

RENEW PERSPECTIVES, LICENSED CLINICAL SOCIAL WORKER, P.C.
TERMS OF USE & PRIVACY POLICY

PRIVACY POLICY

This Privacy Policy addresses the practices of Renew Perspectives regarding information collected from users of Renew Perspectives's website (or "the Site") located at <http://renewperspectives.org>, and only addresses information collected directly through or from the Site. This Privacy Policy does not address or govern any information gathering, use, or dissemination practices related to information collected from the user (sometimes referred to as "you" or "your") through non-Site-related means such as from telephone, facsimile, postal mail, personal delivery, email, social media or other or additional means or media.

1. Collection of Personal Information from Users. Except as specifically set forth herein, Renew Perspectives may collect or track: (a) the email addresses of users; (b) information knowingly provided by the user in online forms, registration or membership forms, surveys, email, and other online avenues (including, without limitation, demographic and personal profile data); (c) financial information and other information provided by a user to purchase Renew Perspective products; (d) information related to the provision of counseling services; (e) aggregate and user-specific information regarding pages accessed by a user; (f) the home server domain names, date and time of your visit, type of computer, the originating IP address, files downloaded, search engine used, operating system, and type of Web browser of users of the Site; and (g) for users who opt-in to the Geolocation service (described in greater detail in Section 7 below), the location of users of the Site. Renew Perspectives may place Internet "cookies" on your hard drive. Internet cookies are small amounts of data that contain a unique identifier that many websites frequently send to your web browser to save data about you, such as your name, password, user-name, screen preferences, and the pages of a website you have viewed. When you revisit the Site, Renew Perspectives may recognize you by your Internet cookies and customize your experience accordingly. You may decline Internet cookies by using the appropriate feature of your Web browser software, if available. Renew Perspectives may use Google Analytics or a similar service to gather, store, and track certain information related to your visit to and activity on the Site.

2. Use of Personal Information Collected. Personal information collected by Renew Perspectives may be used by Renew Perspectives for many reasons, such as: providing products and services to customers; contacting users regarding registration and account status; providing certificates of training completion; provision of counseling services; updates to Site Terms; billing; recordkeeping, editorial and feedback purposes, marketing and promotional purposes, statistical analysis of users' behavior, product development, content improvement, or to customize the content and layout of the Site.

3. Disclosure of Personal Information to Third Parties. Except as outlined herein, individually identifying personal information provided through the Site will not be sold or otherwise disclosed to third parties not affiliated with Renew Perspectives without the prior consent of the user. Your Personal Information may be disclosed:

- To our third-party service providers who provide services such as website hosting, data analysis, payment processing, order fulfillment, infrastructure provision, IT services, legal services, customer service, email delivery services, credit card processing, auditing services and other similar services to enable them to provide services. Renew Perspectives is not responsible for, and will not be liable for, the conduct, actions, omissions, or dissemination practices of third parties.

- To insurance companies to seek reimbursement for services provided.
- When you post information on message boards, chat, profile pages and blogs and other services to which you are able to post information and materials. Please note that any information and materials that you post or disclose through these services will become public information, and may be available to visitors to the Site and to the general public. We urge you to be very careful when deciding to disclose your Personal Information, or any other information, on the Site.
- To a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our organization or assets (including in connection with any bankruptcy or similar proceedings).
- If determined by Renew Perspectives in its sole judgment that such disclosure or distribution is appropriate to protect the life, health, or property of Renew Perspectives or any other person or entity.
- As we believe to be necessary or appropriate: (a) under applicable law; (b) pursuant to a subpoena, court order, warrant or other form of legal process; (c) to respond to requests from public and government authorities; (d) to enforce our terms and conditions; (e) to protect our operations; (f) to protect our rights, privacy, safety or property; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.

4. **Online Payments.** Online payments are processed through secure servers operated by GoToTraining PayPal and PayEezy (“Payment Processors”), third-party vendors not owned by or affiliated with Renew Perspectives. Information provided by a user will be accessible to a Payment Processor to complete the transaction and retained pursuant to each Payment Processor’s Terms & Conditions.

5. **Third Party Websites.** The Site may contain links to third party internet websites for the convenience of users in locating information, products, or services that may be of interest. If you access a third-party website from a link on this Site, any information you disclose on that website is not subject to this Privacy Policy. It is possible that any link you access may be used by third parties or others to collect personal or other information about you. Renew Perspectives does not control and is not responsible for the content or privacy practices of third party websites, their use of cookies, collection of information, or how they manage such information. It is solely your obligation to review and understand the privacy practices and policies of these other websites, advertisers and any third parties.

6. **Internet and Data Security.** Renew Perspectives uses high-grade encryption and security protocols (Secure Socket Layer-SSL) with respect to all confidential and personal information including when processing financial transactions. This method is the industry standard security protocol, which makes it difficult for anyone to intercept the information you send us. Renew Perspectives also stores data internally on password-protected servers. Our staff is trained in the importance of safeguarding your information and only those who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. In addition, all electronic protected health information (ePHI) is maintained in a manner that is compliant with the Health Insurance Portability and Accountability Act (HIPAA). However, such precautions do not guarantee that the Site is invulnerable to all security breaches. Renew Perspectives makes no warranty, guarantee or representation that the use of its Site is protected from all viruses, security threats or other vulnerabilities and that user information will always be secure.

7. Comments, Notices and User Content. All materials or comments posted to any Renew Perspectives message board are public and applicable to other website users. Please refer to the Website Terms and Conditions, as applicable to your use, for further detail concerning User Content and other materials submitted to the Site. Renew Perspectives has the right to use such postings in any lawful way that personal information is collected and used as outlined in paragraphs 1 and 2. Renew Perspectives assumes no liability for the accuracy of all materials or comments posted to the Site, no duty to update or correct such information, and no liability for such communications arising under the laws of copyright, libel, privacy, obscenity, or otherwise. Any comment system on the Site may utilize an opt-in Geolocation service in accordance with a prevailing community standard such as HTML 5. Such Geolocation opt-in ability is managed by the user's browser settings. If a user chooses to opt-in to the Geolocation service, the user's comments may be associated with the user's location, both internally within Renew Perspectives and publicly on the Site.

8. Opt-Out Right. Except as necessary for Renew Perspectives to provide the services, information, or products requested by a registered user, by updating the profile preferences on the Site, a registered user may opt out of having his or her personally identifiable information prospectively retained by Renew Perspectives, used by Renew Perspectives for secondary purposes, or disclosed by Renew Perspectives to third parties (this does not apply to collection of the type of Web browser of the user to the Site, or to non-identifiable user information provided or collected.). Moreover, if you prefer not to receive communications from Renew Perspectives in the future, you can do so by emailing your request to info@renewperspectives.org. We endeavor to implement your opt-out request promptly, but you may still receive communications from us while we process your request.

9. Right to Change Privacy Policy. Renew Perspectives reserves the right at any time to modify, alter or update this Privacy Policy. Your use of the Site following any changes means that you agree to follow and be bound by the Privacy Policy as changed. Any change to this Privacy Policy shall be effective as to any user who has visited the Site before the change was made. It is the obligation of users who visited the Site before the change to learn of changes to the Privacy Policy since their last visit.

10. Contact Information. If you have any questions or concerns regarding this Privacy Policy, or if you wish to update your contact information, please contact us at (212) 947-7111 x266 or at info@renewperspectives.org.

TERMS & CONDITIONS OF USE

1. **Acceptance.** Welcome to the Renew Perspectives website (“the Site”). The following terms and conditions (“Terms”) govern your use of this Site. By accessing, viewing, providing information to or using the content, products, material, or services available on or through this Site, you agree to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to any individual Renew Perspectives webpage, product or service. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions.
2. **Use by Children Under 13 Prohibited.** The Site is for a general audience and is not targeted towards children. Children under 13 years of age are prohibited from using the Site. If your child has used the Site and submitted Personal Information to us, please contact us and we will endeavor to remove that information from the Site and our database.
3. **Conditions and Restrictions on Use.** Your permission to access and use the Site is conditioned on your compliance with these Terms. You acknowledge and agree that Renew Perspectives may terminate your access to the Site and all Renew Perspectives products and services should you fail to comply with these Terms or any other guidelines and rules published by Renew Perspectives. Renew Perspectives reserves the right to terminate your access to the Site for any reason or for no reason at all, in Renew Perspectives sole discretion, without prior notice.
4. **Registration.** To access certain content, services, products or benefits on the Site, you may be asked to register and create an account. As part of the registration process, you must click to agree to these Terms, and may then be asked to select a user name and password. You may also be required to provide Renew Perspectives with certain information about yourself including some types of personally identifying information such as your email and your address. You are fully responsible for your account, including use of the account by any third party, and maintaining the confidentiality of your password. You may terminate your account at any time by contacting us by email at info@renewperspectives.org.
5. **Proprietary Rights.** As between you and Renew Perspectives, Renew Perspectives owns or licenses all Materials on, in or directly available through the Site (including, but not limited to, all data, content, materials, trainings, webinars, graphics, forms, artwork, images, photographs, courses, articles, blog posts, recordings functional components and any software concepts and documentation and other material (“Materials”)), as well as the selection, coordination, arrangement, and organization and enhancement of the Materials. All Materials are protected pursuant to copyright, trademark, patent and other intellectual property laws, and all rights in said Materials are reserved by Renew Perspectives. You agree not to remove or alter any copyright notice or any other proprietary notice on any Materials. As between any user and Renew Perspectives, all names, trademarks, service marks, certification marks, symbols, slogans or logos appearing on the Site are proprietary to Renew Perspectives or its affiliates, licensors, or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. You may view, copy, and print pages from the Site for personal use only. You may not otherwise use, reproduce, download, modify, store, post, broadcast, transmit, sell, or make Materials available to any party without the prior written approval of Renew Perspectives. Under no circumstances will you have any rights of any kind in or to the Materials, other than the right to use the Materials in accordance with these Terms. Moreover, by posting, uploading, or transmitting content or information to, or through, the Site you grant Renew Perspectives a nonexclusive, irrevocable, worldwide, sub-licensable (through multiple-tiers), royalty-free license to copy, store, transmit, publish,

publicly display, publicly perform, and otherwise use this content or information to operate the Site as we reasonably see fit. You warrant that you have the authority to grant such license.

6. **General Information Only.** You acknowledge that the Site Materials are provided for general information only. Under no circumstances, will the provision of such Site Materials be considered offering therapeutic, counseling or health-related advice. Individuals should not rely on Site Materials as a substitute for consultations with qualified health care professionals who are familiar with individual mental health conditions and needs. Renew Perspectives strongly recommends, and user agrees, that care and treatment decisions related to any mental health condition will be made in consultation with a user's mental health professional or other qualified health care professionals who are familiar with the user's specific health situation.

7. **Code of Conduct.** You will not solicit login information or access an account belonging to someone else or provide another individual with your login credentials; you will not attempt to modify or change any certificate of course completion; you will not use Renew Perspectives or its Materials to misrepresent the completion of a course, webinar or training that was not legitimately completed by you pursuant to the Terms of this Site or any state's Social Work Education Board and will not assist others in doing so. You also agree that you will not use the Site for any illegal or unauthorized purposes that violate any local, national, or international civil or criminal laws (including but not limited to import, export, copyright, and trademark laws). You acknowledge and agree that the unauthorized use of the Site or the Site Materials could cause irreparable harm to Renew Perspectives and that in the event of such unauthorized use, Renew Perspectives shall be entitled to an injunction in addition to any other remedies available at law or in equity.

8. **Third Party Web Sites and Content.** The Site may contain links to other internet web sites for the convenience of users in locating information, products, or services that may be of interest. Use of such third-party links made available through the Site is entirely at your own risk. Renew Perspectives does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on third party sites or the transactions you conduct or enter into with third parties. Your use of any third party's website is subject to the terms and conditions of such other websites.

9. **Privacy Policy.** Any personal information that you provide to Renew Perspectives on the Site is subject to our Privacy Policy. For more information, see above to view the Privacy Policy, which is incorporated into these Terms by reference, as if set forth fully herein.

10. **Site Availability.** Renew Perspectives uses reasonable efforts to ensure that the Site is generally available. However, there will be occasions when access to the Site will be interrupted or unavailable. Renew Perspectives will use reasonable efforts to minimize such disruption when it is within its reasonable control. You agree that Renew Perspectives shall not be liable to you for any modification, suspension or discontinuance of the Site.

11. **Disclaimer.** Renew Perspectives reserves the right to immediately remove any Site Materials or User Content for any reason or for no reason. Renew Perspectives cannot and does not review all communications or products made available on or through the Site, but, although not obligated to, may review, verify, make changes to or remove any User Content, Site Materials, the Site or the products or

services made available in connection with the Site, including information submitted in connection with the Site Materials or other features at any time, with or without notice in its sole discretion.

12. No Warranty. Information provided on this website is provided “as is” without any warranty of any kind. Renew Perspectives makes no claims, promises, representations, warranties, or guarantees about the accuracy, completeness, or adequacy of the contents or security of this website, and expressly disclaims liability for any errors and omissions it contains. No warranty of any kind, whether implied, expressed, or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose, and freedom from computer virus, is made with respect to the contents of this website, its hyperlinks to other Internet resources, or such linked resources. References in this website to any specific commercial products, processes, or services, or the use of any trade, firm, or corporation name are made only for the information and convenience of the public, and do not constitute the endorsement, recommendation, or preference by or of Renew Perspectives, or its employees or agents. Renew Perspectives disclaims any warranties for other content, services, or materials received through the site or accessed on or through the site. The entire risk as to satisfactory quality, performance, accuracy, completeness and effort regarding any and all user content, the Site, the Site materials, services, products, data and other materials on, in and made available through the site, is with you. In no event, will Renew Perspectives be liable to you or anyone else for any decision made or action taken by you in reliance on information accessed on or through this Site or for any indirect, special, incidental, or consequential damages of any character arising from your access to, or use of, this website. Renew Perspectives’s entire liability, if any, shall not exceed the amount, if any, you have paid for the Renew Perspectives products and/or Site Materials.

13. Indemnification. By using the Renew Perspectives Site, you agree to indemnify, defend and hold harmless Renew Perspectives and its subsidiaries, affiliates, officers, and employees from and against any and all losses, claims, damages, costs and expenses, including, but not limited to, reasonable attorneys’ fees, that may arise from your use of the Renew Perspectives Site, Site Materials, trainings, webinars or any other products or services or from your breach of these Terms and Conditions. Renew Perspectives will provide notice to you of any such action or claim, and reserves the right to participate in the investigation, settlement and defense of any such action or claim.

14. Complaint Procedures. If you have a complaint or concern about the Site, Site Materials, Renew Perspectives trainings, webinars, products or services please contact us at (212) 947-7111 x266 or at info@renewperspectives.org.

15. Changes to Terms. Renew Perspectives reserves the right at any time to modify, alter or update these Terms. Your use of the Site following any changes means that you agree to follow and be bound by the Terms as changed. Any change to these Terms shall be effective as to any visitor who has visited the Site before the change was made. It is the obligation of users visiting the Site before the change to learn of changes to the Terms since their last visit.

16. Governing Law and Jurisdiction. These Terms are governed and construed by laws of the State of New York, and any adjudication shall take place in New York County, New York, regardless of any conflict of law principles to the contrary.

17. Miscellaneous. The Site is controlled and operated from within the United States. Without limiting anything else, Renew Perspectives makes no representation that the Site, Site Materials, User Content, services, products, information or other materials available on, in, or through the Site is appropriate or

available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access the Site from other locations do so of their own volition and are responsible for compliance with applicable laws. The waiver or failure of Renew Perspectives to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third-party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”

18. **Severability.** If any provision of the Terms is found to be unenforceable, invalid, or illegal by a court of competent jurisdiction, this finding shall not render any other provision of the Terms unenforceable, invalid, or illegal. You and Renew Perspectives agree that the court will have the authority to modify or replace the unenforceable, invalid, or illegal provision with a valid and enforceable provision that most closely represents our intentions with respect to the invalid, illegal, or unenforceable provision.