

# User Agreement for @Huddle

Version: 11 October 2024

## Acceptance of Terms

By acknowledging this Agreement and continuing to access or use the @HUDDLE platform, including all related services and features, you agree to be bound by the terms and conditions outlined herein. Your acknowledgment and further use of the platform constitute your acceptance of this Agreement in its entirety.

This User Agreement ("Agreement") is a legally binding contract between you ("User") and ATHUDDLE OF THE CAROLINA LLC ("@HUDDLE"), governing your access to and use of our services, platform, and features. By using @HUDDLE's platform, you agree to comply with all terms and conditions outlined in this Agreement. Please read carefully.

## 1. Services Provided

@HUDDLE provides a platform designed to facilitate group mental health support sessions led by licensed clinicians. @HUDDLE:

- Acts solely as a facilitator, connecting Users with mental health professionals but does not offer medical advice, psychiatric treatment, or individualized therapy.
- Does not guarantee results, outcomes, or the therapeutic effectiveness of services provided by clinicians on the platform.
- **Session Oversight:** All sessions are fully under the control, responsibility, and professional oversight of the licensed clinician in charge. @HUDDLE does not intervene in clinical decisions or the content of sessions.
- **Platform Technology:** Conferencing portions of the @HUDDLE platform are used under license from \*Huddle LLC\*, allowing for secure, high-quality group interactions.

## 2. Eligibility and User Responsibility

By accessing @HUDDLE, you confirm:

- You are at least 18 years old, or, if applicable, meet the age requirements set by your country or state's regulations.
- You are solely responsible for any information you choose to share on the platform and for the security of your account credentials. @HUDDLE does not take responsibility for unauthorized access resulting from User negligence.

### 3. Confidentiality and Privacy

@HUDDLE is committed to maintaining confidentiality for Users and upholding data security standards. @HUDDLE employs safeguards to protect User data; however, due to the nature of digital communications, absolute confidentiality cannot be guaranteed.

- **User Responsibility:** Users are responsible for choosing what personal information they share in group sessions and should exercise caution.
- **Data Sharing and Protection:** @HUDDLE does not share personal information with third parties unless required to do so by law or to meet service obligations. Only authorized @HUDDLE personnel and clinicians have access to private data.
- **Communication and Consent:** By using @HUDDLE, you consent to our privacy practices, including the use of aggregated data for analytics, marketing, and service improvement purposes, in accordance with our Privacy Policy.

### 4. Limitation of Liability

@HUDDLE is not liable for damages, direct or indirect, arising from:

- Any User's participation in group sessions, including advice, interactions, or any information shared during sessions.
- The suitability or qualifications of any clinician on the platform, as all mental health services provided are independent of @HUDDLE.
- Any third-party links, resources, or services that may be accessed through @HUDDLE's platform.

**No Warranty:** @HUDDLE provides its platform "as-is" and "as available." @HUDDLE makes no warranties regarding uninterrupted service, security, or the absence of errors or viruses.

### 5. Dispute Resolution and Mediation

To resolve disputes efficiently and fairly, both Users and @HUDDLE agree to:

- First, attempt to resolve issues informally by contacting @HUDDLE at [info@b2gx.com].
- Participate in mediation as a preferred resolution method if informal efforts fail. Mediation will be conducted by a neutral third-party mediator, mutually agreed upon by both parties, at a shared cost, and will occur within the state of North Carolina, unless otherwise agreed.
- Mediation must be attempted before either party may seek further legal action, unless legally prohibited. Should mediation be unsuccessful, disputes may be resolved through arbitration as a secondary option.

## 6. User Conduct and Community Guidelines

To maintain a safe, respectful, and inclusive environment, Users agree to:

- **Respect Others:** Refrain from sharing any abusive, discriminatory, or inappropriate content within group sessions or communication channels on @HUDDLE's platform.
- **Keep Information Confidential:** Do not share any personally identifiable information of other Users without their express consent.
- **Follow Guidelines:** Users must adhere to all guidelines set forth by @HUDDLE for the safe and effective use of group sessions.

@HUDDLE reserves the right to suspend or terminate immediately any User account that violates these terms or exhibits behavior that undermines the safe environment @HUDDLE strives to provide.

## 7. Intellectual Property Rights

@HUDDLE retains all intellectual property rights for the platform, including but not limited to design, functionality, content, and trademarks. **Platform Technology:** Conferencing portions of the @HUDDLE platform are licensed from **Huddle LLC** and may only be used as permitted by @HUDDLE's guidelines. Users are granted a limited, non-transferable, non-exclusive license to use @HUDDLE's platform solely for personal, noncommercial purposes. Any unauthorized use or distribution of @HUDDLE's intellectual property is prohibited.

## 8. Modifications to the Agreement

@HUDDLE reserves the right to modify or update this Agreement at any time. Users will be notified of material changes, and the revised Agreement will be posted on the platform. Continued use of @HUDDLE services following any updates constitutes acceptance of the revised terms.

## 9. Termination of Service

@HUDDLE reserves the right to suspend or terminate User accounts at its discretion, with or without notice, should a User violate this Agreement or engage in activities deemed harmful to other Users, clinicians, or @HUDDLE.

## 10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law principles.

## 11. Acceptance of Terms

By accessing and using @HUDDLE, you acknowledge that you have read, understood, and agreed to the terms and conditions of this Agreement.

## 12. Billing and Attendance Policy

@HUDDLE's services are designed to support users in achieving meaningful therapeutic outcomes by allowing time for each member to successfully integrate into the group's dynamic. To facilitate this process:

- **Pre-Billing:** Users will be pre-billed for up to four consecutive sessions of each selected group. This pre-billing ensures adequate time for Users to participate consistently and benefit from the therapeutic process.
- **Rescheduling Policy:** If a User is unable to attend a scheduled session, they must reschedule within 24 hours of the missed session. Failure to do so will result in a charge for the missed session, as sessions are planned to maintain group continuity and therapist time.

By using the @HUDDLE platform, Users acknowledge and agree to these billing and attendance terms as essential to the group therapy experience.

4o

For questions, please contact:

ATHUDDLE OF THE CAROLINAS LLC

998 E. Frontage Road

Campobello, SC 29322

Email: [info@athuddle.com](mailto:info@athuddle.com)