

# Terms and Conditions

## **Agreement between user and hoomhouse.com**

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Hoom House provides information and software only. Hoom House is not a "therapist referral service" and does not provide medical advice or participate in any medical representation. Hoom House is not a substitute for therapy services.

## **Electronic Communications**

Visiting hoomhouse.com or sending emails to Hoom House constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## **Your account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Hoom House is not responsible for third party access to your account that results from theft or misappropriation of your account. Hoom House and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Hoom House does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use hoomhouse.com only with permission of a parent or guardian.

## **Links to third party sites/Third party services**

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Certain services made available via hoomhouse.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the hoomhouse.com domain, you hereby acknowledge and consent that Hoom House may share such information and

data with any third party with whom Hoom House has a contractual relationship to provide the requested product, service or functionality on behalf of hoomhouse.com users and customers.

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You are granted a non-exclusive, non-transferable, revocable license to access and use hoomhouse.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Hoom House that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

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### **Use of communication services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication

Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Hoom House has no obligation to monitor the Communication Services. However, Hoom House reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Hoom House reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Hoom House reserves the right at all times to disclose any information as 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 Hoom House's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Hoom House does not control or endorse the content, messages or information found in any Communication Service and, therefore, Hoom House specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Hoom House spokespersons, and their views do not necessarily reflect those of Hoom House.

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No compensation will be paid with respect to the use of your Submission, as provided herein. Hoom House is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Hoom House's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **Third Party Accounts**

You will be able to connect your Hoom House account to third party accounts. By connecting your Hoom House account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by Hoom House from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Hoom House Content accessed through hoomhouse.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Hoom House, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Hoom House reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Hoom House in asserting any available defenses.

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**Termination/access restriction**

Hoom House reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Michigan and you hereby consent to the exclusive jurisdiction and venue of courts in Michigan in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Hoom House as a result of this agreement or use of the Site. Hoom House's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Hoom House's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Hoom House with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Hoom House with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Hoom

House with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon 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. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Hoom House reserves the right, in its sole discretion, to change the Terms under which hoomhouse.com is offered. The most current version of the Terms will supersede all previous versions. Hoom House encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Hoom House welcomes your questions or comments regarding the Terms:

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Effective as of January 01, 2016