

WEBSITE TERMS OF USE AGREEMENT

HARAMBEE CARE LLC WELCOMES YOU TO *WWW.HARAMBEECARE.ORG*. WE ASK THAT YOU READ THE FOLLOWING TERMS OF USE, WHICH CONSTITUTE A LICENSE THAT COVERS YOUR USE OF THIS SITE AND ANY TRANSACTIONS THAT YOU ENGAGE IN THROUGH THIS SITE (AGREEMENT). BY ACCESSING, VIEWING, OR USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT USE THIS SITE.

THIS WEBSITE IS OFFERED AND AVAILABLE TO USERS WHO ARE 13 YEARS OF AGE OR OLDER. BY USING THIS WEBSITE, YOU REPRESENT AND WARRANT THAT YOU MEET THE FOREGOING AGE REQUIREMENT. IF YOU DO NOT MEET THE AGE REQUIREMENT, YOU MUST NOT ACCESS OR USE THE WEBSITE.

APPLICABILITY

This Website Terms of Use Agreement (“Terms of Use” or “Agreement”) applies to harambeecare.org (“Site” or “Website”) and the forms, created by Harambee Care LLC, a Michigan limited liability company (“Harambee Care”, “we” or “us”), that harambeecare.org links to.

These Terms of Use do not apply to:

- The Harambee Care Client Portal (<https://www.therapyportal.com/p/harambee/>);
or
- Harambee Care Academy (https://harambee-care.learnworlds.com/home?site_template_id=655ceaed251e8226c80f21ef).

Harambee Care Client Portal

The Harambee Care Client Portal Terms of Use can be viewed at: <https://www.therapyportal.com/portal/legal/usertermsofservice/>.

Harambee Care Academy

The Harambee Care Academy Terms of Use can be viewed at: <https://harambee-care.learnworlds.com/terms>.

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- ii. any advertisement, solicitation, spam, chain letter, or other similar type of information;
- iii. any encouragement of illegal activity;
- iv. unauthorized use or disclosure of private, personally identifiable information of others; or
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INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Harambee Care, its affiliates, members, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related in any way to your use of the Site, violation of this Agreement, violation of any law or regulation, or violation of any proprietary or privacy right.

PRIVACY POLICY

Click [here](#) to access Harambee Care's Privacy Policy governing the use of information that Harambee Care obtains from you through your use of this Website.

LIMITATIONS ON CLAIM

Any cause of action you may have arising out of or related to your use of this Site must be commenced within one year after the claim or cause of action arises.

TERM AND TERMINATION

Without limiting its other remedies, Harambee Care may immediately discontinue, suspend, terminate, or block your and any user's access to this Site at any time in our sole discretion.

HYPERLINK DISCLAIMERS

As a convenience to you, we may provide on this Site links to websites operated by other entities (collectively the "Linked Sites"). If you use any Linked Sites, you will leave this Site. If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Linked Sites, regardless of the linking form (e.g., hotlinks, hypertext links, IMG links) are not maintained, controlled, or otherwise governed by Harambee Care. The content, accuracy, opinions expressed, and other links provided by Linked Sites are not investigated, verified, monitored, or endorsed by Harambee Care. Harambee Care does not endorse, make any representations regarding, or warrant any information, goods, and/or services appearing and/or offered on any Linked Site, other than linked information authored by Harambee Care. Links do not imply that Harambee Care or this Site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any Linked Site is authorized to use any trademark, trade name, logo or

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All matters relating to this Website and this Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), are governed by and shall be construed in accordance with the laws of the State of Michigan, U.S.A., without reference to its conflict-of-law provisions. Harambee Care makes no representation that the materials are appropriate or available for use outside the United States. If you access this Site from outside the United States, you will be responsible for compliance with all local laws. You agree to comply with all laws and regulations applicable to your use of this Site. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within **Wayne County**, Michigan for any disputes with Harambee Care arising out of, or related to, your use of this Site.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Harambee Care and you with respect to this Website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Harambee Care with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

MODIFICATIONS TO AGREEMENT

We may revise this Agreement at any time and you agree to be bound by the revised Agreement. Any such modifications will become effective on the date they are first posted to this Site, and apply to all access to and use of this Website thereafter. However, any changes to the dispute resolution provisions set out in "Controlling Law, Jurisdiction, and International Users" will not apply to any disputes for which the parties have actual

notice on or before the date the change is posted on this Website. It is your responsibility to return to this Agreement from time to time to review the most current terms and conditions. Harambee Care does not and will not assume any obligation to notify you of changes to this Agreement.

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You agree to be bound by any affirmation, assent, or agreement you transmit through this Website, including but not limited to any consent you give to receive communications from Harambee Care solely through electronic transmission. You agree that when in the future you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.