

## ASPEN Network Inc. Terms of Service

At ASPEN Network Inc. (“ASPEN NETWORK INC.,” “us”, “our,” or “we”), our goal is to provide students, families, schools, and the community with resources for mental health and substance abuse support. Towards that end, we have developed a proprietary behavioral health screening software and platform called Access to Services Providing Essential Needs (“ASPEN”). We are thrilled you have chosen to use ASPEN and any other products or services that we provide to you in conjunction with it (collectively, “Services”).

We’ve drafted these Terms of Service (“Terms”) to tell you how you may use the Services, and inform you of the rules that govern your use of the Services. PLEASE READ THESE TERMS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS AND CONTAIN IMPORTANT INFORMATION, INCLUDING AN AGREEMENT TO RESOLVE ANY CLAIMS AND DISPUTES THAT MAY ARISE BETWEEN US BY ARBITRATION ON AN INDIVIDUAL BASIS INSTEAD OF BY CLASS ACTIONS OR JURY TRIALS. Use of the Services is subject to these Terms, any user agreement made in connection with registering or continuing to use the Services (“User Agreement”), as well as the ASPEN Network Inc. (“JCHD”) Notice of Privacy Practices [JCHD Notice of Privacy Practices](#) (which includes important information about how JCHD is permitted to use and disclose information under the Health Insurance Portability and Accountability Act (“HIPAA”), and Privacy Act (“FERPA”).

### 1. Acceptance of Terms

You accept these Terms by accessing or using or continuing to access and use our Services. If you are accessing or using our Services on behalf of an organization, such as a school district, or other legal entity (“Organization”), you represent that you have the authority to agree to these Terms on behalf of your Organization. If you do not agree to these Terms or do not have authority to accept them on behalf of your Organization, you may not continue to access or use the Services and you must discontinue all access and use of the Services.

You agree to periodically review these Terms. You also agree ASPEN NETWORK INC. may revise, change, or modify these Terms from time to time at its sole discretion and without further notice to you. Any new version of these Terms will take effect as soon as it is posted. Your continued access and use of the Services will constitute acceptance of any revised, changed, or modified Terms.

### 2. Description of Services

ASPEN NETWORK INC. provides the Services to authorized users, such as students, parents/guardians, and schools counselors, staff, and officials, to screen the behavioral health of students and provide mental health resources, substance abuse support, and referrals to additional services.

Please note that all features, content, specifications of our Services, and any products or prices described or depicted, are subject to change without notice. Also, the inclusion of any product or service does not imply or warrant that it will be available at any time.

NO MEDICAL SERVICES ARE PROVIDED VIA THE SERVICES. EMERGENCY AND URGENT MENTAL HEALTH SERVICES OR ASSISTANCE IS NOT AVAILABLE VIA THE SERVICES. IF ANY USER IS OR SUSPECTS HE/SHE IS EXPERIENCING A MEDICAL OR IMMEDIATE/URGENT MENTAL HEALTH PROBLEM OR CONDITION, THEY SHOULD BE ADVISED TO CALL 911 VIA THE NEAREST TELEPHONE. INFORMATION AVAILABLE THROUGH THE SERVICES IS AVAILABLE FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DIAGNOSE, TREAT, OR ACT AS AN ALTERNATIVE TO MEDICAL ADVICE, SEEKING MEDICAL ADVICE FOR SPECIFIC QUESTIONS, OR IMMEDIATE MEDICAL ATTENTION.

While we strive to ensure that our Services and all other information we provide is complete, accurate and current, some information provided may sometimes be inaccurate, incomplete, or out-of-date. We make no representation regarding the completeness or accuracy of any Services, or other information, content, advice, or recommendations made through the Services. We also do not make any representations or warranties regarding the quality or safety of any products or services, or third party products or services offered or made available via the Services. We reserve the right to correct any errors or omissions in the Services, but we do not have any obligation to do so. Although we take reasonable steps to prevent the introduction of viruses, worms, Trojans, malware, or other malicious software or other destructive materials to the Services, ASPEN NETWORK INC. does not guarantee or warrant that the Services or materials that may be downloaded from the Services do not contain such contaminating or destructive properties. You understand and agree that any content, files, or information downloaded or otherwise obtained through the use of the Services is at your own discretion and risk and that ASPEN NETWORK INC. is not liable for any damages or harm to your device or loss of data attributable to such content, files, or information. If you rely on the Services and any materials available through the Services, you do so solely at your own risk. ASPEN NETWORK INC. is not responsible for any errors or omissions or for the results obtained from the use of any information provided on the Services.

### **3. Who Can Use Our Services**

The Services – including ASPEN – are intended to be used by students, parents/guardians, and schools counselors, staff, and officials. Before any user under 18 is allowed to access or use our Services, that user must obtain valid consent and permission from his or her parent/guardian to access and use ASPEN, to submit his or her personal information, and to permit us to collect, use, and disclose his or her personal information in compliance with these Terms.

By using our self screening tool or registering yourself or your student to use our Services, you represent you are over 18 or have your parent/guardian's valid consent and permission, can form a binding contract with us, and will comply with these Terms and all applicable local, state, federal, and international laws, rules, and regulations.

#### **4. Your Use of Our Services**

ASPEN NETWORK INC. grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and limited license to access and use our Services, for the sole purposes of letting you, the user, use and enjoy the benefits of the Services in a way allowed by these Terms, our other policies, any User Agreements, and applicable law.

In using our Services, you may create, upload, post, send, receive, and store content or other information. In doing so, you hereby grant ASPEN NETWORK INC. an unrestricted, irrevocable, worldwide, royalty-free, perpetual, sub-licensable, and transferable license to host, store, use, display, reproduce, modify, adapt, edit, publish, and distribute the content or other information you provide subject to these Terms, our other policies, any User Agreements, and applicable law.

You are ultimately responsible for all content posted and activity by you or that otherwise occurs under your account on the Services (even if that content or activity occurs from other individuals who have accessed the Services through your account). You will not use the Services for any unlawful purpose or any purpose that is prohibited by these Terms, our other policies, any User Agreements, or applicable law. You also agree not to interfere with the Services, develop any third-party application to interact with the Services without our express written permission, attempt to reverse engineer the Services, or use the Services in a way that violates ASPEN NETWORK INC.'s rights or the rights of a third party.

#### **5. Privacy; Confidentiality of individual and Student Information & Student Records**

Your privacy is important – both to you and to us. The Services are designed to grant access to behavioral screening tools and resources only to authorized users. The JCHD Notice of Privacy Practices [JCHD Notice of Privacy Practices](#), these Terms and any User Agreements explain how we treat personal and health information, student records, and related information when you use our Services.

#### **6. Content, Intellectual Property, and Others' Rights**

ASPEN, the information, photos, text, graphics, videos, tools, images, and all other content and materials provided by or made available through the Services ("Content") is owned or licensed by ASPEN NETWORK INC. and is provided for your personal, non-commercial, and informational purposes only. This Content also includes, but is not limited to the text, graphics, photos, interactive features, trademarks, service marks, and logos in our Services ("Marks"). You may not use, manipulate, copy, reproduce, transmit, distribute, broadcast, display, sell, or otherwise use the Content and Marks for any purpose whatsoever not permitted by these Terms or any User Agreements.

We respect the intellectual property rights of others – including copyrights – and prohibit the use of our Services in any manner that violates those rights. Some of the Content available through our Services may come from other users and third parties. All other Content and Marks that appear through our Services are the property of their respective owners. You agree that you will not use the Services in a way that violates or infringes upon someone else’s rights, including any rights of publicity, privacy, copyright, trademark, or other intellectual property rights.

## **7. Copyright DMCA Notification**

Under the U.S. Digital Millennium Copyright Act (“DMCA”) copyright owners can file a complaint where they believe materials infringe on their copyright. If you believe that materials on the Services infringe on your copyright, please provide the following information in a notice to our designated agent at the address below:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and (if available) e-mail address.
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the copyright holder or authorized representative.

ASPEN Network Inc.

Attn: ASPEN

PO BOX 44 Hillsboro MO 63050

[Email:info@aspennetworkinc.org](mailto:info@aspennetworkinc.org)

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of authorized users of the Services who are repeat infringers.

## **8. Maintaining Your Account**

You play a key role in maintaining the integrity of your account, and the information accessible from your account. You are responsible for protecting the security of your account credentials, including your password. You are required to inform ASPEN NETWORK INC. if you discover or suspect that your account has been subject to any unauthorized access within 24 hours of

discovery of such actual or suspected unauthorized access. Additionally, you may not share your account credentials with others. ASPEN NETWORK INC. will not be responsible or liable for any compromise to your account that results from your failure to adhere to these obligations.

## **9. Third Party Services & Links**

We may provide links via the Services to third party websites or services that may be of interest to you. ASPEN NETWORK INC. is not responsible for the content, quality, safety, availability, completeness, accuracy, privacy policies, legality, or any other practices and policies of such websites. These links are provided solely as a convenience to you and should not be considered an endorsement by ASPEN NETWORK INC. of these websites or of the companies that own them.

When you click on one of the provided links, you are leaving our Services to enter another website. If you decide to access any of the third-party websites linked to through our Services, you do so entirely at your own risk. Your use of a third party's website or services is governed by the third party's privacy policy, terms and conditions, and other policies. You agree that we are not liable for any harm or damages related to the purchase or use of goods, services, websites, resources, content, or any other transactions made in connection with any third-party websites or advertisers. Please review carefully the third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party. You hereby waive any claim you might have against ASPEN NETWORK INC. with respect to these websites. ASPEN NETWORK INC. is not responsible or otherwise liable for a third party's terms or policies, or for any actions taken under therein.

## **10. Restriction, Modification, & Termination**

You may terminate your account at any time by providing written notice to us at [info@aspennetworkinc.org](mailto:info@aspennetworkinc.org). Upon termination, we may delete your account as well as all associated information and you shall immediately refrain from any use of your account or the Services.

We reserve the right to change, modify, terminate, or otherwise alter these Terms at any time at our sole discretion, without notice and without penalty. Such modifications shall become effective immediately upon posting of the updated Terms. You should review these Terms on a regular basis to keep yourself apprised of any changes. The following provisions shall survive any termination: Your Use of Our Services; Disclaimers; Limitation of Liability; Indemnity; Choice Law, Disputes & Arbitration; Severability; and Complete Terms.

We may also, in our sole discretion, terminate or restrict your use or access to our Services (or any part thereof, including the Portal), for any reason, including, without limitation, where ASPEN NETWORK INC. believes you have violated or acted inconsistently with the letter or spirit of these Terms, any User Agreements or other provisions, conditions, or policies of the Services.

## **11. Indemnity**

You agree to indemnify, defend, and hold ASPEN NETWORK INC., its subsidiaries, affiliates, officers, directors, employees, and agents harmless, at your sole expense, from and against any claim, action, legal proceeding, damages, liability, settlements, expenses (including reasonably attorneys' fees) and other costs arising out of or relating to (a) your access or use of the Services and access or use made through your account; (b) your content; (c) your breach of these Terms or the documents it incorporates by reference; (d) your negligence or misconduct; or (e) any claim or allegation that your use of any Services infringes the copyright, trademark, trade secret, patent or other rights of a third party. ASPEN NETWORK INC. may, at its sole discretion, assume the exclusive defense and control of any matter subject to indemnification by you. The assumption of such defense or control by us, however, shall not excuse any of your indemnity obligations.

## **12. Disclaimer of Warranties and Limitation of Liability**

THE SERVICES AND MATERIALS CONTAINED ON THE SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ASPEN NETWORK INC. DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE, IN CONNECTION WITH THE SERVICES AND THE MATERIALS CONTAINED ON THE SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL ASPEN NETWORK INC. BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES OR ANY INFORMATION, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (EVEN IF ASPEN NETWORK INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMITTED BY LAW.

ASPEN NETWORK INC. TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT PROVIDED BY YOU, ANOTHER USER, OR THIRD PARTY THROUGH OUR SERVICES. ASPEN NETWORK INC. IS NOT RESPONSIBLE FOR ANY CONTENT THAT MAY BE INAPPROPRIATE, OFFENSIVE, MISLEADING, ILLEGAL, OR OTHERWISE OBJECTIONABLE.

WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. THERE MAY BE DELAYS, ERRORS, DEFECTS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE INFORMATION OR OTHER MATERIALS AVAILABLE ON OR THROUGH THE SERVICES. ASPEN NETWORK INC. IS NOT RESPONSIBLE FOR THE AVAILABILITY, USE, TIMELINESS, SECURITY, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, THE CONTENT OF THE SERVICES OR ANY OTHER WEBSITE THAT MAY BE LINKED TO OR THROUGH THE SERVICES.

IN NO EVENT SHALL ASPEN NETWORK INC., ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, BUSINESS PARTNERS, CUSTOMERS, AND ANY OTHER AUTHORIZED AGENT OR REPRESENTATIVE OF ASPEN NETWORK INC. HAVE ANY LIABILITY FOR ANY CLAIM, LOSS OR INJURY, INCLUDING WITHOUT LIMITATION AN INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO ASPEN NETWORK INC.' SERVICES, THE USE OR THE INABILITY TO USE THE SERVICES, AND/OR ANY CONTENT, ANY CONTENT OR OTHER GOODS OR SERVICES PURCHASED, LICENSED, OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO BY MEANS OF OR THROUGH THE SERVICES, THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY USER CONTENT, EVEN IF ASPEN NETWORK INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF ANY NEGLIGENCE OF ASPEN NETWORK INC. OR ANY OF ITS AFFILIATES OR AGENTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OR ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Certain state laws, including the laws of the State of New Jersey, may not allow limitations on implied warranties or the exclusive or limitation of certain damages as set forth in this Section 12, so these limitations and exclusions apply to you only to the extent permitted by applicable law. If it is finally determined by a Court or an arbitrator that our limitation of liability set forth in this Section 12 does not apply to you, then you agree that our total liability in the aggregate for any claims made by you or any third party on your behalf shall not exceed the greater of one hundred dollars (\$100.00) or the total amount you paid to ASPEN NETWORK INC., if any, in the last 12 months.

### **13. Preventing Unlawful Activity**

We reserve the right to investigate complaints or reported violations of the Terms and to take any action we deem appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third-parties and disclosing any information necessary to such persons or entities relating to user profiles, email addresses, usage history, posted materials, IP addresses and traffic information. You acknowledge that we will have the right to report to law enforcement authorities any action that may be considered illegal, as well as any reports it receives of such conduct.

When requested, we will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity.

### **14. Responding to Lawful Disclosure Requests**

We may also be required to disclose your information in response to a lawful and enforceable request by law enforcement, judicial, or other public authorities, or in connection with an enforceable legal obligation. In such instances, we will disclose your personal information,

student records, and related information upon receipt of an enforceable court order, subpoena, or other lawful process, or where otherwise required by law.

## **15. Choice of Law, Disputes, & Arbitration**

**PLEASE READ THIS SECTION CAREFULLY BECAUSE IT OUTLINES CERTAIN RIGHTS THAT YOU ARE WAIVING OR LIMITING BY USING OUR SERVICES. REMEMBER, YOUR USE OF OUR SERVICES CONSTITUTES YOUR ACCEPTANCE OF THE TERMS, INCLUDING THE DISPUTE RESOLUTION PROCESS.**

THIS SECTION WAIVES THE FOLLOWING RIGHTS THAT YOU MIGHT OTHERWISE HAVE:

- The right to maintain a court action,
- The right to a jury trial, and
- The right to participate in any form of class or representative claim.

THIS SECTION ALSO LIMITS CERTAIN OTHER RIGHTS YOU MIGHT OTHERWISE HAVE INCLUDING:

- The right to engage in discovery except as provided in arbitration proceedings under the rules of the American Association of Arbitration (“AAA”),
- The claim or dispute will be governed by Missouri Law, and proceedings relating to it will take place exclusively in Jackson County, Missouri, and
- The right to certain remedies and forms of relief that you or we would have in Court, but not in Arbitration.

These terms shall be governed by, and will be construed under, the laws of the State of Missouri, United States of America, without regard to conflict of law principles.

You agree that any claim or dispute that relates to or arises in connection with these Terms or your visit to, access to, or use of the Services shall be resolved entirely through binding individual arbitration, rather than in court. Such individual arbitration shall take place in Hillsboro, Missouri, and will be administered by the AAA in accordance with its Commercial Arbitration Rules, and any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. THERE IS NO JUDGE OR JURY IN ARBITRATION, NO CLASS ACTIONS, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. An arbitrator, however, can award on an individual basis the same damages and relief as a court, including injunctive and declaratory relief or statutory damages, and must follow these Terms as a court would.

YOU AGREE TO BRING ANY CLAIM OR DISPUTE RELATED TO THESE TERMS OR YOUR VISIT TO, ACCESS TO, OR USE OF THE SERVICES IN ARBITRATION ON AN INDIVIDUAL BASIS, THAT NO CLAIM ARISING OUT OF THESE TERMS YOUR USE OF THE SERVICES MAY BE BROUGHT AS A CLASS ACTION, AND THAT NO ARBITRATION UNDER THESE TERMS SHALL BE JOINED WITH AN ARBITRATION INVOLVING ANY OTHER PARTY UNDER THESE TERMS, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF FOR ANY REASON ANY CLAIM PROCEEDS IN



COURT AND NOT IN ARBITRATION, WE EACH AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST EACH OTHER AND THE RIGHT TO A JURY TRIAL.

As a limited exception to the foregoing, you and ASPEN NETWORK INC. both agree that nothing in this Section 15 will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, this Section 15 does not stop you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

If any part of the mandatory arbitration provision in this Section 15 is deemed not to apply for any reason or this Section 15 is invalidated in whole or in part, the parties agree to exclusive jurisdiction and venue in the federal and state courts in and for Jackson County Missouri to resolve any claim, dispute, demand, or controversy that relates to or arises in connection with the Terms or your visit to, access to, or use of the Services. The parties hereby consent to and waive any objection to the jurisdiction and venue of such courts for such purposes.

This Section 15 will survive termination of these Terms.

#### **16. Force Majeure.**

ASPEN NETWORK INC. shall not be liable, responsible, deemed to have defaulted under, or deemed to have breached these Terms for any failure or delay in fulfilling or performing any provision of these Terms when and to the extent such failure or delay is caused by or results from the following force majeure events: acts of God; flood, fire, earthquake, or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order, law, or action; embargoes or blockades; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and other similar events beyond its reasonable control.

#### **17. Severability**

If any portion of these Terms is found to be unenforceable, that provision will be severed from these Terms, and will not affect the validity and enforceability of the remaining Terms. Further, the invalid, illegal, or unenforceable term shall be interpreted and construed to give the maximum lawful effect to the intention of the Parties as reflected in that term.

#### **18. Complete Terms**

Please note that these Terms, along with any other documents incorporated by reference, make up the entire agreement between you and ASPEN NETWORK INC. with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, and

representations and warranties, both written and oral, with respect to such subject matter. We reserve all rights that are not expressly granted to you.

### **19. Assignment**

ASPEN NETWORK INC. may assign these Terms and any of its rights or obligations under these Terms. You may not assign or transfer any rights given to or obligations borne by you under these Terms without our express consent.

### **20. Contact Us**

If you have any questions regarding these Terms or our practices, you can contact us at:

ASPEN Network Inc.  
Attn: ASPEN Administration  
P.O. Box 44  
Hillsboro MO 63050  
Email: [info@aspennetworkinc.org](mailto:info@aspennetworkinc.org)

Effective date: September 7<sup>th</sup>, 2022

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