

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.

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 - 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.
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 - 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

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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.
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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.

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