

## **SABREE THERAPEUTIC SERVICES, LLC TERMS & CONDITIONS**

Last Updated: December 10, 2024

These Terms of Service (“Terms”) by Sabree Therapeutic Services, LLC (“Sabree,” “we,” or “us”), apply to Your use of services with Sabree Therapeutic Services, LLC, [www.sabreets.com](http://www.sabreets.com), and any subdomains (the “Site”) and any related applications, online services and mobile applications provided by Sabree Therapeutic Services, LLC (collectively, the “Services”). These Terms together with our Privacy Policy (collectively, this “Agreement”) govern Your use of the Services.

The Agreement applies to any registered or a non-registered Provider, patient, individual, or other user of the Services (“User”, “You”, and/or “Your”), including a doctor, therapist, other healthcare specialist, professional or provider, or other professional using the Services in connection with a healthcare-related practice or other organization (“Provider”).

**PLEASE READ THESE TERMS CAREFULLY AND IN THEIR ENTIRETY, AS THEY INCLUDE IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. BY ACCESSING AND USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SERVICES.**

### **1. INTRODUCTION**

#### **a. About The Services**

The Services include individual, family and couples therapy. Services are rendered in-person and/or via telehealth (phone or video). We do not hold sessions via SMS. SMS use is only for the purpose of making initial contact upon opting-in to text, billing, scheduling or rescheduling appointments.

#### **b. Modifications**

This Agreement may be revised or updated by Sabree from time to time in its sole discretion, and the most recent effective date is listed at the top under “Last Updated”. Where appropriate, Sabree will provide notice to You as provided below. By continuing to access or use the Services after the effective date of any such change, You agree to be bound by the modified Agreement.

### **2. USE OF THE SERVICES AND YOUR ACCOUNT**

#### **a. Permitted Users**

The Site is offered and available only (1) to users who are 14 years of age or older (or the legal age of majority where you reside if that jurisdiction has an older age of majority) and, (2) who reside in the United States or its territories. By using the Services or registering an Account, You represent that You are at least 14 years of age, or the legal age of majority where you reside if that jurisdiction has an older age of majority, You have the legal authority to enter into this Agreement, and that You reside in the United States or its territories. If you are the parent, legal guardian, or duly authorized personal representative

of an individual, you may use the Services on behalf of this individual. If You are consenting on behalf of an entity, You represent and warrant that You are duly authorized to act on behalf of the entity and accept this Agreement on behalf of the entity. If You do not meet these requirements, You must not access or use the Site.

You further agree that as a condition to accessing the Services, You will submit to account verification as reasonably required by Sabree, and provide only true and accurate identification documentation to Sabree or the Provider (or its third-party vendors) to verify Your age and other Account-related information

### **Establishing an Account and Using the Services**

Portions of the Services are viewable without registering with us, but to actively use the primary Services or have us process certain personal and health information, You may be required to register for the Services (an “Account”) and affirmatively accept the terms of this Agreement, including the PrivacyPolicy.

#### **a. Selection and Use of Account Password**

You are responsible for providing an Account password, maintaining its confidentiality, and any harm resulting from Your disclosure of the password to any other person. At no time should You respond to an online request for a password other than the log-on process for the Services.

#### **b. Telehealth**

Telehealth is included as a component of the Service and gives Providers the ability to schedule and connect remotely with patients for delivery of care. It is important to note that User must have insurance coverage to cover cost or agree to pay out of pocket for Service. ]

#### **c. Electronic Signatures**

You agree to use E-Signatures throughout the Services. Where prompted to electronically sign, You agree that following the signature process memorializes Your intent to sign the document, Your agreement to use electronic documents and electronic signatures, and Your understanding that such signatures are legally binding. You will not provide your access credentials to any third party to enable them to sign any document. You have the ability to download a copy of any document and its corresponding signature record at the time of signing.

#### **d. SMS Communications**

##### **Consent for SMS Communication**

The information obtained through consent will not be shared with third parties or affiliates.

##### **Types of SMS Communications**

If you have consented to receive text messages from Sabree, you may receive text messages related to appointment reminders and billing reminders.

**Frequency:** Message frequency may vary.

**Fees:** Message and data rates may apply. Please contact your phone carrier for additional details regarding rates.

**Opt-in:** Clients will fill out the contact form on the website and/or Client Portal where they can opt-in for SMS messaging.

**Opt-out:** You may opt-out of text messages at anytime. An option to opt-out will be sent with each SMS communication from Sabree. To stop receiving text messages reply "STOP" to any message. Afterwards, you will no longer receive SMS from Sabree.

For assistance, text "**HELP**" or visit our website at [www.sabreets.com](http://www.sabreets.com).

If you want to obtain more information check our **Privacy Policy** [<https://sabreets.com/wp-content/uploads/2024/12/privacy-policy-12-2024.pdf>].

### **3. PROTECTED HEALTH INFORMATION, USER DATA & USE OF YOUR INFORMATION**

- a.** Sabree will make no use of "Protected Health Information" ("PHI," as defined by law at 45 C.F.R. § 160.103) except as permitted by this Agreement, and applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996, and any implementing regulations, as amended ("HIPAA"). With respect to all User Data, including PHI, Sabree will comply with the terms of its Privacy Policy.
- b.** Sabree will make commercially reasonable efforts to maintain the Services in a manner that includes appropriate administrative, technical and physical security measures designed to protect the confidentiality, availability and integrity of User Data, including PHI as required by HIPAA.

#### **c. No Spam**

You may not use contact information provided by our Providers, or harvest such information for the purpose of sending, or to facilitate the sending of, unsolicited bulk communications, such as SPAM. You may not allow others to use Your account to violate the terms of this section. We may terminate Your Account or access to the Services immediately and take other legal action if You or anyone using Your credentials violates these provisions.

### **4. LEGAL LIABILITY AND RELEASES**

#### **a. Releases**

Sabree engages in commercially reasonable efforts to protect the confidentiality, availability and integrity of the Services, but it cannot guarantee continuous, error-free, secure and virus-free operation at all times, and You understand that You shall not be entitled to refunds or other compensation based on Sabree's failure to provide any of the

foregoing other than as explicitly provided in this Agreement. Some jurisdictions do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to You. To the extent applicable (i.e., for Providers), Sabree does not guarantee that by mere use of the Services You will be in compliance with HIPAA, and You understand and agree that You are responsible for maintaining any other administrative, technical and physical measures required to maintain appropriate information security with respect to PHI You create, receive, maintain, and/or transmit and to otherwise comply with HIPAA.

**b. Limitation of Liability**

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE CANCELLATION OF YOUR SERVICES OR ACCOUNT. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, THAT YOU PAID FOR THE SERVICES IN THE IMMEDIATELY PRECEDING SIX (6) MONTHS PRIOR TO ANY SUCH CLAIM.

IN NO EVENT SHALL SABREE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUBSIDIARIES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES OR DISGORGEMENT OR COMPARABLE EQUITABLE REMEDY, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SERVICES (INCLUDING ITS MODIFICATION OR TERMINATION), OR THIS AGREEMENT, WHETHER OR NOT SABREE MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. Some jurisdictions do not allow the foregoing limitations of liability, so to the extent that any such limitation is found to be impermissible, such limitation may not apply to You.

**5. DISPUTE RESOLUTION AND ARBITRATION**

In the event of a dispute between You and Sabree, other than with respect to claims for injunctive relief, the dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association Commercial Arbitration Rules. The place of the arbitration shall be in Montgomery, Alabama. Notwithstanding the foregoing, either party may seek strictly injunctive or other non-monetary equitable relief to protect or enforce its rights in court. In the event that there is any dispute between You and Sabree that is determined not to be subject to arbitration, exclusive jurisdiction and venue shall be in state or federal court in the City and County of Montgomery, Alabama.

PURSUANT TO THIS AGREEMENT, YOU WAIVE ANY RIGHTS TO BRING, AND AGREE NOT TO PARTICIPATE IN, ANY CLASS ACTION, CONSOLIDATED, MULTI-DISTRICT OR COLLECTIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. Unless both You and Sabree agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

You agree that this Agreement and the relationship between You and Sabree shall be governed by the laws of Alabama.

## **TERMINATION**

### **a. Termination by You**

You may terminate this Agreement by closing Your Account at any time for any reason. Sabree shall have no further obligation or liability to You under this Agreement or otherwise, except as required by law (e.g., HIPAA).

### **b. Termination by Sabree**

Sabree may suspend or terminate your account/services if deemed appropriate. In such event, You will not be entitled to compensation for such suspension or termination, and You acknowledge Sabree will have no liability to You in connection with such suspension or termination.

## **6. NOTICES AND QUESTIONS FOR SABREE**

Sabree may provide notice to You and obtain consent from You (1) through the Services; (2) by electronic mail at the electronic mail address associated with Your Account; (3) an electronic medium for communication such as SMS and/or (4) by written mail communication to You at the address associated with Your Account. You consent to the notice method chosen by Sabree.

Please direct all notices, questions or concerns regarding this Agreement or the Services to us at [info@sabreets.com](mailto:info@sabreets.com) or by mail to: Sabree Therapeutic Services, LLC PO Box 240912 Montgomery, AL 36124.