

# ASTRA BEHAVIORAL HEALTH, LLC WEBSITE TERMS AND CONDITIONS OF USE

## **DISCLAIMER**

**IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY OR IF AT ANYTIME WHILE USING [WWW.ASTRABH.COM](http://WWW.ASTRABH.COM) YOUR MOOD WORSENS OR YOU DEVELOP THOUGHTS OF SELF HARM OR HARM TO OTHERS OR OTHER HARMFUL THOUGHTS OR CONCERNS, CALL 911 IMMEDIATELY.**

The following **TERMS AND CONDITIONS OF USE** ("Terms and Conditions") concern ASTRA BEHAVIORAL HEALTH, LLC, the ASTRA BEHAVIORAL HEALTH, LLC Website ([WWW.ASTRABH.COM](http://WWW.ASTRABH.COM)) and its subdomains (together with its pages and features: "Website"). These Terms and Conditions are made and entered into by and between you and ASTRA BEHAVIORAL HEALTH, LLC ("WWW.ASTRABH.COM"). You and ASTRA BEHAVIORAL HEALTH, LLC are sometimes referred to as a "Party" and together as the "Parties." The terms "you" and "your" means you and your dependents, if any.

**For all inquiries, please be aware that we cannot guarantee the confidentiality or security of email.** Please do not send any information that you would consider confidential to any of the email addresses on this Website. By providing your email address, you acknowledge this fact and authorize us to respond to you using email.

The content included in the Website, including without limitation, text, copy, audio, video, photographs, illustrations, graphics, and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind by ASTRA BEHAVIORAL HEALTH, LLC. You should always seek the advice of your qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. All information provided by the Website or in connection with any communications supported by ASTRA BEHAVIORAL HEALTH, LLC, is intended to be for general information purposes only.

**Article I. CONTENT ON THIS WEBSITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS." YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY. ASTRA BEHAVIORAL HEALTH, LLC DOES NOT REPRESENT OR WARRANT THAT:**

- Section 1.01** ANY FUNCTIONS CONTAINED IN ANY OF THE CONTENT WILL BE UNINTERRUPTED OR ERROR FREE
- Section 1.02** THE WEBSITE OR WEBSITE FEATURES ARE DESIGNED TO MEET ANY OR ALL OF YOUR NEEDS
- Section 1.03** ANY DEFECTS WILL BE CORRECTED
- Section 1.04** ASTRA BEHAVIORAL HEALTH, LLC DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE WEBSITE.
- Section 1.05** THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR WILL NOT BE ACCESSED BY UNAUTHORIZED USERS OR HACKERS ATTEMPTING TO OBTAIN ACCESS TO THIS WEBSITE OR INFORMATION TRANSMITTED TO OR FROM ASTRA BEHAVIORAL HEALTH, LLC.

**Article II. ELECTRONIC COMMUNICATIONS**

**Section 1.06** When you use our Website, or send e-mails, messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. Email sent to ASTRA BEHAVIORAL HEALTH, LLC may not be encrypted and may be accessed and viewed by other Internet users without your knowledge when it is electronically transmitted to ASTRA BEHAVIORAL HEALTH, LLC. ASTRA BEHAVIORAL HEALTH, LLC will not respond to any specific requests made about your own personal medical or health questions or concerns made through this website. You should contact your primary care physician for any medical, health or professional advice related to your personal medical or health condition. If you are an ASTRA BEHAVIORAL HEALTH, LLC Patient and require an immediate response to your health care coverage, please call the toll-free number on the back of your insurance card.

# ASTRA BEHAVIORAL HEALTH, LLC

## WEBSITE TERMS AND CONDITIONS OF USE

### **Article III. ACCURACY OF INFORMATION**

**Section 3.01** Although ASTRA BEHAVIORAL HEALTH, LLC attempts to ensure the integrity and accuracy of the Website, it makes no representations, warranties, or guarantees whatsoever as to the correctness or accuracy of our Website and all other content on the Website. It is possible that the Website could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions, and alterations could be made to the Website by third parties. In the event that an inaccuracy arises, please inform ASTRA BEHAVIORAL HEALTH, LLC so that it can be corrected. Information contained on the Website may be changed or updated without notice. Additionally, ASTRA BEHAVIORAL HEALTH, LLC shall have no responsibility or liability for information or content posted to the Website from any non-ASTRA BEHAVIORAL HEALTH, LLC affiliated third party.

### **Article IV. WEBSITE**

**Section 4.01** You may not misuse WWW.ASTRABH.COM. You may use our Website only as permitted by law. The content of the Website, including without limitation to the files, documents, text, photographs, images, audio, video, and any materials accessed through or made available for use or download through the Website may not be copied, distributed, modified, reproduced, published, or used, in whole or in part, except for purposes authorized or approved in writing by ASTRA BEHAVIORAL HEALTH, LLC. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, content, or other proprietary information (including, without limitation to, images, text, page layout, or form) of ASTRA BEHAVIORAL HEALTH, LLC without our express written consent. Should there be unauthorized use of the Website as determined by ASTRA BEHAVIORAL HEALTH, LLC, or any breach by you of this Terms and Conditions of Use, the access granted will be automatically terminated.

### **Article V. LIMITATION OF LIABILITY**

**Section 5.01** ASTRA BEHAVIORAL HEALTH, LLC and any third parties mentioned and any of ASTRA BEHAVIORAL HEALTH, LLC'S officers, directors, members, managers, owners, partners, agents, employees, representatives, parents, subsidiaries, affiliates, successors, trustees, assigns, transferees, contractors, vendors or licensees are neither responsible nor liable for any direct, indirect, incidental, consequential, exemplary, or special damages (including, without limitation, legal costs, attorney fees, lost profits, replacement costs or repair costs) whatsoever (including, without limitation, those resulting from lost profits, lost data, or business interruption) caused by or arising from or in connection in any way to the website, content or information contained within the website, whether based on warranty, contract, tort, or any other legal theory and whether or not advised of the possibility of such damages.

**Section 5.02** If you do not agree to the terms and conditions or any part thereof or if you seek to assert any claim against ASTRA BEHAVIORAL HEALTH, LLC or affiliates of ASTRA BEHAVIORAL HEALTH, LLC relating to the terms and conditions or your use of this website, your sole and exclusive remedy is to discontinue using this website.

**Section 5.03** You hereby release and forever waive and discharge any and all claims and liabilities you may have against ASTRA BEHAVIORAL HEALTH, LLC from any and all matters relating to your use of any ASTRA BEHAVIORAL HEALTH, LLC website.

### **Article VI. TERMS AND CONDITIONS, RESTRICTIONS AND REVISIONS**

**Section 6.01** By accessing, browsing and/or using this Website, you accept and agree to be bound by these Terms and Conditions and the Privacy Policy and all other policies, restrictions, conditions and notices found by clicking on the links on the bottom of the home page and any page of this Website, all of which are incorporated within this policy by reference. Please review these Terms and Conditions and the Privacy Policy and all other policies, restrictions, conditions and notices which govern your visit to this website, each time you visit this Website.

**Section 6.02** ASTRA BEHAVIORAL HEALTH, LLC has no obligation to update any information or content on this Website, and information or content may be out of date at any given time. ASTRA BEHAVIORAL HEALTH, LLC may also make improvements and/or changes in the information or content contained on ASTRA BEHAVIORAL HEALTH, LLC website at any time without prior notice.

**Section 6.03** Each time you visit this Website it is your responsibility to review the then most current Terms and Conditions and any other policies, restrictions, conditions and notices on the website and by accessing, browsing, and/or using this Website, you accept and agree to be bound by the most current Terms and Conditions and any other policies, restrictions, conditions and notices on this website.

Last Updated: May 16<sup>th</sup>, 2022

# ASTRA BEHAVIORAL HEALTH, LLC WEBSITE TERMS AND CONDITIONS OF USE

## **Article VII. WEBSITE USE BY MINORS**

**Section 7.01** ASTRA BEHAVIORAL HEALTH, LLC does not knowingly or intentionally collect personal information from children under age 18. The content of our Website is directed at adults, and therefore this Website is intended for use only by adults over the age of 18. If you are under the age of 18, please consult a parent or guardian for help in using this Website.

## **Article VIII. INBOUND LINKS**

**Section 8.01** You may not, under any circumstances, establish a link to the ASTRA BEHAVIORAL HEALTH, LLC Website without the express written consent of the Leadership Team of ASTRA BEHAVIORAL HEALTH, LLC, including but not limited to deep linking.

## **Article IX. EXTERNAL LINKS**

**Section 9.01** Please note that pages of this Website may be linked to other websites which may have different terms of use. ASTRA BEHAVIORAL HEALTH, LLC does not own, control, manage, supervise, direct or otherwise have any involvement in the business or affairs of any third-party site. ASTRA BEHAVIORAL HEALTH is not responsible for the privacy practices or the content of the third-party site. Once you link to another site, you are subject to the Privacy Policy of that site. ASTRA BEHAVIORAL HEALTH, LLC encourage you to be aware when you are leaving our Website to read the privacy statements of each and every website that you visit before providing any Personal Identifiable Information.

## **Article X. PROPRIETARY RIGHTS**

**Section 10.01** ASTRA BEHAVIORAL HEALTH, LLC retains ownership of the ASTRA BEHAVIORAL HEALTH, LLC Website and any material provided on the Website, and all rights, title, and interest, including, without limitation, all patents, copyrights, trade secrets, trademarks and other proprietary rights. You acknowledge and agree that ASTRA BEHAVIORAL HEALTH, LLC'S Website, and any necessary software used in connection with this Website ("Software") are proprietary and confidential and are protected by applicable intellectual property and other laws. Except as expressly authorized by ASTRA BEHAVIORAL HEALTH, LLC, you shall not modify, rent, lease, loan, sell, distribute or create derivative works based on this Website or the Software, in whole or in part. You shall not claim or assert any right or title to this Website and/or Software.

**Section 10.02** You shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in this Website and Software. You shall not modify this Website or the Software in any manner or form, or use modified versions of the Software. You shall not access this Website by any means other than through the interface that is provided by ASTRA BEHAVIORAL HEALTH, LLC.

## **Article XI. REVISIONS TO OUR TERMS AND CONDITIONS POLICY**

**Section 11.01** As additional features and functions are added, updates to our Terms and Conditions Policy may be necessary. ASTRA BEHAVIORAL HEALTH, LLC reserves the right, at our sole discretion, to change, modify, add, remove, or otherwise revise portions of this Terms and Conditions Policy at any time. It is our policy to post changes made by us to our Terms and Conditions Policy on this page. The date this Terms and Conditions Policy was last revised can be located at the bottom of each page within the policy. You are responsible to periodically monitor and review updates made to our Terms and Conditions Policy, and any other policies, restrictions, conditions and notices each time your visit this Website. By accessing, browsing, and/or otherwise using the Website following the posting of changes, you accept and agree to be bound by those changes.

**If you have any questions regarding security on our Website, you may e-mail or mail in questions to:**

**Ombudsman  
Astra Behavioral Health, LLC  
2000 Ring Road  
Elizabethtown, KY 42702  
Email: rflowers@astrabh.com**