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Website and Digital Platform Usage

Welcome to Reviving Roots Therapy and Wellness (the "Website"), operated by Revive Roots P.L.L.C., a Minnesota Professional Limited Liability Company ("Reviving Roots", "we", "our", or "us"). These Terms and Conditions of Use ("Terms") set forth the terms and conditions which govern your use of the Website (collectively referred to under the "Website"). Please read this information carefully before using and working with Reviving Roots.

USE OF THIS WEBSITE.

By using or interacting with Reviving Roots through this Website or with any tools, websites, applications or other electronic destinations accessible through this Website or Reviving Roots itself, you are agreeing to all of the provisions of these Terms and the Privacy Policy of Reviving Roots located via link in the footer of the Website. If you choose to use tools, websites, applications or other electronic destinations you access through this Website, you should independently determine if you agree to their terms and conditions and privacy policies.

IF YOU DISAGREE WITH THESE TERMS, PLEASE DO NOT USE THIS WEBSITE.

UPDATED TERMS.

These Terms may be updated from time to time, at Reviving Root's sole discretion. It is your responsibility, as the viewer, visitor, client or customer, to check these Terms regularly to see if any may have changed, and to alert Reviving Roots if you do not agree with the changes that have been made.

Terms

These Terms are between Reviving Roots and you for online usage. By using our Website, you are accepting these Terms.

REVIVING ROOTS MENTAL HEALTH SERVICES

Reviving Roots is here to provide you with multi-culturally competent and trauma informed individual therapy services.

Reviving Roots will not provide medical advice, and you acknowledge that your use of this Website does not itself establish a clinical relationship. Information on this Website is not a substitute for medical, health, or substance abuse treatment. Reviving Roots shall not be held liable or responsible for any damage you may suffer as a result of failing to seek professional medical, health, or substance abuse treatment advice.

You understand and acknowledge that Reviving Roots' services may not be the appropriate solution for you needs based on your particular situation. Reviving Roots' services may not be a complete substitute for care based on your particular situation. Reviving Roots does not endorse any specific tests, medications, products or procedures.

Reviving Roots does not provide emergency medical services. If you experience a medical emergency, call 911 immediately.

LIMITATIONS OF OUR LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ABSENT THEIR WILLFUL OR INTENTIONAL MISCONDUCT, IN NO EVENT SHALL REVIVING ROOTS, ITS AFFILIATES, OWNERS, EMPLOYEES, AGENTS AND INDEPENDENT CONTRACTORS (collectively "REVIVING ROOTS PARTIES") BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE SERVICES, (B) THESE TERMS OR (C) YOUR MISUSE OF THE SERVICES OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN ALL CIRCUMSTANCES, REVIVING ROOTS PARTIES' MAXIMUM COLLECTIVE LIABILITY TO YOU FOR DAMAGES FROM ANY AND ALL CAUSES, AND YOUR MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO \$500.00 USD. ANY SUCH CLAIM MUST BE COMMENCED WITHIN SIX MONTHS OF THE FACTS GIVING RISE TO THE CLAIM OR A MINIMUM TIMEFRAME MANDATED BY STATUTE IF LONGER THAN SIX MONTHS.

NO WARRANTIES

REVIVING ROOTS MAKES NO WARRANTIES REGARDING THE PERFORMANCE OR OPERATION OF THIS WEBSITE. REVIVING ROOTS FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE INFORMATION, CONTENTS, MATERIALS, PROGRAMS, PRODUCTS, OR SERVICES THAT IT PROVIDES, INCLUDING ON OR THROUGH THIS WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, REVIVING ROOTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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LIMITED LICENSE

Subject to your strict compliance with these Terms and the Privacy Policy, Reviving Roots grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to view and display Reviving Roots Content on your personal electronic devices. This, however, does not give you any ownership of, or any other interest in, any Reviving Roots Content. Your unauthorized use of Reviving Roots Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability.

RESTRICTIONS

You may not: (i) modify Reviving Roots Content for your own or a third-party’s monetary gain; (ii) interfere with the proper operation of or any security measure used for Reviving Roots Content; (iii) use Reviving Roots Content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; or (iv) otherwise violates these Terms.

USER CONTENT AND CONSENT

You acknowledge that you alone are entirely responsible for all information, reviews, photographs, video, messages, tags and/or other materials (collectively, “User Content”) that you upload, post, e-mail, transmit or otherwise make available reflecting our services.

You acknowledge that Reviving Roots has no obligation to pre-screen User Content, although Reviving Roots reserves the right in its sole discretion to pre-screen, refuse or remove any User Content of which it becomes aware. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of User Content.

You grant Reviving Roots a royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display User Content (in whole or in part) for any purpose, commencing on the date you made such User Content available, including promoting and marketing Reviving Roots. You warrant that the holder of any worldwide intellectual property right, including moral rights, in the User Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above.

You shall not (and shall not permit any third party) either (a) take any action or (b) make available any User Content that, in Reviving Roots' sole discretion: (i) infringes on any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; or (iii) involves commercial activities and/or sales, contests, giveaways or sweepstakes, without Reviving Roots' prior written consent.

LINKS TO THIRD PARTY WEBSITES

Our Website may contain links, banners, or advertisements that lead to other websites not subject to these Terms or our Privacy Policy. We encourage you to read each site's policies to learn about how your information may be treated by other websites.

SECURITY

Our Website may only be used for lawful purposes. Illegal activities, including but not limited to tampering with the Website, misrepresenting the identity of a user, or conducting fraudulent activities on the Website are prohibited. You agree not to use any device, software or routine, or data to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website.

MODIFICATIONS

Any modification or amendment to these Terms requires the sole consent of Reviving Roots and may be signified by a notice posted to the Website that the Terms have been updated or a new "last updated date" denoted at the top of these Terms. If there is a particular situation in which the Terms need to be modified for any one individual, the request will be considered for extraordinary circumstances only, and shall be emailed to marlee@revivingrootstw.com; in such an instance, the parties may modify or amend these Terms by way of email, so long as all parties

provide proper acknowledgment of receipt of the email and indicate their acceptance of the revised terms by way of an electronic signature in the following form: “/s/ Party Name”. Email modifications shall not become binding until all parties have complied with these requirements.

ELECTRONIC COMMUNICATIONS

Visiting www.revivingrootstherapywellness.com or sending emails to Reviving Roots 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 through or on the Website, satisfy any legal requirement that such communications be in writing.

PHOTOGRAPHIC RELEASE

By and in consideration for your use of our services, you irrevocably grant Reviving Roots and its workers, contractors, agents and representatives all rights to use, reproduce, display, exhibit, publish, edit, distribute, and/or produce derivative works based on your image, likeness, and voice as recorded by any camera and/or on any video, audio, and/or other media (collectively, “Likeness”) worldwide, in perpetuity, without compensation, payment, or other additional consideration of any kind, for any lawful purpose, including without limitation for the Reviving Roots’ marketing and trade purposes. You agree that your Likeness may be used, reproduced, displayed, exhibited, published, edited, or distributed by Reviving Roots at its sole discretion. You understand that your Likeness may be used in various publications, promotional or marketing materials, and/or social media, unrestricted by time or geographic area and you consent to such uses. You further understand and grant permission to Reviving Roots and its agents and representatives to electronically display any Likeness of you on the Internet or in other public settings. You hereby waive the right to inspect or approve any and all materials in which your Likeness may appear. You further waive any right to royalties or other compensation arising or related to the use of your Likeness. This release applies to all photographic, audio, and/or video recordings that you create, relating to Reviving Roots (or any third party). There is no time limit on the validity of this release nor is there any geographic limitation on where materials including your Likeness may be used, reproduced, displayed, exhibited, published, edited and/or distributed by or on behalf of Reviving Roots.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Reviving Roots Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys’ fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your misuse of our service; (iii) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (iv) your violation of the rights of any third party, including any intellectual property, publicity, confidentiality, property or privacy right; (v) your use of a third party service; or (vi) any misrepresentation made by you. Reviving Roots Parties reserve the

right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with Reviving Roots Parties' defense of any claim. You will not, in any event, settle any claim against Reviving Roots, without the prior written consent of Reviving Roots.

WAIVER OF INJUNCTION OR OTHER EQUITABLE RELIEF

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY REVIVING ROOTS OR A LICENSOR OF REVIVING ROOTS FOR THE LICENSED CONTENT THAT REVIVING ROOTS IS USING.

CONTROLLING LAW; JURISDICTION

The validity, construction and enforceability of these Terms shall be governed in all respects by the laws of the State of Minnesota, and the parties expressly agree that any dispute requiring resolution by a court shall be subject to the exclusive venue and jurisdiction of the state and federal courts serving Hennepin County, Minnesota.

DISPUTE RESOLUTION AND COSTS

Any dispute or claim arising under or in any way related to these Terms, with the exception of recovery by Reviving Roots of any unpaid amounts from you or Reviving Roots seeking injunctive relief, shall be submitted to non-binding mediation prior to the commencement of any proceeding before a trier of fact. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator in Hennepin County, Minnesota unless both parties agree to a different location. All parties to the mediation shall share equally in its cost. In the event that Reviving Roots chooses or is forced to pursue any form of collections or legal action to enforce the Terms, you accept responsibility for all costs incurred in such dispute, including reasonable attorneys' fees.

NO CLASS ACTIONS

To the maximum extent permitted by law, you may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action and class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

NOTICE

Any notice or official communication between Reviving Roots and you shall be via email, to the address you provided in your submission details and to our address at marlee@revivingrootstw.com.

INTERPRETATION

You acknowledge and agree that these Terms, including waivers of liability, are intended to be as broad and inclusive as permitted by applicable law.

ASSIGNABILITY

Reviving Roots alone may assign, directly or indirectly, all or part of its rights or obligations under these Terms without your consent. Nothing in these Terms, express or implied, will confer upon any person or entity not an authorized assignee to these Terms, or the legal representatives of such person or entity, any rights or remedies of any nature or kind whatsoever under or by reason of these Terms, except as expressly provided in herein.

SEVERABILITY

If any provision of these Terms shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of these Terms is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

WAIVER

The failure or delay by Reviving Roots to enforce or exercise any provisions of these Terms shall not constitute or be deemed a waiver of such provision or any other provisions within these Terms. Furthermore, any waiver or breach of any provision of these Terms shall not amount to a waiver of any other provision.

SURVIVAL

The provisions of these Terms which by their nature should survive termination of your use of our Services, including sections on Intellectual Property, Disclaimer of Representations and Warranties, Limitations of Our Liability, Indemnification, and Waiver of Injunctive or Other Equitable Relief, will survive.

RESERVATION OF RIGHTS

All rights not expressly granted to you are reserved by Reviving Roots and its licensors and other third parties claiming through us. Any unauthorized use of the Reviving Roots Content or service for any purpose is prohibited.

ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties and supersede all prior agreements whether oral or written concerning the subject matter of these Terms.

By using this Website or purchasing Services through this Website, you are agreeing to the Terms.