Glimmer, LLC Terms of Use

Last Updated June 3, 2020

Glimmer, LLC (“Glimmer”) is an online community targeted towards creating a safe and empowering space where womxn and LGBTQ+ individuals can be connected to personalized and unique therapy services (the “Solution”). This is an agreement (“Agreement”) between Glimmer, and any person or entity (“you”, “your”, or “User”) who downloads, accesses, views, or otherwise uses Glimmer’s website and related content and/or services (the “Site”). Glimmer and User are collectively referred to as the “parties.” The disclaimers and terms of use in this Agreement are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application disclosed by Glimmer or its partners or affiliates, including through additional processes or other means, and shall be incorporated by reference. The Site is www.weglimmer.com.

1. **Applicability.** By accessing and using the Site, You agree to be bound by each of these Terms of Use. You agree to comply with all applicable laws and regulations governing the Site. If you do not agree with any of the Terms of Use, you are not authorized to access or use the Site for any purpose.

2. **Use of the Site.** Glimmer grants you permission to use the Site for your personal, non-commercial purposes. Your use of the Site is further limited as follows:

   • You agree not to use the Site for unlawful purposes, and you agree to comply with all applicable laws, rules and regulations while using the Site.
   • You agree not to use the Site for any commercial purposes, including any advertisement, commercial solicitation or promotion of any specific goods or services.
   • You may not distribute, modify, copy (except as set forth in these Terms of Use), transmit, display, reuse, reproduce, publish, license, create derivative works from, transfer, translate, sell, reverse engineer, decompile or disassemble, or otherwise use the Site, service or the content, except as specifically authorized in the Terms of Use, without Glimmer’s written permission.
   • You agree not to incorporate any code into the code of the Site or to use the Site to post or transmit any virus, worm, Trojan Horse, time bomb, spyware, bot, tracking device, screen scraping software or other computer code, file or program that is harmful or invasive or that may or is intended to damage or hijack the operation of, or to monitor the use or operation of the Site or any user of the Site.

3. **Users of the Solution contract for services directly with Third Party Practitioners.** Glimmer does not provide the mental health services or any therapy services directly. The Solution is a communications platform for enabling connections between Users, Glimmer, and/or third-party individual providers (the “Third Party Practitioners”). The Third Party Practitioners have been interviewed by Glimmer to ascertain that they align with Glimmer’s values. Delivery of the mental health services
and therapy services can be made by telephone, videophone, or text messaging. When a User is connected with a Third Party Practitioner, the Third Party Practitioner is acting on the Third Party Practitioner’s sole behalf and is not an employee, representative or agent of Glimmer. Glimmer does not interfere, validate or control a Third Party Practitioner’s offered services. Accordingly, please consider carefully before you agree to a Third Party Practitioner’s offered services. Glimmer does not have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of any services provided by Third Party Practitioners, nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Third Party Practitioner. Glimmer does not provide any background checks or additional vetting. Glimmer makes no representations about the suitability, reliability, timeliness, or accuracy of the services requested and provided by Third Party Practitioners identified through the Solution whether in public, private, online, or offline interactions. NEITHER GLIMMER NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY THIRD PARTY PRACTITIONER OR USER OF THE SOLUTION. GLIMMER AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SOLUTION.

4. **Medical Advice.** Glimmer does not provide any medical advice. Glimmer’s Site cannot and is not intended to replace the relationship that you have with your healthcare professionals. You should never disregard, avoid, or delay obtaining medical advice from your primary doctor or other qualified healthcare provider; solely because of information you read on the Site. Nothing contained in these services or Terms of Use should be construed, directly or indirectly, as the practice of medicine or dispensing of medical services by Glimmer. THE SOLUTION AND END SERVICES ACCESSED THROUGH GLIMMER ARE NOT DESIGNED, INTENDED OR APPROPRIATE TO ADDRESS EMERGENCY OR LIFE-THREATENING MEDICAL CONDITIONS AND SHOULD NOT BE USED IN THOSE CIRCUMSTANCES.

**IF YOU BELIEVE THAT YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911 OR GO DIRECTLY TO A HOSPITAL EMERGENCY ROOM. IF YOU HAVE THOUGHTS OF SUICIDE OR SELF-HARM, CONTACT THE NATIONAL SUICIDE PREVENTION LINE AT 1-800-273-8255.**

5. **Your Information.** Our Privacy Policy is how we handle the information you provide to us when You use the Site. You understand that through your use of the Site you consent to the collection and use (as set forth in the Privacy Policy) of this information.

6. **Changes in Terms of Use.** Glimmer reserves the right to modify these Terms of Use at any time. Glimmer will notify you of any change to these Terms of Use. Your use of the Site following any such notice constitutes your agreement to follow and be bound by the
Terms of Use as modified. We may add to, update, delete from or modify our Site at any time in our sole discretion.

7. **Intellectual Property.** Subject to the limited license granted herein, Glimmer reserves all right, title and interest in all content in the Site. If you violate any portion of the Terms of Use, any licenses granted under these Terms of Use is revoked, and all content in your possession must be deleted or destroyed. With the exception of the personal use described above, no content may be reverse-engineered, decompiled, disassembled, reproduced, retransmitted in any form or by any means (electrical, mechanical, photo reproduction, recordation or otherwise), stored in a retrieval system, translated into a computer language or other language, transcribed, resold, or redistributed without prior express written consent by Glimmer.

8. **Disclaimer of Warranties.** YOU AGREE TO ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, THE SERVICE AND THE CONTENT. Glimmer makes no express or implied warranties, representations or endorsements whatsoever with respect to the Site, the solution, end services or the content. Glimmer expressly disclaims all warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with regard to the Site, the solution and the content. Glimmer does not warrant that the functions performed by the Site or the solution will be uninterrupted, timely, secure or error-free, free of viruses or other malicious code, or that defects in the Site or the solutions will be corrected. Glimmer does not warrant the accuracy, currency or completeness of the content, or that any errors in the content will be corrected. The Site, the solution and the content are provided on an "AS IS" and "AS AVAILABLE" basis.

9. **Limitation of Liability.** YOU UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL Glimmer BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, THE SOLUTION, OR THE CONTENT, EVEN IF Glimmer HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, THE SOLUTION, THE CONTENT OR THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. Glimmer is not liable to you or any other person for any decision made or action taken in reliance upon information or content displayed or provided in this site. Glimmer is not liable to you or any other person for any harm caused by the use of the Site. Because some states do not allow
10. **Indemnification.** You understand and agree that you are personally responsible for what information you input on the Site and how you use the Site. You agree to indemnify, defend and hold harmless Glimmer, its subsidiaries, affiliated companies, joint ventures, business partners, providers, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use of or inability to use the Site, any violation by you of these Terms of Use, or any activity related to your user account (including negligent or wrongful conduct) by you or any other person accessing the Site through your user account.

11. **Errors and Inaccuracies.** The content and any other information in the Site may contain typographical errors or other errors or inaccuracies and may not be complete or current. Glimmer reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. Glimmer does not, however, guarantee that any errors, inaccuracies or omissions will be corrected. Glimmer reserves the right to refuse to provide services that are based on inaccurate or erroneous information on the Site, including, without limitation, incorrect or out-of-date information regarding pricing or for any other lawful reason.

12. **Links to Third Party Apps.** As a convenience to Site Users, Glimmer may provide hypertext links to third-party website. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by Glimmer of the third party, the third-party website, or the information contained therein. You acknowledge and agree that Glimmer is not responsible for the availability of any such website, and that Glimmer does not endorse or warrant, and is not responsible or liable for, any such website, its content, its privacy policy or practices, or the acts or omissions of its operators. Your use of the third-party web Site may be subject to different terms and conditions.

13. **Advertisements.** Glimmer may display advertisements from third parties on the Site. Such advertisements do not constitute or imply an endorsement, sponsorship or recommendation by Glimmer of the third party, the third-party advertisement or the information contained therein. You acknowledge and agree that Glimmer is not responsible for the availability of any product, service, third party site or anything displayed in the advertisement, and that Glimmer does not endorse or warrant, and is not responsible or liable for, any such advertisement, its content, or the privacy policy, practices or acts or omissions of the third party associated with the advertisement.

14. **Termination.** We may suspend or terminate your use of the Site at any time, for any reason or for no reason. We may also block you access to the Site in the event that (a) you breach these Terms of Use; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users, or Glimmer. After such termination, Glimmer
will have no further obligation to provide You any services, except to the extent we are obligated to provide you access to your personal information.

15. **Entire Agreement.** Together with the additional terms and conditions applicable to specific areas of the Site or to particular transactions, these Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by Glimmer of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

16. **Choice of Law.** This Agreement is made and delivered in, and shall be construed in accordance with the substantive laws of the State of New York without regard to conflict of law principles, convenes.

If you have any questions about these Terms of Use, the Site, or its content, you may contact us by sending an email to: team@weglimmer.com