

TERMS OF USE

Last Updated: March 1, 2024

This Terms of Use Agreement (“Agreement”) constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“user” or “you”) and Oregon Counselors and Therapists, Tracie McDowell, LPC and their affiliates (collectively, “we” or “us” or “our”), concerning your access to and use of the www.oregoncounselorsandtherapists.com and the Oregon C&T Listserv as well as any other media form or media channel related or connected thereto (collectively, the “Listserv”).

The Listserv is hosted in the United States. We make no representation that the listserv is appropriate or available in other locations. The information provided on the Listserv is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Listserv from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Listserv. If you are a minor, you must have your parent or guardian read and agree to this Agreement prior to you using the Listserv. Persons under the age of 13 are not permitted to use the Listserv.

YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT BY CONTINUING TO USE THE WEBSITE. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, OR TO MODIFICATIONS THAT WE MAY MAKE TO THIS AGREEMENT IN THE FUTURE, DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS THE WEBSITE.

User Representations. By using the Listserv, you represent and warrant that: (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information (c) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use this Listserv; and (d) your use of the Listserv does not violate any applicable law or regulation. You also agree to: (e) provide true, accurate, current and complete information about yourself if prompted by the Listserv’s registration form; and (f) maintain and promptly update any registration data to keep it true, accurate, current and complete. If you provide any

information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to refuse any and all current or future use of the Listserv (or any portion thereof).

Submissions. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Listserv ("Submissions") provided by you to us are exclusively owned by us, and you hereby assign to us all right, title and interest in such Submissions, including all intellectual property rights therein.

Prohibited Activities. You may not access or use the Listserv for any other purpose other than that for which we make it available. The Listserv is for the personal use of users only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. Prohibited activity includes, but is not limited to: (a) criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets; (b) advertising to, or solicitation of, any user to buy or sell any products or services, unless authorized by Oregon C&T; (c) systematic retrieval of data or other content from the Listserv to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Oregon C&T; (d) making any unauthorized use of the Listserv, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses; (e) disguising the origin of any information or inquiry transmitted through the Listserv or using tools which anonymize your internet protocol address (e.g. anonymous proxy) to access the website; (f) engaging in unauthorized framing of or linking to the Listserv; (g) using any information obtained from the Listserv in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent; (h) tricking, defrauding or misleading Oregon C&T and other users; (i) making improper use of Oregon C&T's support services or submitting false reports of abuse or misconduct; (j) engaging in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots or similar data gathering and extraction tools; (k) interfering with, disrupting, or creating an undue burden on the Listserv or the networks or services connected to the Listserv; (l) attempting to impersonate another person by using their name and information to request services through the Listserv; (m) selling or otherwise transferring your profile; (n) using any information obtained from the Listserv in order to harass, abuse, or harm another person; (o) using the Listserv as part of any effort to compete with Oregon C&T or to

provide services as a service bureau; (p) deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Listserv; (q) attempting to bypass any measures of the Listserv designed to prevent or restrict access to the Listserv, or any portion of the Listserv; (r) harassing, annoying, intimidating or threatening any Oregon C&T employees or agents engaged in providing any services to you; (s) displaying an advertisement, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Listserv on behalf of that person, such as posting blogs or bulletins with a commercial purpose; (t) deleting the copyright or other proprietary rights notice from any contribution or Oregon C&T Content; (u) uploading or transmitting (or attempt to upload or to transmit) viruses, Trojan horses or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text) that interferes with any party's uninterrupted use and enjoyment of the Listserv or modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Listserv; (v) except as may be the result of standard search engine or Internet browser usage, using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Listserv, or using or launching any unauthorized script or other software; (w) disparaging, tarnishing, or otherwise harming, in our sole opinion, Oregon C&T and/or the Listserv; (x) using the Listserv to violate anti-trust laws, including, but not limited to, discussing your fees or rates with other providers, discussing your rates negotiated with insurance companies with other providers, discussing anything regarding rates with other providers including comparing percentages dropped from one panel or another, grouping together or colluding with someone else to the fact that you or others should leave a panel based on rates, or conspiring to fix prices or boycott insurance companies collectively; and (y) using the Listserv in a manner inconsistent with any and all applicable laws and regulations.

Intellectual Property Rights. The content on the Listserv ("Listserv Content") and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to Oregon C&T and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Listserv Content includes, without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics. All Oregon C&T graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of Oregon C&T in the U.S. and/or other countries. Oregon C&T's trademarks and trade dress may not be used, including as

part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of us.

Website Management. Oregon C&T reserves the right but does not have the obligation to: (a) monitor the Listserv for violations of this Agreement; (b) take appropriate legal action against anyone who, in our sole discretion, violates this Agreement, including without limitation, reporting such user to law enforcement authorities; (c) in our sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's contribution or any portion thereof that may violate this Agreement or any Oregon C&T policy; and (d) otherwise manage the Listserv in a manner designed to protect the rights and property of Oregon C&T and others and to facilitate the proper functioning of the Listserv.

Privacy Policy. We care about the privacy of our users. Please review our Privacy Policy [here](#). By using the Listserv, you are consenting to the terms of Privacy Policy and to the transfer and processing of your personal data transferred in the United States.

Term and Termination. This Agreement shall remain in full force and effect while you use the Listserv or are otherwise a user or member of the Listserv, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings. WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE LISTSERV, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE LISTSERV, DELETE YOUR PROFILE AND ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION. In order to protect the integrity of the Listserv, we reserve the right at any time in its sole discretion to block certain IP addresses from accessing the Listserv. Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes. YOU UNDERSTAND THAT CERTAIN STATES ALLOW YOU TO CANCEL THIS

AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF OREGON C&T'S THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL, EMAIL AN OREGON C&T REPRESENTATIVE USING THE CONTACT INFORMATION LISTING BELOW IN THIS AGREEMENT. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN STATES WITH SUCH LAWS.

Modifications. Oregon C&T may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Listserv and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you use the Listserv after any such modification becomes effective. We may also, in our discretion, choose to alert all users with whom it maintains email information of such modifications by means of an email to their most recently provided email address. It is therefore important that you regularly review this Agreement and keep your contact information current in your account settings to ensure you are informed of changes. You agree that you will periodically check the Listserv for updates to this Agreement and you will read the messages we send you to inform you of any changes. Modifications to this Agreement shall be effective after posting. Additionally, modifications made to this Agreement applicable to dispute resolution shall not apply to disputes arising prior to the effective date of the modification.

Disputes. All questions of law, rights, and remedies regarding any act, event or occurrence undertaken pursuant or relating to this Listserv shall be governed and construed by the law of the State of Oregon, excluding such state's conflicts of law rules. Any legal action of whatever nature by or against Oregon C&T arising out of or related in any respect to this Listserv shall be brought solely in either the applicable federal or state courts located in or with jurisdiction over Clackamas County, Oregon; subject, however, to the right of Oregon C&T, in our sole discretion, to bring an action to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third party rights (or any similar cause of action) in any applicable court in any jurisdiction where jurisdiction exists with regard to a user. You hereby consent to (and waive any challenge or objection to) personal jurisdiction and venue in the above-referenced courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. In no event shall any claim, action or proceeding by you related in any way

to the Listserv (including your visit to or use of the Listserv) be instituted more than two (2) years after the cause of action arose.

Corrections. Occasionally there may be information on the Listserv that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

Disclaimers. YOU AGREE THAT YOUR USE OF THE Listserv WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, OREGON C&T, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE LISTSERV AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OREGON C&T MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE LISTSERV'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS LISTSERV AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR LISTSERV; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE LISTSERV; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE LISTSERV BY ANY THIRD PARTY, AND/OR; (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE LISTSERV. OREGON C&T DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE LISTSERV OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND OREGON C&T WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY

TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Limitations of Liability. IN NO EVENT SHALL OREGON C&T OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE LISTSERV, EVEN IF OREGON C&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OREGON C&T'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$50.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Indemnity. You agree to defend, indemnify and hold Oregon C&T, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your contributions, use of the Listserv, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, Oregon C&T reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Oregon C&T, and you agree to cooperate, at your expense, with our defense of such claims. We will use

reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Notices. Except as explicitly stated otherwise, any notices given to Oregon C&T shall be given by email to the address set forth below. Any notices given to you shall be given to the email address you provided during the registration process, or such other address as each party may specify. Notice shall be deemed to be given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail or discussion forum postings.

Miscellaneous. This Agreement constitutes the entire agreement between you and Oregon C&T regarding the use of the Listserv. The failure of us to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. This Agreement and your account may not be assigned by you without our express written consent. Oregon C&T may assign any or all of its rights and obligations to others at any time. Oregon C&T shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond Oregon C&T's reasonable control. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. Upon our request, you will furnish us any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

Contact Us. To resolve a complaint regarding the Listserv or to receive further information regarding use of the Listserv: owner@oregoncounselorsandtherapists.com.