber, and that Hazelden and/or Hazelden's Partners have no responsibility for such third-party components, services, or your or your Subscriber's relationships with such third parties. Hazelden and/or Hazelden's Partners do not represent or warrant that the Services, including the Platform and the Content, are compatible with any specific third-party hardware or software. You agree that you shall at all times comply with the lawful terms and conditions of your and your Subscriber's agreements with such third parties. You and your Subscriber are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate the Subscription and to access and use the Platform on the Website. If your Subscription was obtained for you by your employer or organization, contact your Subscription Administrator if you have questions or concerns about third-party components.

9. Data. You understand, agree, and acknowledge that Hazelden and/or Hazelden's Partners may aggregate non-personally identifiable information and demographic data regarding Authorized Users, and their use of the Services, the Content, the Platform, and the Website ("**Data**"). Hazelden and/or Hazelden's Partners may use and retain this Data for any purpose, including improving or modifying the Services, without any compensation or royalty owed to you, your Subscriber or any other Authorized User.

10. Intellectual Property Rights Ownership. "Intellectual Property Rights" means any and all rights belonging to Hazelden and/or Hazelden's Partners and existing under patent law, copyright law, semiconductor chip protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trade marks, trade names, copyrightable works, and any confidential information. As between you, Hazelden, and Hazelden's Partners, Hazelden and Hazelden's Partners retain all their respective titles, interests, and ownership in the Services, the Content, the Platform, and the Website, and you understand and acknowledge that neither you nor your Subscriber nor any other Authorized User acquires any ownership in any Intellectual Property Rights regarding the Services, the Content, the Platform, or the Website under this Agreement.

11. Representations and Warranties of Hazelden. Hazelden represents and warrants:

A. That to the best of its knowledge the Services do not infringe any intellectual property rights of any third party; and

B. That it is authorized and has all authority necessary to enter into and perform under this Agreement, and that this Agreement constitutes a binding and enforceable agreement between you and Hazelden.

12. NO OTHER WARRANTIES. HAZELDEN'S AND HAZELDEN'S PARTNERS' REPRESENTATIONS AND WARRANTIES THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT ARE THE ONLY REPRESENTATIONS AND WARRANTIES PROVIDED BY HAZELDEN AND HAZELDEN'S PARTNERS WITH RESPECT TO ANY SERVICES, THE PLATFORM, THE CONTENT, THE WEBSITE, AND ANY OTHER ITEM OR SERVICE PROVIDED BY HAZELDEN AND/OR HAZELDEN'S PARTNERS. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUBJECT ONLY TO THE EXPRESS WARRANTIES PROVIDED UNDER THE AGREEMENT, ALL SERVICES, CONTENT, THE PLATFORM, THE WEBSITE, AND ANY OTHER ITEMS ARE PROVIDED ON AN "AS-IS," AND "AS-AVAILABLE" BASIS. HAZELDEN AND HAZELDEN'S PARTNERS EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; ANY WARRANTY REGARDING RESULTS OBTAINABLE OR TO BE OBTAINED BY SUBSCRIBER OR AN AUTHORIZED USER AS A RESULT OF PROVISION OR USE OF THE SERVICES; AND ANY WARRANTY OF UNINTERRUPTED OR ERROR-FREE OPERATION OF OR ACCESS TO THE HAZELDEN TECHNOLOGY AND MATERIALS OR PROVISION OF SERVICES. HAZELDEN AND HAZELDEN'S PARTNERS RESERVE THE RIGHT TO MODIFY AND OR REMOVE ANY PORTION OF THE SERVICES INCLUDING ANY CONTENT, AT ANY TIME, WITH OR WITHOUT NOTICE. NO ORAL OR WRITTEN INFORMATION BY HAZELDEN OR HAZELDEN'S PARTNERS OR ANY OTHER ENTITY OR PERSON SHALL CREATE ANY ADDITIONAL REPRESENTATION OR WARRANTY BY HAZELDEN OR HAZELDEN'S PARTNERS. HAZELDEN AND HAZELDEN'S PARTNERS DO NOT REPRESENT, WARRANT, OR GUARANTY TO SUBSCRIBER OR TO ANY AUTHORIZED USER ANY PARTICULAR RESULTS TO BE ACHIEVED AS A RESULT OF SUBSCRIBER'S OR YOUR RECEIVING THE SERVICES. HAZELDEN AND HAZELDEN'S PARTNERS ARE NOT LIABLE FOR ANY DAMAGES THAT YOU, YOUR SUBSCRIBER OR ITS OTHER AUTHORIZED USERS OR OTHER THIRD PARTIES MAY SUFFER ARISING OUT OF USE, DELAY IN PROVIDING, OR INABILITY TO USE, THE SERVICES. HAZELDEN AND HAZELDEN'S PARTNERS ARE NOT

LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF ANY OF YOUR, YOUR SUBSCRIBER'S OR ITS OTHER AUTHORIZED USERS' INFORMATION OR DATA.

13. PLATFORM DISCLAIMER. HAZELDEN AND HAZELDEN'S PARTNERS UNDERTAKE NO RESPONSIBILITY FOR, AND DISCLAIM ALL LIABILITY ARISING FROM, ANY INABILITY OF YOU, YOUR SUBSCRIBER OR ITS OTHER AUTHORIZED USERS TO ACCESS THE PLATFORM. HAZELDEN AND HAZELDEN'S PARTNERS PROVIDE ACCESS TO THE PLATFORM ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND MAKE NO REPRESENTATION, WARRANTY, PROMISE, OR GUARANTY THAT THE PLATFORM WILL BE AVAILABLE OR FULLY OPERATIVE AT ANY TIME OR ON AN UNINTERRUPTED OR ERROR-FREE BASIS. THE PLATFORM MAY CONTAIN ERRORS, GLITCHES, BUGS, OR OTHER DEFECTS, AND YOU AND YOUR SUBSCRIBER UNDERSTAND AND ACKNOWLEDGE THAT YOUR AND YOUR SUBSCRIBER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY IN THE EVENT OF YOUR OR YOUR SUBSCRIBER'S DISSATISFACTION WITH THE PLATFORM IS FOR YOU OR YOUR SUBSCRIBER TO NOTIFY HAZELDEN ABOUT ITS DISSATISFACTION WITH THE PLATFORM, IN WHICH CASE HAZELDEN WILL REVIEW THE COMPLAINT WITH HAZELDEN'S PARTNERS' SUBJECT MATTER EXPERTS, AND/OR TO STOP USING THE PLATFORM, AND/OR TO TERMINATE THE AGREEMENT AT THE END OF YOUR SUBSCRIPTION OR YOUR SUBSCRIBER'S TERM IN ACCORDANCE WITH THE TERMINATION PROVISION OF YOUR SUBSCRIPTION OR YOUR SUBSCRIBER'S SUBSCRIPTION AGREEMENT.

14. WEBSITE DISCLAIMER. HAZELDEN AND HAZELDEN'S PARTNERS UNDERTAKE NO RESPONSIBILITY FOR, AND DISCLAIM ALL LIABILITY ARISING FROM, ANY INABILITY OF YOU, YOUR SUBSCRIBER OR ITS OTHER AUTHORIZED USERS TO ACCESS THE WEBSITE. HAZELDEN AND HAZELDEN'S PARTNERS PROVIDE ACCESS TO THE WEBSITE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND MAKE NO REPRESENTATION, WARRANTY, PROMISE, OR GUARANTY THAT THE WEBSITE WILL BE AVAILABLE OR FULLY OPERATIVE AT ANY TIME OR ON AN UNINTERRUPTED OR ERROR-FREE BASIS. THE WEBSITE MAY CONTAIN ERRORS, GLITCHES, BUGS, OR OTHER DEFECTS, AND YOU AND YOUR SUBSCRIBER UNDERSTAND AND ACKNOWLEDGE THAT YOUR AND YOUR SUBSCRIBER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY IN THE EVENT OF YOUR OR YOUR SUBSCRIBER'S DISSATISFACTION WITH THE WEBSITE IS FOR YOU OR YOUR SUBSCRIBER TO NOTIFY HAZELDEN ABOUT ITS DISSATISFACTION WITH THE WEBSITE, IN WHICH CASE HAZELDEN WILL REVIEW THE COMPLAINT WITH HAZELDEN'S PARTNERS' SUBJECT MATTER EXPERTS, AND/OR TO STOP USING THE WEBSITE, AND/OR TO TERMINATE THE AGREEMENT AT THE END OF YOUR SUBSCRIPTION OR YOUR SUBSCRIBER'S TERM IN ACCORDANCE WITH THE TERMINATION

PROVISION OF YOUR SUBSCRIPTION OR YOUR SUBSCRIBER'S
SUBSCRIPTION AGREEMENT.

15. CONTENT DISCLAIMER. ALTHOUGH HAZELDEN AND HAZELDEN'S PARTNERS ATTEMPT TO PROVIDE HIGH QUALITY, ACADEMICALLY REVIEWED CONTENT VIA THE PLATFORM AS PART OF THE SERVICES, HAZELDEN AND HAZELDEN'S PARTNERS ARE NOT RESPONSIBLE FOR ANY PERCEIVED FALSE, MISLEADING, INCOMPLETE, INACCURATE, OR OTHERWISE DEFECTIVE CONTENT. CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND HAZELDEN AND HAZELDEN'S PARTNERS ARE NOT RESPONSIBLE FOR ANY RELIANCE UPON CONTENT BY YOU, YOUR SUBSCRIBER, ITS OTHER AUTHORIZED USERS, OR ANY THIRD PARTY. THE CONTENT MAY CONTAIN SUBMISSIONS BY THIRD PARTIES THAT MAY BE PERCEIVED AS FALSE OR MISLEADING OR MAY BE PERCEIVED TO HAVE OTHER DEFECTS, AND HAZELDEN AND HAZELDEN'S PARTNERS ARE NOT RESPONSIBLE FOR SUCH CONTENT. YOU AND YOUR SUBSCRIBER UNDERSTAND AND ACKNOWLEDGE THAT YOUR AND YOUR SUBSCRIBER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY IN THE EVENT OF SUBSCRIBER'S DISSATISFACTION WITH THE CONTENT IS FOR SUBSCRIBER TO NOTIFY HAZELDEN ABOUT ITS PERCEPTIONS OF THE CONTENT, IN WHICH CASE HAZELDEN WILL REVIEW THE COMPLAINT(S) WITH HAZELDEN'S PARTNERS' SUBJECT MATTER EXPERTS, AND OR TO STOP USING THE CONTENT, AND/OR TO TERMINATE THE AGREEMENT AT THE END OF YOUR SUBSCRIPTION OR YOUR SUBSCRIBER'S TERM IN ACCORDANCE WITH THE TERMINATION PROVISION OF YOUR SUBSCRIPTION OR YOUR SUBSCRIBER'S SUBSCRIPTION AGREEMENT.

16. LIMITATION OF LIABILITY FOR HAZELDEN AND HAZELDEN'S PARTNERS. IN NO EVENT WILL HAZELDEN'S LIABILITY OR THAT OF HAZELDEN'S PARTNERS UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES, THE PLATFORM, THE CONTENT, THE WEBSITE, OR ANY OTHER ITEMS OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CLAIM OR FORM OF ACTION, INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR PROFITS, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF HAZELDEN AND HAZELDEN'S PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. YOU AND YOUR SUBSCRIBER UNDERSTAND AND ACKNOWLEDGE THAT HAZELDEN'S AND HAZELDEN'S PARTNERS' MAXIMUM AGGREGATE LIABILITY TO YOU, YOUR SUBSCRIBER, OR ANY ENTITY WITH RIGHTS THROUGH YOUR SUBSCRIPTION OR YOUR SUBSCRIBER'S SUBSCRIPTION, UNDER OR RELATING TO THIS AGREEMENT UNDER THEORIES OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED AN AMOUNT, IN AGGREGATE, EQUAL TO THE FEES PAID BY YOU AND/OR

YOUR SUBSCRIBER IN THE TWELVE MONTHS PRIOR TO WHEN THE DAMAGES FIRST AROSE. YOU AND YOUR SUBSCRIBER UNDERSTAND AND AGREE THAT YOU OR YOUR SUBSCRIBER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR RELATIONS WITH ITS AUTHORIZED USERS, THAT NEITHER HAZELDEN NOR HAZELDEN'S PARTNERS SHALL BE LIABLE TO YOU OR ANY AUTHORIZED USERS UNDER ANY CIRCUMSTANCES, AND THAT YOU OR YOUR SUBSCRIBER HAS THE OPPORTUNITY TO ENTER INTO AGREEMENTS WITH AUTHORIZED USERS IN WHICH YOUR SUBSCRIBER DISCLAIMS WARRANTIES, OBTAINS APPROPRIATE CONSENTS, AND LIMITS LIABILITY, FOR ITSELF AND THIRD PARTIES.

17. No Use or Access in New York State. You understands and acknowledge that the circumstances of the funding of the N-FIT Program precludes its use by persons located or domiciled in the State of New York. Therefore, you represent that you are not located or domiciled in the state of New York, that you will not access the Services, the Content, the Platform, or the Website from within the State of New York, and that you will use your best reasonable efforts to prevent others from accessing the Services, the Content, the Platform, or the Website from within the State of New York.

18. Other Terms of Use that are Part of These Terms. These Terms include and wholly incorporate, in their entireties, the general Terms of Use of the Hazelden public Website, http://www.hazelden.org/web/public/terms_of_use.page the Hazelden Privacy Policy, http://www.hazelden.org/web/public/privacy_policy.page , and the Hazelden Privacy Practices Notice, <http://www.hazelden.org/web/public/privacyprac.page>. Further, these Terms incorporate any additional click-through license terms located at the log-in point on the Website.

19. General Provisions. You may not assign, transfer, or license this Agreement, in whole or in part, without Hazelden's prior written consent. Except as otherwise provided, all notices, authorizations, and requests in connection with this Agreement shall be in writing. This Agreement contains your entire understanding with Hazelden with respect to the subject matter and supersedes any and all prior oral or written proposals or understanding. No modification of this Agreement is binding unless in writing and signed by you, your Subscriber, and Hazelden. This Agreement shall be governed by and construed in accordance with the laws of Minnesota, and you hereby consent and absolutely agree to the jurisdiction of state and federal courts sitting in Minnesota for resolving any disputes arising under this Agreement which cannot be resolved by negotiations between you and Hazelden. If a particular provision of this Agreement is terminated or held by a court or competent jurisdiction to be invalid, illegal or unenforceable, the Agreement shall remain in full force and effect as to the remaining provisions. Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between you and Hazelden.

UPON CLICKING THE BOX BELOW, YOU EXPRESS YOUR UNDERSTANDING AND YOUR ACKNOWLEDGEMENT OF YOUR OBLIGATIONS UNDER THESE TERMS, AND YOUR CONSENT TO ABIDE BY ALL OF THE TERMS OF THIS AGREEMENT: --

I CONSENT