

Provider Terms of Service

This Provider Terms of Service (this "Agreement") is by and between Mind and Match Solutions, Inc. ("Mind & Match", "us", or "we") and you ("Provider" or "you"). We offer an online platform that allows healthcare provider to join the Mind & Match network, manage their participation, etc. (the "Website") and other services (together with the Website, the "Service"). By registering a provider account ("Account") with Mind & Match, you agree to this Agreement and create a legally binding agreement between you and Provider.

Please read this Agreement carefully before you start using the Service. By using the Service, you agree to be bound and abide by this Agreement and our Privacy Policy [here](#), incorporated herein by reference. If at any time you do not agree to these Provider Terms, you must immediately discontinue your use of Mind & Match as a Provider.

If you have any questions about this Agreement, feel free to contact us at providers@mindandmatch.com

1. Background and Purpose; Services

Mind & Match provides Providers with the ability to be part of its directory and obtain access to the Service. The Service includes:

Access to Mind & Match online portal.

Ability to connect with potential clients.

Because our Service is evolving over time, we may change or discontinue all or any part of the Service, at any time and without notice, at our sole discretion. We may change any of this Agreement by posting on the Website. Unless you close your Account, the revised Agreement will be effective immediately upon posting on the effective date indicated in this Agreement, as applicable, and apply to any continued or new use of the Service.

While Mind & Match connects potential clients with providers, the decision of a provider and a client to connect and initiate patient treatment is solely within the discretion of the Provider and the client. Mind & Match solely connects you with potential clients but beyond that Mind & Match cannot provide any guarantees as to your ability to initiate treatment with potential clients. Mind & Match cannot make any medical or treatment decisions or guarantees. Furthermore, Mind & Match cannot guarantee any level of business from any client or from the Service. Unless you are treating clients through Mind & Match Wisconsin, S.C. (the "Practice"), scheduling, billing, payment and collection for your services is your responsibility; we do not bill clients for your services. We may provide tools for you to perform any of the foregoing, however all such actions and outcomes are your responsibility.

By using the Service, you agree that you are not an employee of Mind & Match and that Mind & Match is not required to provide you with workers' compensation, unemployment insurance or disability benefits, medical malpractice insurance, minimum wage or overtime pay,

or any other employee wages or benefits. We reserve the right, but are not obligated, to perform a background check, either ourselves or through third party service providers, in determining whether to grant you access to the Service as a Provider. If Mind & Match requests that you execute a consent for a background check, and you refuse to do so, we may immediately cease provision of the Service to you.

2. Policy Adherence and Consents

You understand and agree that adherence to Mind & Match's policies and procedures is necessary to receive the Service. We may modify Mind & Match's policies and procedures at any time, in our sole discretion. We will notify you of any changes to the same. If you do not agree to be bound by any modifications to Mind & Match's policies and procedures, then you may not use the Service any longer and this Agreement shall terminate.

3. Eligibility and Registration

You may only use the Service if you are 18 years of age and older, a licensed mental health professional in the jurisdiction(s) in which you provide clinical services, and if you have valid certifications, as applicable, and professional liability insurance.

As part of the registration process for the Service, you may be requested to answer questions, and you may need to speak to a representative of Mind & Match.

4. Account and security

You are responsible for keeping your Account name and password confidential. You are also responsible for any Account that you have access to and any activity occurring in such account, whether or not you authorized that activity, except for activity that Mind & Match is directly responsible for that isn't performed in accordance with your instructions. You must immediately notify us of any unauthorized access or use of your Account. We're not responsible for any losses due to stolen or hacked passwords. We don't have access to your current password, and for security reasons, we may only provide you with instructions on how to reset your password.

5. Accurate information

You represent and warrant that all information you provide to us when you establish an Account, and when you access and use the Service, is and will remain complete and accurate. We have the right to update any of your Account information for contact purposes.

6. NO REFERRAL SERVICE

Mind & Match is not a referral service and Mind & Match does not receive fees from providers or clients for connecting them, as applicable. The Service and Mind & Match's Website DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, PROFESSIONAL, PSYCHOTHERAPY, COUNSELING, MEDICAL OR HEALTH ADVICE OR OPINION OF

ANY KIND AND THE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL OR MEDICAL ADVICE, OPINION, DIAGNOSIS OR TREATMENT OF ANY KIND. THE INFORMATION MADE AVAILABLE ON OR THROUGH THE SERVICES SHOULD NOT BE RELIED UPON WHEN MAKING MEDICAL DECISIONS, OR TO DIAGNOSE OR TREAT A MEDICAL OR HEALTH CONDITION. YOUR USE OF THE SERVICE DOES NOT CREATE A DOCTOR-PATIENT OR THERAPIST-CLIENT RELATIONSHIP BETWEEN MIND & MATCH AND ANY PERSONS. YOUR THERAPIST-CLIENT RELATIONSHIP IS BETWEEN YOU AND YOUR CLIENT ONLY.

7. Content within the Platform

From time to time we may collect feedback, issue surveys, and request input from clients via the Service.

Provider agrees not to post, upload, publish, submit or transmit any content on the Service or through the Service that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give Mind & Match exposure to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.

8. Third Party Services

If Mind & Match provides links to outside resources and services, Mind & Match is doing so only as a convenience and not as an endorsement or statement of the accuracy of any third-party websites, resources and services. It is the Provider's responsibility to ensure that any third-party resources used in the Provider's work are accurate.

9. Third Party Apps

Company may, in its sole discretion, partner with third-party vendors to provide Platform functionality that it deems necessary or useful. Company's use and transfer of information received from Google APIs to any other app will adhere to Google API Services User Data Policy, including the Limited Use requirements.

10. Privacy Policy and HIPAA Compliance

As a condition of using the Service, you agree to comply with our privacy policy, located on our website [here](#), which may be updated from time to time. If you are regulated as a covered entity under the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations, all as amended (collectively, "HIPAA"), you will comply with all applicable HIPAA requirements as well as applicable state law related to your use of the Service.

11. Term and Termination

This Agreement will commence on the date you open an Account and agree to this Agreement. This Agreement shall continue unless otherwise terminated as provided for herein. Mind & Match may terminate your access to and use of the Service, at our sole discretion, at any time and without notice to you, including immediately for any violation of a Mind & Match policy or for any breach of a consent or representation made to Mind & Match. You may cancel your account at any time on thirty (30) days written notice by sending an email to us at providers@mindandmatch.com. If you are solely treating clients through the Practice, this Agreement shall automatically terminate upon the termination of your engagement with the Practice.

12. Assumption of Risk and Indemnity

YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING THE SERVICE. MIND & MATCH MAKES NO CLAIMS OR ASSURANCES AS TO THE EFFICACY, DESIRABILITY OR APPROPRIATENESS OF MENTAL HEALTH SERVICES FOR ANY PERSON OR ANY OF YOUR CLIENTS. YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY MIND & MATCH AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS, AFFILIATED ENTITIES AND ASSIGNS, FROM AND AGAINST ANY CLAIMS, DISPUTES, DEMANDS, LIABILITIES, DAMAGES, LOSSES, AND COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT CONTAINED THEREON.

You will defend, indemnify and hold Mind & Match and their respective subsidiaries, affiliates, officers, employees, agents (collectively, the "Mind & Match Parties") harmless from and against all claims, damages, liabilities, losses, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from: (a) your breach of this Agreement; (b) your use of the Service; (c) your alleged violation of any statute, ordinance, or regulation; or (d) any action by a third party or a recipient of your therapy against Mind & Match Parties that is based on (i) your provision of services; or (ii) any of your acts or omissions that results in personal injury, emotional distress, death, or tangible or intangible property damage (including loss of use).

13. Limitation of Liability

NEITHER MIND & MATCH NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE OR ANY CONTENT RELATED THERETO WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICE OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MIND & MATCH HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

MIND & MATCH EXPRESSLY DISCLAIMS LIABILITY FOR ANY MEDICAL, LEGAL AND ANY OTHER MALPRACTICE DAMAGE CLAIMS OR AWARDS, PAIN AND SUFFERING, PERSONAL INJURY/WRONGFUL DEATH, LOSS OF INCOME, LOSS OF CONSORTIUM, MEDICAL BILLS, OR ANY OTHER LOSS BY ANY CLIENT OR MEMBER ARISING FROM OR RELATED TO YOUR USE OF THE SERVICES.

THE ASSUMPTION OF RISK AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MIND & MATCH AND YOU.

14. Confidential Information

For purposes of this Agreement, "Confidential Information" means and will include any information, materials or knowledge regarding Mind & Match and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to you or to which you have access in connection with the Service. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of you; (b) was rightfully in your possession at the time of disclosure, without restriction as to use or disclosure; or (c) you rightfully receive from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. You agree to hold all Confidential Information in strict confidence and not to disclose it to others. You further agree to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.

15. Proprietary rights and limited license

We own all proprietary rights in the Service and Website, including, but not limited to, patents, trademarks, service marks, trade secrets, copyrights, and other intellectual property rights. You will respect our proprietary rights in the Service and Website.

You are hereby granted a limited, revocable, nonexclusive, nontransferable, nonassignable, non-sublicensable, "as-is" license to access and use the Service and related content for your own personal, non-commercial use; provided, however, that such license is subject to this Agreement and does not include any right to (i) sell, resell, or use commercially the Service, (ii) distribute, publicly perform, or publicly display any content, (iii) modify or otherwise make any derivative uses of the Service, or any portion thereof, (iv) use any data mining, robots, or similar data gathering or extraction methods, (v) download (other than page caching) any portion of the Service, except as expressly permitted by us, and (vi) use the Service other than for their intended purposes.

16. Compliance with laws

You represent and warrant that your use of the Service will comply with all applicable laws and regulations. If you collect any personal information pertaining to a minor and store such

information within your Account, you represent and warrant that you do so lawfully according to the applicable laws of the jurisdiction in which the minor lives.

17. Dispute Resolution

A. Agreement to Arbitrate

You and Mind & Match agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Service (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “IP Protection Action”). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in Boston, Massachusetts and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You agree that you and Mind & Match are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Mind & Match otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

B. Arbitration Rules

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

C. Arbitration Location

Unless you and Mind & Match otherwise agree, the arbitration will be conducted in Boston, Massachusetts.

D. Arbitrator’s Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award of damages must be consistent with the

terms of the “Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. Mind & Match will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.

E. Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

18. General Terms

This Agreement constitutes the entire and exclusive understanding and agreement between Mind & Match and you regarding the Service, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Mind & Match and you regarding the Service. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

You may not assign or transfer this Agreement, by operation of law or otherwise, without Mind & Match’s prior written consent. Mind & Match may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Mind & Match under this Agreement will be given by Mind & Match via email to the email address you provide upon registration. The date of receipt will be deemed the date on which such notice is transmitted.

Mind & Match’s failure to enforce any right or provision of this Agreement will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Mind & Match. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

19. Contact Information

If you have any questions about this Agreement or the Services, please contact Mind & Match at providers@mindandmatch.com