

Terms of Use

1. Acceptance of Terms and Conditions ("Terms of Use")

1.1. Hazelbrook (hereinafter "Hazelbrook", "we" or "us") is the owner and operator of the Site (as defined below), upon which it runs a service called "Hazelbrook". The Hazelbrook "Services" consist of programs, residential housing, resources and self help options. For purposes of these Terms of Use, the term "Service" also includes the Site, except where the context specifically indicates otherwise. These Terms of Use apply to your use of the Service. This Service is intended for use only by users that are at least 18 years of age.

1.2. We collect various information on the individuals that interact with individuals through various methods facilitated through the Service (collectively, "Service Data"). You agree that we and the service providers that we utilize to assist in providing the Service to you shall have the right to access your account and to use, modify, reproduce, distribute, display and disclose Service Data to the extent necessary to develop, enhance, and provide the Service, including, without limitation, in response to your support requests.

1.3. "Site" means <https://www.Hazelbrooksoberliving.com/> and the web application app.behave.com, mobile application, and all white label accounts. The Site contains text, pictures, graphics, logos, images, works of authorship, computer code, look and feel, trade dress, technical information, and other content, as well as available features or services discussed, referenced, provided or offered through or on the Site

(collectively with all information and material about Hazelbrook and its Services, “Content”). For purposes of these Terms of Use, the term “Site” also includes the Content, except where the context specifically indicates otherwise.

1.4. PLEASE NOTE: Your access to and use of the Service are subject to these Terms of Use, as well as all applicable laws and regulations. Only entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law are permitted to use the Service and/or establish a Service account where applicable. Please read these Terms of Use carefully. If you do not accept and agree to be bound by any of these Terms of Use, you are not authorized to access or otherwise use the Service. Your access to and use of the Service constitutes your acceptance of and agreement to abide by these Terms of Use. These Terms of Use may be changed, modified, supplemented or updated by us from time to time by providing you advance notice by posting here and you will be bound by any such changed, modified, supplemented or updated Terms of Use if you continue to use the Service after such changes are posted. Unless otherwise indicated, any new Content added to the Service will also be subject to these Terms of Use effective upon the date of any such addition. You are encouraged to review the Site and these Terms of Use periodically for updates and changes.

2. Fees and Payments

2.1. Fees will be charged on the day you sign up for a Service and will cover the use of that Service for a monthly or annual period as indicated, and fees paid are non-refundable. You agree to allow Hazelbrook, or our payment affiliates or service providers, to process and/or store your payment card information. You also agree to pay the applicable fees for the Services as they become due plus all related taxes, and to reimburse us, our payment affiliates and any service providers for all collection

costs and interest for any overdue amounts. You must notify us in writing if you dispute any portion of the fees paid or payable by you pursuant to these Terms. You must provide that written notice to us within sixty (60) days of the date we bill you for the charge you want to dispute, and we will work together with you to resolve the dispute promptly.

2.2. Hazelbrook can only accept payment methods issued by banks with a presence in countries in which we operate. Registering for service with a payment method drawn against other banks is a violation of these terms.

3. Description of Services:

Hazelbrook will provide the Services pertaining to the plan you select when you enter a program. The terms associated with these plans can be found within the intake contract.

4. Limited License; All Rights Reserved;

Copyright; Marks; Ownership

4.1. License. We hereby grant you a limited, non-exclusive and revocable license to access and use the Service, subject to the terms set forth in these Terms of Use. We (or the third respective third party owners) retain all right, title, and interest in the Service, all features and services offered through the Service, including but not

limited to any and all copyrights, trademark and service mark right and all other intellectual property rights in the Service. We (or the respective third party owners) reserve all rights not expressly granted. Any unauthorized use terminates the permission or license granted by Hazelbrook.

4.2. Copyright. Except as otherwise expressly stated, the Service (including but not limited to all Content appearing on the Site) is the copyrighted work of Hazelbrook or its third party content suppliers and are protected by U.S. and international copyright laws. You may download information from the Service and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or Content obtained from the Service, in whole or in part, including any text, images, audio, video and software in any manner, without the prior written authorization of Hazelbrook or any applicable third party suppliers. Any unauthorized use of the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable regulations and statutes. Hazelbrook does not warrant or represent that your use of the Service will not infringe rights of third parties. If you believe that the Service violates or infringes upon your intellectual property rights pursuant to Title 17, United States Code, Section 512(c)(2), please notify us immediately at Hazelbrook, 10149 E. Exposition Ave. Aurora, CO 80013 or 303-800-7009 with all specifics necessary for us to consider and respond to your complaint. You may be asked to provide additional information and follow additional procedures for us to act on your complaint.

5. Ownership of Information Submitted via the Service

You shall own your Service Data (which shall be maintained in accordance with our Privacy Notice. Hazelbrook shall be free to use any ideas, concepts, know-how, feedback, suggestions or techniques contained in any communication you send to us via the Service or by any other means for any purpose whatsoever. When you submit any material or information protected by intellectual property or other rights (e.g., Service Data, photos, videos, articles, etc.) to the Service, you represent, warrant and covenant to Hazelbrook that you have the necessary rights to disclose, copy and display such information. Furthermore, you covenant and specifically grant to us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any such content that you post on or in connection with the Service. This license ends when you delete such content or your account unless your content has been shared with others and they have not deleted it. Notwithstanding anything set forth herein to the contrary, you hereby grant to Hazelbrook a non-exclusive, perpetual, irrevocable right and license to use, copy, transmit, modify and display Service Data provided such data is (a) collected, used and disseminated in aggregated and anonymized form; and (b) only used for internal business services and for improving the Services.

6. Restrictions and Requirements

6.1. In connection with your use of the Service, you agree you abide by requirements listed in the Intake agreement. In addition you agree you will not:

1. Upload or transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
2. Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Hazelbrook representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
3. Upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
4. Upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of Hazelbrook's or another's computer or property of another;
5. Delete any author attributions, legal notices, copyright or proprietary designations or labels that you upload to any communication feature;
6. Upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise;
7. Violate any applicable local, state, national or international law;
8. Upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary or privacy rights of any party;

9. Delete or revise any material posted by any other person or entity unless such material is incorrect and you are permitted to delete or revise it;
10. Manipulate or otherwise display the Service by using framing, creating deep-links to the Service by by-passing the Service's home page, mirroring or similar navigational technology or directly link to any portion of the Service other than the main homepage, www.Hazelbrook.com, in accordance with the Limited License outlined above;
11. Probe, scan, test the vulnerability of or breach the authentication measures of, this Service or any related networks or systems;
12. Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any services if you are not expressly authorized by such party to do so;
13. Use any robot, spider, scraper, or other automated or manual means to access this Service, or copy any content or information on this Service (excluding the acceptable use of the Service through the API); or
14. Modify, adapt, sublicense, translate, sell, create derivative works, download, reverse engineer, decompile or disassemble any portion of the Service;
15. Use the Service's communication features for multiple people to conduct group discussions (e.g., chatlines or chat rooms); or
16. use the Service other than the business purpose for which it was intended or in violation of these Terms of Use.

6.2. Acceptable Use Policy

By using the Service, you agree to this Acceptable Use Policy. You accept that the Services are provided for professional use only, and you agree that your use of the Services shall not include any of the following. This is not an exhaustive list:

1. Launching (or facilitating) a denial of service attack on our services or any third parties;
2. Attempting to break or bypass any security mechanism in our Services;
3. Testing or reverse-engineering our services in order to find limitations, vulnerabilities or evade filtering capabilities;
4. Using our Services to bypass phone-based verification systems (e.g. Craigslist, Facebook);
5. Using our Services to facilitate remote computer repair or “virus removal” services;
6. Using our Services in any manner that may subject Hazelbrook or any third party to liability, damages, and violations of law or danger;
7. Engaging in fraud, either with Hazelbrook or with any third party;
8. Promoting or engaging in or using the Service for illegal activities or for any malicious purpose;
9. Using our Services in connection with unsolicited marketing messages or broadcasts (i.e. spam, sending text messages in bulk, in a pattern that suggests cold outreach rather than one-to-one communication); facilitating unsolicited ringless voicemail or using bandit signs in violation of applicable law.
10. Sending any calls to life-line services, such as hospitals, fire, police, 911 or utility- related telephone numbers;
11. Using strings of numbers as it is unlawful to engage two or more lines of a multi-line business;
12. Harvesting, or otherwise collecting information about others, without their consent or other lawful basis for collecting such information;
13. Interfering with, or disrupting, networks connected to the Services or violating the regulations, policies or procedures of such networks;

14. Attempting to gain unauthorized access to the Services, data, information, other accounts, computer systems or networks connected to the Services, through password mining or any other means;
15. Interfering with another's use and enjoyment of the Services or Hazelbrook's Services (including but not limited to using the Service to adversely affect the availability of its resources to other users - e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text); or
16. Engaging in any other activity that Hazelbrook believes could subject it to criminal liability or civil penalty/judgment.
17. Accessing Hazelbrook's service or content in order to build a competitive product or service or to benchmark with a non-Hazelbrook product or service, or to reverse engineer Hazelbrook's product or service (to the extent such restriction is permitted by law).
18. Collection, use or disclosure of personal information of individual persons (sometimes referred to as "personally identifiable information," "PII," or "personal data") without obtaining the person's legally-valid consent or otherwise establishing a lawful basis for such personal information processing activities.

6.3. All of the items in Section 6.1 and 6.2 are collectively referred to as "Misuse". Hazelbrook expressly disclaims any liability for your Misuse of the Services. We may in our sole discretion determine whether you have Misused the Service or are otherwise in violation of the Terms of Use. Hazelbrook reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms of Use, including, without limitation, the immediate suspension or termination of the your use of the Service or any user's access and/or account as well as civil and/or criminal liability. Hazelbrook may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime

or civil wrong. Except as may be expressly limited by the Privacy Notice, Hazelbrook reserves the right at all times to disclose any information as Hazelbrook deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.

7. Right to Monitor

Hazelbrook does not actively monitor general use of this Service under normal circumstances. However, Hazelbrook does reserve the right to monitor such use at any time as it deems appropriate for use that, in our sole discretion, may be illegal, may subject Hazelbrook to liability, may violate these Terms of Use, or are, in the sole discretion of Hazelbrook, inconsistent with Hazelbrook's purpose for the Service.

8. No Editorial Control of Third Party

Content; No Statement as to Accuracy

To the extent that any of the Content included in the Service is provided by users or third party content providers, Hazelbrook has no editorial control or responsibility over such Content. Therefore, any opinions, statements, services or other information expressed or made available by users or third party suppliers on the Service are those of such users or third party suppliers. Hazelbrook does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any user or third party, or represent or warrant that your

use of the Service (including but not limited to the Content displayed on this Site) or referenced content or service providers will not infringe rights of third parties not owned by or affiliated with Hazelbrook.

9. Links to Third Party Sites

The Service may contain hyperlinks to other sites owned and operated by parties other than Hazelbrook. Such hyperlinks are provided only for ready reference and ease of use. We do not control such sites and cannot be held responsible for their content or accuracy and do not endorse these sites unless we specifically so state. In the event the Service provides hyperlinks to other sites that are not owned, operated or maintained by Hazelbrook, you acknowledge and agree that we are not responsible for and are not liable for the content, products, services or other materials on or available from such sites. We accept no liability for any information, products, advertisements, content, services or software accessible through these third party sites or for any action you may take as a result of linking to any such site. Any such sites are likely to set forth specific terms of use and privacy policies that you should review. Hazelbrook is under no obligation to maintain any link on the Service and may remove a link at any time in its sole discretion for any reason whatsoever. Hazelbrook shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such third party site. Hazelbrook is not responsible for the privacy practices of any other sites.

10. Applicability of Other Terms

In addition to these Terms of Use, additional or different terms and conditions (“Other Terms”) may apply in connection with certain types of available features, Content, or the purchase of Services from Hazelbrook, its subsidiaries or its affiliates. If applicable, these Other Terms will be set forth (i) where you are permitted to access such available features and Content, or purchase Services or (ii) in a link adjacent to where you are permitted to access such available features, Content, or purchase Services. You should carefully review all Other Terms, as applicable, before accessing and using such available features and Content. These Other Terms are incorporated into and made a part of these Terms of Use by reference. In the event these Terms of Use conflict with the Other Terms, the Other Terms shall control with respect to the subject matter to which such Other Terms apply.

11. Reservation of Rights

Hazelbrook reserves the right in its sole discretion and at any time (i) to deny any account creation request, (ii) to terminate your account to the Service, (iii) to remove any animated work or any other Content from the Service, and (iv) to modify, interrupt, limit, suspend or discontinue, temporarily or permanently, the Service or any subscription to the Service, in whole or in part, including, but not limited to, as Hazelbrook deems necessary for purposes of maintenance, upgrades and the like, to maintain the Service or to comply with applicable law. Hazelbrook shall not be liable to you or to any third party for any such modifications, suspensions or discontinuances of the Service or subscriptions to the Service and shall have no obligation to refund any fees paid pursuant to these Terms of Use.

12. Privacy Statement and Notice of

Privacy Practices

12.2. With respect to any personal information you upload to the Service or otherwise provide to Hazelbrook in connection with the Service, you represent and warrant that you have complied and will comply with all applicable laws and have established in advance and will maintain during your use of the Service all necessary rights, permissions, licenses and consents required by applicable laws to provide such personal information for the purposes of these Terms of Use and to authorize and enable Hazelbrook to perform its obligations and exercise its rights as set forth in these Terms of Use, including providing the Services, and processing such personal information in connection with these activities. You agree to promptly notify Hazelbrook if any use of personal information related to the Service may violate these representations and warranties.

13. Limited Warranty and Warranty

Disclaimer

13.1. Content and other information contained on this Service has been prepared by Hazelbrook as a convenience to its users and is not intended to constitute advice or recommendations upon which a user may rely. Hazelbrook has used reasonable

efforts in collecting, preparing and providing quality information and material, but makes no warranty or guarantee about the accuracy, completeness, or adequacy of the Service including but not limited to the Content or other information contained in or linked to the Site or any other service or site maintained or provided by Hazelbrook. Users relying on Content or other information from this Service do so at their own risk. Should you purchase any product or service from Hazelbrook or purchase products or services from a third party, the terms and conditions applicable to that transaction, if different from these Terms of Use, will govern such purchase, as applicable, and your use of this Service does not affect that purchase in any manner.

13.2. YOUR USE OF THIS SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, AND Hazelbrook EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT AND ACCURACY. Hazelbrook MAKES NO WARRANTY THAT THE SERVICE IS ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY SUCH PROBLEMS WILL BE CORRECTED. YOU ARE RESPONSIBLE FOR APPLYING THE LOCAL LAWS IN THE RELEVANT JURISDICTION WHEN USING THE SERVICE.

14. Limitation of Liability

In addition to the above warranty disclaimers, in no event will (A) Hazelbrook be liable for any consequential, exemplary, special, or incidental damages, including (but not limited to) any damages for lost profits, revenue, data, marketing and/or advertising expenditure, or other economic advantage, arising from or relating to

your use of or the inability to use the Services, EVEN IF Hazelbrook KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) Hazelbrook's total cumulative liability arising from or related to the Services, whether in contract or tort or otherwise, exceed the GREATER OF one hundred dollars (\$100.00) or the purchase price or fees paid by you during the preceding one-month period to Hazelbrook, its subsidiaries or its affiliates in connection with the use of the Services. In no event will Hazelbrook be liable for more than five hundred dollars (\$500.00), EVEN IF any error, misprint, or non-functioning Service is due in whole or part to an action or omission by an agent and/or employee of Hazelbrook.

15. Warranty Disclaimer and/or

Limitation of Liability May Not Apply

Some states do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this limited warranty will not apply to the extent prohibited by applicable law.

16. Compliance with All Laws

You represent and warrant that your use of the Services will be in accordance with the Hazelbrook Privacy Notice, with these Terms of Use, with any other applicable

laws and regulations, including without limitation any local laws or regulations in your country, province, state, city, or other governmental area, regarding the Services, online conduct and acceptable content, and including all applicable laws regarding the transmission of data, software, technology, or (including technical data) exported from the United States, Canada or the country in which you reside, and with any other applicable policy or terms and conditions. You further represent and warrant that your collection and use of personally identifiable information or technical data shall be in compliance with all applicable federal, provincial, state, and local laws, rules, and regulations as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of any of personal information or technical data; including but not limited to Data Protection Law (as defined in the DPA), the Controlling the Assault of Non-Solicited Pornography and Marketing Act (“CAN-SPAM”); and the Telephone Consumer Protection Act (“TCPA”) Personal Information Protection and Electronic Documents Act (“PIPEDA”), the Canadian Anti-Spam Law commonly referred to as (“CASL”)(collectively “Privacy Laws and Regulations”). Failure to comply with Privacy Laws and Regulations will be a material breach of these Terms of Use and may result in the immediate suspension and/or termination of your account, as well as civil and/or criminal liability. You’re responsible for determining whether the Service is suitable for you to use in light of your obligations under any regulations like the Health Insurance Portability and Accountability Act (“[HIPAA](#)”), the Gramm-Leach-Bliley Act (“GLB”), each Data Protection Law (as defined in the DPA), US export control laws and regulations and economic sanctions laws and regulations, or other applicable laws. If you’re subject to regulations (like HIPAA) and you use the Service, then we will not be liable if the Service doesn’t meet those requirements. You acknowledge that certain Services are not suitable for the provision, transmission, receipt, or other processing of protected health information (as that term is defined by HIPAA) or special categories of personal data under EU Data Protection Law (as that term is defined in the DPA) . Unless you have a subscription

for a HIPAA account AND you have executed a business associate agreement (“BAA”) directly with us, you acknowledge that we are not acting as “business associate”, and you shall not provide us, or use the Services to process or interact with, any protected health information in any form or in any way.

17. Indemnification

You agree to defend, indemnify and hold harmless Hazelbrook, its members, affiliates and/or partners, and its and their officers, directors, partners, shareholders, agents, licensees and employees (cumulatively “Hazelbrook Indemnitees”) from and against all claims, actions, liabilities, losses, expenses, damages and costs, including but not limited to attorney’s fees that may, at any time, arise out of or relate to your authorized, unauthorized, lawful or unlawful use of the Services, your breach of the Terms of Use, your inability to access the Service, the use of any linked sites, your reliance on any errors or omissions on the Service, the propagation and/or contraction of any computer virus in connection with your use of the Service or your violation of any laws or regulations.

18. Term and Termination

18.1. These Terms of Use, as may be updated from time to time, will commence on the date they are accepted by you and continue until terminated in accordance with Section 18.3 or 18.4 below.

18.2. Trial Period. Your Service may include a free trial period (which will be indicated when you subscribe to the Service), after which time, use of the Service will continue at the fees for the plan you selected until terminated.

18.3. Term. If you elect a month to month term, either party may terminate these Terms of Use by providing thirty (30) days notice to the other party. If you elect an annual term, these Terms of Use shall continue for a period of twelve months and shall automatically renew for successive one (1) year renewal terms, unless a party gives the other party a notice of its election not to renew at least thirty (30) days prior to the end of the then current term.

18.4. Termination for Breach. Either party may terminate these Terms of Use for cause if the other party fails to cure any material breach of these Terms of Use within thirty (30) days after receipt of written notice of such breach.

19. Force Majeure

Neither party shall be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of such party or its contractors, agents or suppliers, including but not limited to utility or transmission failures, power failure, strikes or other labor disturbances, acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters.

20. Notices

Any notices to you from Hazelbrook regarding the Service or these Terms of Use will be posted on this Site or made by e-mail or regular mail. Notices from you to Hazelbrook shall be sent to the contact information in the “How to Contact Us” section below.

21. Electronic Communications

When you visit this Site, use the Service or otherwise send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

22. Entire Agreement

These Terms of Use, the Privacy Notice Practices, and Other Terms or policies we may post on this Site constitute the entire agreement between us and you in connection with your use of the Service and supersedes any prior agreements between us and you regarding use of this Service.

23. Governing Law; Jurisdiction; Venue;

Severability of Provisions

The Terms of Use are governed by the laws of the State of Georgia, USA and controlling United States Federal law without regard to any conflicts of law provisions. All parts of these Terms of Use apply to the maximum extent permitted by law. We both agree that if we cannot enforce a portion of these Terms of Use as written, then that portion will be replaced with terms that most closely match the intent of the portion that cannot be enforced to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date such cause of action arises. Any claim or dispute arising out of or relating to these Terms of Use shall be subject to the exclusive jurisdiction of state or federal courts located in the State of Georgia, and you hereby consent and submit to the personal jurisdiction of such courts.

24. Password Accounts, Passwords, and

Security

If you have been given the option to open an account through the Service that will provide you with access to password protected portions of the Service and you elect to do so, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form, which includes: (i) your name, (ii) your business name and mailing address (iii) primary administrator information for the account, and (v) billing and related information, and choose a password and username. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to (a) immediately notify Hazelbrook of any unauthorized use of your account or any other breach of security of which you become aware, and (b) exit completely from your account at the end of each online session. Hazelbrook will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Hazelbrook or another party due to someone else using your account or password. You may not use anyone else's account at any time.

25. No Agency Relationship

Nothing in these Terms of Use is intended to create or shall be construed as creating any partnership, joint venture, employment, or other agency relationship between us. You may not enter into any contract on our behalf or bind us in any way.

26. Publicity

You agree that Hazelbrook may reference you and your company as a client of Hazelbrook's products and services in Hazelbrook's advertising and marketing.

27. Confidentiality

27.1. "Confidential Information" means any information or data, regardless of whether it is in tangible form, disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure. Confidential Information does not include any information which: (a) is publicly available through no fault of the receiving party; (b) was properly known to the receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to the receiving party, without restriction, by another person without violation of the disclosing party's rights; or (d) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party.

27.2. The receiving party agrees that it will use the Confidential Information of the disclosing party solely in accordance with these Terms of Use and it will not disclose such Confidential Information to any third party without the disclosing party's prior written consent, except as otherwise permitted hereunder; provided, however, Hazelbrook may use and disclose your Confidential Information as necessary to provide the Services. The receiving party agrees to exercise due care in protecting Confidential Information of the disclosing party from unauthorized use and disclosure. The receiving party may disclose the Confidential Information of the disclosing party, in whole or in part to its employees, representatives, actual or potential investors and subcontractors, who have a need to know and are legally

bound to keep such information confidential consistent with the terms of these Terms of Use.

27.3 The receiving party may disclose the Confidential Information of the disclosing party as required by applicable law provided that, prior to any such compelled disclosure, the receiving party will, if permissible: (a) promptly notify the disclosing party in writing to allow the disclosing party a reasonable opportunity to resist such disclosure and/or seek a protective order, and (b) reasonably cooperate with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information of the disclosing party, but only as and to the extent necessary to legally comply with such compelled disclosure.

27.4. The parties expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this Section 27 and that, in the event of an actual or threatened breach of the provisions of this section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this section.

28. How to Contact Us

For notices required pursuant to these Terms of Use, please contact us at: write to us at Hazelbrook, 14109 E. Exposition Ave. Aurora CO 80013 or contact us by phone at

[303-800-7009](tel:303-800-7009). If you would like to learn more about us, please email us at intake@hazelbrook.org

Hazelbrook Privacy Notice

Last Updated: April 2024

Privacy Notice

This Privacy Notice (“Privacy Notice” or “Notice”) explains the privacy practices of Hazelbrook (“Hazelbrook”, “we” or “our”). It describes the ways in which we collect, use (and don’t use), and disclose or sell the information we receive from you, including from our business customers who use our services to interact with you as well as information we receive via our websites (such as Hazelbrook.com and app.Hazelbrook.com), or the Hazelbrook mobile application, in order for you to use our Services, which we define and describe in this Notice. Our websites and the Hazelbrook mobile application are referred to collectively in this Notice as the “Sites.”

Your Consent

By using the Sites and Services (as defined below), you consent to the terms of this Privacy Notice. If you do not agree to the terms and conditions of this Privacy Notice, including having your “Personal Information” used in any of the ways described in this Privacy Notice, then do not provide us with your information. If you don’t

provide us with your information you may not be able to use certain parts or features of the Sites or the Services.

Use of the Sites and Services by you following our posting of a new Privacy Notice on our Sites constitutes your acceptance of the Privacy Notice as modified. In the event we materially change the way in which we use your Personal Information, where required by law we will provide you with notice and ask you to affirmatively accept these material changes.

This Privacy Notice applies to all of Hazelbrook's Services. This Privacy Notice is incorporated as part of Hazelbrook's Terms of Use, which apply to your use of the Site and Services.

How to Contact Us

If you have any questions about this Privacy Notice, please contact us at: write to us at Hazelbrook, 14109 E. Exposition Ave. Aurora CO 80013 or contact us by phone at [303-800-7009](tel:303-800-7009). If you would like to learn more about us, please email us at intake@hazelbrook.org

Description of Our Services

The Hazelbrook "Services" consist of online, offline and mobile offerings that help our customers track and optimize their call services, including software that can track and record customer calls and that give our customers the ability to use online

communication for measuring marketing campaigns, improving customer service, and improving sales performance. Our services may change and be updated from time to time.

Collection of Personal Information

When you register on our Sites or use our Sites or Services, we collect your Personal Information. In this Privacy Notice, the term “Personal Information” refers to information that tells us specifically who you are, such as your name, phone number, email, and postal address, as well as other data associated with you that is deemed to be personal information under the privacy laws of different states or countries. Privacy laws may refer to such information as, for example, “personal data” (UK and EU), “personally identifiable information” (US FTC regulations and various state laws), or “personal information” (California privacy laws). We use Personal Information to refer to all of these terms.

Hazelbrook collects the information on the callers that call our business customers through the dedicated phone numbers that our business customers have purchased through Hazelbrook (or numbers our business customers have requested be ported into Hazelbrook from another provider). This information includes: (1) the caller’s phone number; (2) the name displayed on the Caller ID (when available); (3) call recordings and transcripts of calls you place to us or to our customers when using our Services; and (4) other data that may be correlated through our business customer’s data sources (for example, customer data from CRM systems), personal data sources (for example, social contacts and email inboxes), and third party data services (for example, White Pages, Contactive, FullContact). The data is collected in order to display relevant caller information related to an incoming phone call. With respect to our use of data collected from third party data services, the transmission of such data

is encrypted using TLS encryption and all data cached is deleted and is not stored by Hazelbrook for any longer than necessary for business purposes. We do not share this data outside of the Services. We may use this data to increase the accuracy of caller information and provide more specific information to our customers regarding the call location, to describe the types of businesses that engage with our customers and to determine call histories for analytics purposes.

We also collect information on our customers' website visitors via our JavaScript, as described in more detail in our Cookie Notice. This information includes IP address, User Agent, URLs visited on our customers' websites, and other data that may be accessible through the JavaScript code installed on the customers' websites. We use various in-house and third-party analytics tools to analyze the activity of our own customers as they use our Sites and Services.

You may opt out of providing your Personal Information by not entering it when asked or by following the instructions provided elsewhere in this Privacy Notice and our Cookie Notice.

How We Use Your Personal Information

Personal information you provide to Hazelbrook or our customers who use our Services to interact with you may be used to:

- Discuss products or services we provide
- Provide our services that you or our customers have requested
- Personalize and customize our Services to your or our customers' preferences
- Make improvements to our sites and marketing campaigns
- Resolve requests for customer support

- Send information regarding Hazelbrook, such as promotions, contests and events
- Send an email newsletter regarding information we think you will be interested in
- Comply with our contracts with customers and other third parties
- Comply with applicable laws and regulatory or law-enforcement requirements

Disclosures and Transfers of Personal Information

We do not share with or disclose Personal Information to third parties, except when one or more of the following conditions is true:

- We have your permission to make the disclosure;
- The disclosure is necessary for the purpose for which the Personal Information was obtained;
- The disclosure is to our credit card service provider in order to fulfill and carry out the purchase and provision of the Services requested by you;
- The disclosure is permitted or required by relevant law;
- The Personal Information to be disclosed is otherwise publicly available in accordance with the applicable law;
- The disclosure is reasonably related to the sale or other disposition of all or part of our business or assets;
- The disclosure is for our own marketing purposes, or, with your authorization, for the marketing purposes of third parties;
- The party to whom the disclosure is made controls, is controlled by, or is under common control with Hazelbrook;

- The disclosure is in our sole discretion necessary for the establishment or maintenance of legal claims or legal compliance, to satisfy any law, regulation, subpoena, or government request, or in connection with litigation;
- The disclosure is in our sole discretion about users who we believe are engaged in illegal activities or are otherwise in violation of the Hazelbrook Terms of Service or other contracts, even without a subpoena, warrant or court order; or
- The disclosure is to outside businesses to perform certain services for us, such as maintaining our Site and Services, providing marketing assistance, and data analysis, including our service providers that may be outside the country or jurisdiction in which you reside.

We may also email you information regarding updates to the Services and to send information regarding Hazelbrook, such as promotions, contests and events. Again, email will not be distributed or shared with third parties.

Third-Party Sites

The Site contains links to other web sites. Hazelbrook is not responsible for the privacy practices or the content of these other web sites. You will need to check the policy statements of these other web sites to understand their policies.

Do Not Track

Do-Not-Track is a public-private initiative, <http://www.w3.org/2011/tracking-protection/>, that has developed a technical “flag” or signal that an end-user may be able to activate within their browser software to notify websites that they do not wish to be “tracked” by 3rd parties as defined by the initiative. The initiative, however, has not reached a consensus as to exactly what technical or other actions those parties receiving the signal should take. As a result, Do-Not-Track has not yet been standardized and most websites, including Hazelbrook, do not alter their behavior or change their services when they receive a “do-not-track” flag or signal.

Cookies and Advertising Technologies

When you visit our Site, other websites where we advertise Hazelbrook’s offerings, or the websites of our customers, we may collect data about your online activities. We use this data to support our own or our customers’ advertising efforts and to provide some of our Services to our customers. To collect this data, we use cookies and other advertising technologies, which may be deployed on our Site, our customers’ websites, and on other websites where we or our customers advertise. These cookies and other technologies can be either our own or provided by third party providers.

This section provides additional information about the various technologies that Hazelbrook uses to manage the Hazelbrook Sites and to deliver ads to you and Services to our customers, including services that collect information when you interact with our customers by phone or on their websites.

Cookies

We use cookies to provide functionality to our Sites and also to deliver our Services to our customers. A cookie is a small text file that can be stored on your computer or device when you visit a website, view an advertisement, or interact with an online service. Cookies are used to remember information about you, such as the time you visited a website, your IP address, your browser type, the pages you visit, items you have placed in your shopping cart, and how long you stay on a webpage. A common use of cookies on behalf of our customers is to associate your phone call data with your browsing activity on the customer's website.

To learn more about the cookies and other technologies we serve (including how to opt-out of them), please visit our [Cookie Notice](#).

Log files

Like most websites and online services providers, we gather certain information when you visit or interact with our Sites and on our customers' behalf when you interact with them via our Services. This information is collected automatically and stored in log files. It includes internet protocol (IP) addresses, User Agent, URLs visited on our customers' websites, and other data that may be accessible through the JavaScript code installed on the customers' websites.

Third Party Advertising Services

We may use third parties such as advertising networks, ad exchanges, and analytics service providers to help us serve, optimize and measure the performance of our advertisements across the Internet and mobile applications. You may see our ads on other websites because these third parties' services may track your online activities across multiple websites, online services and mobile applications over time by

collecting information through automated means, such as cookies, and they use this information to, among other things: (a) help deliver advertisements to you that you might be interested in; (b) prevent you from seeing the same advertisements too many times; and (c) understand the usefulness to you of the advertisements that have been delivered to you. To learn more about the third party cookies and technologies we use on our Site, see our Cookie Notice.

These third party tracking technologies are not controlled by us, even if they use our technology to help store or collect data. Except for the disclosures about third parties in our Cookie notice, statements in this Notice regarding our privacy practices do not apply to the methods for collecting information used by these third-party providers and others or the use of the information that such third parties collect. We do however work with third parties to make efforts to have you provided with the information on their practices and any available opportunity to exercise choice.

The relevant third parties' terms of service, privacy policies, permissions, notices and choices should be reviewed regarding their collection, storage and sharing practices. We make no representations regarding the policies or practices of third-party advertisers or providers of tracking technologies or related third parties. You may wish to visit <http://www.networkadvertising.org/choices>, which provides information regarding this practice by Network Advertising Initiative ("NAI") members, and your choices regarding having this information used by these companies, including the "opt-out" procedures of NAI members.

You may also be able to opt-out of receiving interest-based ads by visiting the Digital Advertising Alliance ("DAA") website at <http://www.aboutads.info/choices/control>, the Digital Advertising Alliance of Canada ("DAAC") at <https://youradchoices.ca/en/tools>, or the European Digital Advertising Alliance ("EDAA") website at www.youronlinechoices.com. Similar limitations may apply to

the opt-outs provided by these organizations. We are not responsible for effectiveness of or compliance with any third-parties' opt-out options.

Opting out of these organizations only means that those members no longer will be allowed under their own rules to deliver targeted content and/or ads to you, which will affect this and other sites, but does not mean you will no longer receive any targeted content and/or ads. Also, if your browsers are configured to reject cookies when you visit their opt-out pages, or you subsequently erase your cookies, use a different device or change web browsers, your opt-outs may not, or may no longer, be effective. Additional information is available on each organization's website accessible by the above links.

Google Analytics

One of the third party services we use on our Site is Google Analytics, a web analysis service provided by Google, to better understand your use of the Site and Services. Google Analytics collects information such as how often users visit the Websites, what pages they visit and what other sites they used prior to visiting. Google uses the data collected to track and examine the use of our Site, to prepare reports on its activities and share them with other Google services. Google may use the data collected on our Site to contextualize and personalize the ads of its own advertising network. Google's ability to use and share information collected by Google Analytics about your visits to our Site is restricted by the [Google Analytics Terms of Use](#) and the [Google Privacy Policy](#).

Google offers an opt-out mechanism for the web available [here](#).

Please consult our [Cookie Notice](#) below for more information about the types of cookies and tracking technologies that we use on our Site and why, and how to accept and reject them.

Correcting & Updating Your Information

Consumers who are not Hazelbrook customers can request corrections and updates to your Personal Information by contacting us as directed in the “How To Contact Us” section above.

If you are a Hazelbrook customer and wish to update your billing information, please log in to your account, click on Billing to update your information. Additionally you can contact Hazelbrook support for more assistance with the Personal Information in your account: <https://support.Hazelbrook.com/> To discontinue the Service, please submit a request with Hazelbrook support. Hazelbrook will respond to your correction or update request within at most 30 days from the date of your request.

Data Retention and Destruction

We will retain Personal Information for the period necessary to provide our Services or fulfill the purposes for which it was collected, or as otherwise required by our contracts or by law.

When determining how long we should keep data, we consider the length of time we will have a relationship with you and our customers to whom we provide our Services, whether there is a legal obligation that would require us to keep the information for a specified period of time, the reasons why we process your data,

and the risk of harm from unauthorized use or disclosure of your Personal Information.

We may also anonymize or de-identify Personal Information for research or analytical purposes so that it is no longer associated with you. If data is anonymized or de-identified, we may use this data for as long as we have a legitimate business purpose for such use, without additional notice to you.

Where we hold and process Personal Information for a customer as part of our Services, our retention or deletion of data will be subject to that customer's instructions, and in such cases the customer's retention and deletion preferences may apply. If a Hazelbrook customer cancels their account (or it is terminated for any reason), we make no guarantee that the customer's data will be retained following termination.

For more detailed information about Hazelbrook's Data Retention and Destruction please [click here](#).

Confidentiality and Security

Children's Privacy

We restrict access to information collected about our customers and our visitors at our Sites to our employees, our affiliates' employees, or others who need to know that information to provide services to our visitors or customers or in the course of conducting our normal business operations. We maintain appropriate physical,

electronic, and procedural safeguards to protect the information collected via the Sites and Services. We also advise all Hazelbrook employees about their responsibility to protect customer data and Personal Information, and we provide them with appropriate guidelines for adhering to our Company's business ethics standards and policies that relate to information security and privacy.

Hazelbrook protects its databases with various physical, technical, organizational and procedural measures and we restrict unauthorized access to customer data and Personal Information. While we implement these and other [security](#) measures on our sites, please note that 100% security is not always possible. We cannot guarantee that the security measures we have in place to safeguard Personal Information will never be defeated or fail, or that those measures will always be sufficient or effective.

Children's Privacy

Our Services and Sites are not directed at children under 16 years of age (or older where required by law), and we do not knowingly collect or receive Personal Information from them. If we learn that we have received Personal Information from a child whose age requires parental consent for processing, we will make commercially reasonable efforts to remove such data from our Services. If you believe that we have received Personal Information from a child whose age requires parental consent, you may contact us as directed in the "How To Contact Us" section above.

Social Media Platforms and Websites

Any information, communications, or material of any type or nature that you submit to any Hazelbrook pages or sites contained on a social media platform or website

such as Facebook or Twitter, by email, posting, messaging, uploading, downloading, or otherwise (collectively, a “Submission”), is done at your own risk and without any expectation of privacy. Hazelbrook cannot control the actions of other users of any social media platform or website and we are therefore not responsible for any content or Submissions contained on such sites and platforms. By visiting any of our pages or sites that are contained on a social media platform or website, you are representing and warranting to Hazelbrook that you have reviewed the applicable privacy policy and terms of use of such platform or website and that you will abide by all such provisions contained therein.

Additionally, in the event that any one of the Sites offers a message board or any other interactive or social-type feature on a website administered directly by us, please be aware that these areas may allow you to publicly post, and share with other users, certain messages, content, or other information (e.g., stories, pictures, ingredients, tips, etc.). Although we may take certain precautions to protect those who use these areas of the Hazelbrook’s Sites, we encourage you to be wary of giving out any personal information in such public forums. The information you post can be collected and used by people you don’t know. We cannot guarantee the privacy and safety of these areas and are therefore not responsible for any information you choose to post. Your use of these features is fully at your own risk.

Cookie Notice

A cookie is a small piece of data (text file) that a website — when visited by a user — asks your browser to store on your device in order to remember information about you, such as your language preference, the contents of a shopping cart, or login information. When you visit our Site, the cookies we set on your browser or device are called first party cookies. We also use third party cookies — which are cookies from a domain different than the domain of the website you are visiting — for our

advertising and marketing efforts. See the “Cookies and Advertising Technologies” section or our Privacy Notice for more information on how we use cookies.

More specifically, we use cookies and other tracking technologies for the following purposes:

- Assisting you in navigation;
- Assisting in registration to our events, login, and your ability to provide feedback;
- Analyzing your use of our Services or applications, including how you interact with our customers’ websites;
- Assisting with our promotional and marketing efforts (including behavioral advertising)
- Assisting our customers with the activities above

Below is a detailed list of the cookies we use on our Website. Our Website is scanned with our cookie scanning tool regularly to maintain a list as accurate as possible. We classify cookies in the following categories:

- Strictly Necessary Cookies
- Performance Cookies
- Functional Cookies
- Targeting Cookies

A list of the cookies we employ on our Site is provided below. You can opt-out of each cookie category (except strictly necessary cookies) by clicking on the “cookie settings” button.

Cookies and technologies deployed through our

Services

If a Hazelbrook customer elects to use our JavaScript tool on the customer's website, the JavaScript will allow the Customer's website to use certain functionality offered by Hazelbrook through the Services, such as the ability to associate your calls with the customer and your activity on the customer's website. The specific functionality employed on a customer's website depends on the particular features of the Services that the customer chooses to use. You should therefore review the relevant Customer's privacy notice and cookie disclosures for further information about the specific types of cookies and other tracking technologies used on the customer's website and for instructions on how to opt-out or manage your preferences regarding these features of our Services.

Updates and Notice of Material Change in the Use of

Your Personal Information

We may update this Privacy Notice and Cookie Notice from time-to-time in our sole discretion. It is your responsibility to review this Privacy Notice for any changes each time that you use the Sites and Services.