

Agreement between User and Autumn Behavioral Health Center

Welcome to www.autumntreatment.com. The www.autumntreatment.com website (the "Site") is comprised of various web pages operated by Autumn Behavioral Health Center ("ABHC"). www.autumntreatment.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.autumntreatment.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.autumntreatment.com is a Blog Site.

Psychiatry, Mental Health Counseling, medication management & Addiction Treatment Services

Privacy

Your use of www.autumntreatment.com is subject to ABHC's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.autumntreatment.com or sending emails to ABHC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

ABHC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.autumntreatment.com only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

www.autumntreatment.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of ABHC and ABHC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. ABHC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ABHC of the site or any association with its operators.

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No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.autumntreatment.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to ABHC that you will not use the Site for any purpose that is

unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of ABHC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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International Users

The Service is controlled, operated and administered by ABHC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the ABHC Content accessed through www.autumntreatment.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless ABHC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. ABHC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with ABHC in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's

award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Liability Disclaimer

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Termination/Access Restriction

ABHC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Ohio and you hereby consent to the exclusive jurisdiction and venue of courts in Ohio in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and ABHC as a result of this agreement or use of the Site. ABHC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of ABHC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by ABHC with respect to such use. If any part of this agreement 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.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and ABHC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and ABHC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

ABHC reserves the right, in its sole discretion, to change the Terms under which www.autumntreatment.com is offered. The most current version of the Terms will supersede all previous versions. ABHC encourages you to periodically review the Terms to stay informed of our updates.

Contact Information

ABHC welcomes your questions or comments regarding the Terms:

- Autumn Behavioral Health Center LLC
321 E. Court Street
Washington Court House, OH 43160
- [Email: clinic@autumntreatment.com](mailto:clinic@autumntreatment.com)
- [Contact: 614-219-9394](tel:614-219-9394)

SMS Terms and Conditions

SMS/MMS Consent and Terms

By providing your mobile phone number to Autumn Behavioral Health Center (“ABHC”), you consent to receive periodic SMS or MMS messages from us. These messages may include important updates, information, exclusive offers, promotions tailored to your interests, and other communications related to our products and services.

Providing Your Telephone Number and Notification Obligations

You affirm that the mobile number you have provided to us is accurate and current. You represent that you are the authorized subscriber or owner of any telephone number you provide. If there are any changes to your contact information, including changes to your telephone numbers, you agree to notify us immediately by sending an email to "your email" prior to the effect of the change.

Consent to Receive Automated Communications

By voluntarily providing your telephone number(s), you explicitly consent to receive recurring automated and not automated text messages from Autumn Behavioral Health Center (“ABHC”) regarding our products, services, offers, promotions, and your relationship with us. You acknowledge that consent to receive these messages is not a condition of purchase. Standard message and data rates may apply.

Opt-Out Instructions

To unsubscribe from our SMS/MMS messages at any time, you can text STOP, END, CANCEL, UNSUBSCRIBE, or QUIT in response to any message you receive from us. Additionally, you can send an email to "your email" specifying that you wish to opt out of text messages. You agree to receive a final message confirming your opt-out.

Assistance/Help

For help, text “HELP” to the number from which you’re receiving messages or email clinic@autumntreatment.com

Carrier Participation

Participating carriers in the United States include AT&T, T-Mobile®, Verizon Wireless, Sprint, Boost, U.S. Cellular®, MetroPCS®, InterOp, Cellcom, C Spire Wireless, Cricket, Virgin Mobile, among others. Not all carriers may support our SMS/MMS service. T-Mobile is not liable for delayed or undelivered messages.

Data Collection and Use

In connection with this SMS service, we may collect your mobile phone number, carrier's name, and the date, time, and content of your messages among other information you provide. This information may be used to contact you and to deliver the services you have requested from us.

Service Modifications and Termination

By subscribing or using the service, you acknowledge our right to modify or discontinue the service, with or without notice, at any time.

Indemnification

You agree to indemnify Autumn Behavioral Health Center ("ABHC") against any claims, including privacy, tort, or others, arising from your voluntary provision of a telephone number not owned by you, failure to notify us of changes in your telephone number, or related to the Federal Telephone Consumer Protection Act or state law equivalents. You agree to defend and hold us harmless from any claims, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from such issues.

Participation Requirements

By participating in this Service, you affirm that you are at least eighteen (18) years of age, possess a wireless device capable of two-way messaging, are a customer of a participating wireless carrier, and have a text messaging service. Compatibility of cell phone models with the service, text messaging capabilities, and service availability may vary by carrier.

Miscellaneous

You warrant and represent that you possess all necessary rights, powers, and authority to agree to these terms and perform your obligations hereunder, and that doing so does not conflict with any other agreement to which you are bound. If any provision of these terms is found to be unenforceable or invalid, that provision shall be limited or

eliminated to the minimum extent necessary so that these terms shall otherwise remain in full force and effect.

For questions or concerns, please contact Autumn Behavioral Health Center ("ABHC") at **clinic@autumntreatment.com** or by phone at 614.219.9394.

While Autumn Behavioral Health Center ("ABHC") does not charge for text messages you receive, your mobile provider's standard rates for text and data may apply. Contact your wireless provider for information about your text and data plan.