

TERMS OF USE AGREEMENT FOR EMDR THERAPIST NETWORK.com WEB SITE Updated August 24, 2009

1. AGREEMENT BETWEEN USER AND INNER COURAGE. This is a binding agreement ("Agreement") between Inner Courage LLC, a limited liability company ("INNER COURAGE") and you, the user ("You" or "Your"). The EMDR THERAPIST NETWORK Web Site is offered to You conditioned on Your acceptance without modification of the terms, conditions, and notices contained herein. By accessing the EMDR THERAPIST NETWORK Web Site, You confirm Your acceptance of, and agree to be bound by, this Agreement and all such terms, conditions and notices. THIS WEB SITE IS OFFERED FOR INFORMATION PURPOSES ONLY, NOTHING IN IT SHALL BE INTERPRETED AS MEDICAL OR PSYCHOLOGICAL ADVICE, OR AS AN ENDORSEMENT OF OUR SPONSORS OR THOSE WHO LIST IN OUR DIRECTORY.

2. MODIFICATION OF THESE TERMS OF USE. INNER COURAGE RESERVES THE RIGHT TO CHANGE THE TERMS, CONDITIONS AND NOTICES OF THIS AGREEMENT UNDER WHICH THE EMDR THERAPIST NETWORK WEB SITE IS OFFERED AT ANY TIME WITHOUT NOTICE TO YOU. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THESE TERMS AND CONDITIONS. THE MOST CURRENT VERSION OF THIS AGREEMENT CAN BE VIEWED BY CLICKING ON THE "TERMS OF USE" HYPERTEXT LINK LOCATED AT THE BOTTOM OF INNER COURAGE'S WEB PAGES. YOUR NON-TERMINATION OR CONTINUED USE OF THE EMDR THERAPIST NETWORK WEB SITE AFTER CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES.

3. PRIVACY POLICY. Because your privacy is important to You and to INNER COURAGE, INNER COURAGE will operate <http://www.emdrtherapistnetwork.com> in accordance with its Privacy Policy, which is incorporated into this Agreement by this reference and which may be viewed by following this link to the Privacy

Policy. BY CONSENTING TO THIS AGREEMENT INNER COURAGE, YOU CONSENT TO THIS PRIVACY POLICY.

4. INNER COURAGE WEB SITE USAGE. As a condition of Your use of the EMDR THERAPIST NETWORK Web Site, You represent and warrant to INNER COURAGE that You will not use the EMDR THERAPIST NETWORK Web Site for any unlawful purpose or in any manner prohibited by this Agreement. In particular, you represent and warrant that You will comply with all laws and regulations that govern confidential or personally identifiable patient information, including without limitation gathering, transmitting, using, disclosing, or storing such patient information. You also agree to comply with the requirements detailed below in the Personally Identifiable Patient Information section of this Agreement.

You represent and warrant that You will not use the EMDR THERAPIST NETWORK Web Site in any manner which could damage, disable, overburden or impair the EMDR THERAPIST NETWORK Web Site or interfere with any other party's use and enjoyment of the EMDR THERAPIST NETWORK Web Site.

The EMDR THERAPIST NETWORK "Members Only" portion of the EMDR THERAPIST NETWORK Web Site ("Members Only Site") is intended only for access by professionals who pay for our directory listing and other services provided by INNER COURAGE ("Members"). All Member information You provide to INNER COURAGE and that You post on the EMDR THERAPIST NETWORK Web Site, including without limitation name, title, address, phone number, fax number, and email address, must be current, accurate and complete. If INNER COURAGE at any time discovers any error or omission in the information You provide, INNER COURAGE may in its sole discretion terminate the right to access and use the Members Only Site by any Member. You may not permit anyone other than Yourself to use Your EMDR THERAPIST NETWORK Member information to access any portions of the EMDR THERAPIST NETWORK Web Site which are restricted to Members only, and You are responsible for the acts or omissions

by third parties who are under Your control for their use of the Members Only Site, and for any damages incurred by You as a result thereof.

The EMDR THERAPIST NETWORK Members Only Site may contain chat areas, forums, news groups, bulletin board services and other facilities ("INNER COURAGE Web Services") that permit You to communicate with other Members of the EMDR THERAPIST NETWORK. You agree to use these INNER COURAGE Web Services only to post, send and receive messages and materials that are appropriate and related to the discipline or service. By way of example, and not as a limitation, You agree that when using INNER COURAGE Web Services, You will not:

- Violate any applicable laws or regulations;
- Upload information that contains material protected by intellectual property laws, including without limitation material protected by patent, copyright, trademark (such as INNER COURAGE's logo), or trade secrets, or by rights of privacy of publicity unless You own or control the rights thereto or have received all necessary consents;
- Falsify or delete author attributions, legal or other proper notices or proprietary designations indicating the origin or source of information that is uploaded or downloaded from the EMDR THERAPIST NETWORK Web Site;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Inappropriate topics, names, material or information may include without limitation, personal, non-topic related, criticisms or attacks, confrontational speech such as "flaming" or all caps posts, jokes, resumes or personal material;
- Publish confidential or personally identifiable patient information in violation of the regulations detailed below in the

Personally Identifiable Patient Information section of this Agreement, State or Federal law, codes of ethics, professional licensing requirements or any other professional obligations with respect to patient confidentiality or personally identifiable information, including without limitation protocols for patient information;

- Harass, abuse, threaten or otherwise violate any legal rights of others;
- Upload viruses, corrupted files or any other software or information that may damage the operation of another's computer or network;
- Use the EMDR THERAPIST NETWORK Web Site for commercial purposes, including, but not limited to, advertisements, promotions, offers to buy or sell goods or services, surveys, contests, pyramid schemes, or sponsorship banners;
- Use the EMDR THERAPIST NETWORK Web Site to forward chain letters;
- Permit anyone other than Yourself to use Your EMDR THERAPIST NETWORK Member information to access any portions of the EMDR THERAPIST NETWORK Web Site which are restricted to Members only;
- Use any name other than your professional Member name, including without limitation nicknames or impersonations;
- Forward any material or information contained in one of INNER COURAGE's Web Services to anyone who is not a Member of the EMDR THERAPIST NETWORK; or
- Violate any of INNER COURAGE's policies, guidelines or other codes of conduct which are applicable to the EMDR THERAPIST NETWORK Web Site or in particular to one of INNER COURAGE's Web Services.

News Group Protocol

INNER COURAGE has no obligation to screen or monitor INNER COURAGE's Web Services; however, INNER COURAGE reserves the right to review information or materials posted to any of INNER COURAGE's Web Services and to remove any such information or materials in its sole discretion. INNER COURAGE reserves the right at all times, in its sole discretion, to edit, refuse to post or to remove any information or materials from the EMDR THERAPIST NETWORK Web Site, including without limitation to INNER COURAGE's Web Services, regardless of whether such material does or does not violate this Agreement or any INNER COURAGE policies, guidelines, or other codes of conduct which are applicable to the EMDR THERAPIST NETWORK Web Site or in particular to one of INNER COURAGE's Web Services.

INNER COURAGE does not control or endorse the content, messages or information found in any of INNER COURAGE's Web Services, and INNER COURAGE specifically disclaims any liability with regard to INNER COURAGE's Web Services. INNER COURAGE does not endorse or otherwise verify the accuracy, truthfulness or reliability of any information provided on INNER COURAGE's Web Services unless it is provided by an authorized INNER COURAGE spokesperson. Any statements made on INNER COURAGE's Web Services reflect only the views of their authors, and your reliance on any such content is at your own risk. INNER COURAGE's Web Services will be managed or hosted by employees, independent contractors, and/or Members of INNER COURAGE, who are not authorized INNER COURAGE spokespersons, and their views or actions in managing or hosting INNER COURAGE's Web Services do not necessarily reflect those of INNER COURAGE.

5. PERSONALLY IDENTIFIABLE PATIENT DATA You agree to not use or disclose on the EMDR THERAPIST NETWORK Web Site, including without limitation on INNER COURAGE's Web Services, any health information that identifies, or with respect to which a reasonable basis exists to believe that the information can be

used to identify, an individual. Health information identifies an individual or creates a reasonable basis to identify an individual if: (1) it is created by or received from a health care provider, health plan, employer or health care clearinghouse; and (2) it relates to the past, present or future physical or mental health or condition of the individual, the provision of health care to the individual, or the past, present or future payment for the provision of health care to the individual.

Health information that identifies or creates a reasonable basis to identify an individual includes the following types of information: name, address (including street address, city, county, zip code, or equivalent geocodes), names of relatives and employers, birth date, telephone and fax numbers, email addresses, social security number, medical record number, health plan beneficiary number, account number, certificate or license number, any vehicle or other device serial number, web URL, Internet Protocol (IP) address, finger or voice prints, photographic images, radiographic images or other diagnostic images that include identifying data, and any other unique identifying number, characteristic or code (whether generally available in the public realm or not) that you have reason to believe may be available to an anticipated recipient of information.

Health information may be used or disclosed without written individual authorization only in very narrow circumstances, including where it has been de-identified by eliminating the specified identifying information listed above and You have no reason to believe that a reasonably anticipated recipient could use the remaining information either alone or in combination with other information to identify the individual. You agree that You shall be solely responsible for any such determination and agree to indemnify INNER COURAGE for the consequences of such determination and for any information posted by You on the EMDR THERAPIST NETWORK Web Site, including without limitation on INNER COURAGE's Web Services, should it identify or should the subject of such information believe it identifies such individual.

In the event that Federal or state requirements protecting individual health information are more restrictive than the laws and regulations discussed in this Agreement, and should such requirements apply to Your use of the EMDR THERAPIST NETWORK Web Site including without limitation to INNER COURAGE's Web Services, You agree to abide by such requirements in using or disclosing such information and to indemnify and hold INNER COURAGE harmless for the consequences of your violation of any and all laws.

6. SECURITY The EMDR THERAPIST NETWORK Members Only Site requires a userID and password for access and use. Certain INNER COURAGE Web Services may require additional codes. We encourage you to use "strong" passwords (e.g., an eight to twelve character code that contains upper case and lower case letters, a mix of alpha and numeric characters, and contains words not found in a dictionary). You are solely responsible for (1) maintaining the strict confidentiality of the userIDs, passwords and codes ("Member Information") assigned to You; (2) charges, damages or losses that may be incurred or suffered as a result of Your or Your personnel's failure to maintain the strict confidentiality of Member Information; and (3) promptly informing INNER COURAGE in writing of any need to deactivate and replace any Member Information due to security concerns. INNER COURAGE is not liable for any harm related to the theft of Your Member Information, Your disclosure of Your Member Information, or Your authorization to allow another person or entity to access and use the Members Only Site using Your Member Information. You agree to notify INNER COURAGE immediately as soon as You become aware of any unauthorized use of Your Member Information. Notice to INNER COURAGE under this section of the Agreement may be accomplished by sending e-mail to contractmanager@innercourage.com or by conventional mail to: Inner Courage LLC, Contract Manager, 21 NE Alberta Portland, OR 97211-2601.

7. COPYRIGHT AND TRADEMARK OWNERSHIP, NOTICES AND INFRINGEMENT

COPYRIGHTS:

All contents of the EMDR THERAPIST NETWORK Web Site are: Copyright © 2006 Inner Courage LLC. All rights reserved.

The content of the EMDR THERAPIST NETWORK Web Site is proprietary to INNER COURAGE and is protected by the copyright laws of the United States and other countries. The compilation of the content on the EMDR THERAPIST NETWORK Web Site is the exclusive property of INNER COURAGE and is protected by the copyright laws of the United States and other countries.

The EMDR THERAPIST NETWORK On-Line Membership Directory is: Copyright © 2006 Inner Courage LLC. All rights reserved. No part of this directory may be reproduced, stored in a retrieval system or transmitted in any form or by any means for commercial purposes without the prior written permission of INNER COURAGE. Notwithstanding the foregoing, EMDR THERAPIST NETWORK Members are permitted to access and download the names of one or more other Members, but not the entire Membership Directory list, for purposes of contacting such Members. For information, address Inner Courage LLC
21 NE Alberta

Portland, OR 97211-2601.

INNER COURAGE does not claim ownership of the individual materials or information You may provide to INNER COURAGE, including without limitation feedback, suggestions, posts, uploads, inputs, or submissions to the EMDR THERAPIST NETWORK Web Site including without limitation any of INNER COURAGE's Web Services. However, if You provide such materials or information to INNER COURAGE:

- You warrant and represent that You own or otherwise have all of the rights in and to Your materials or information including, without limitation, all the rights necessary for You to provide, post, upload, input or submit the materials or information; and
- You grant INNER COURAGE, its affiliated entities and sublicensees a non-exclusive, perpetual, worldwide, royalty free, fully paid up and irrevocable license to use Your materials or information, including without limitation the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, make derivative or collective works, translate and reformat the materials or information, and to publish Your name in connection with Your materials or information, or for any other purpose, including commercial purposes. INNER COURAGE will not pay You compensation with respect to any use of Your materials or information.

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the INNER COURAGE Web Site, without the prior written permission of INNER COURAGE. For information contact:

Inner Courage LLC

Contract Manager

21 NE Alberta

Portland, OR 97211-2601

Any rights not expressly granted herein are reserved by INNER COURAGE.

Any testimonial or endorsement on this Website shall not be considered a representation, warranty or guarantee to Members or You on the efficacy of the therapy or information on the EMDR THERAPIST NETWORK Web Site . Results may vary widely and each individual may experience different outcomes. All testimonials are moderated by Inner Courage LLC. Those who supply testimonial content represent, warrant and agree that the testimonial is an accurate portrayal of their experience with the therapy and the EMDR THERAPIST NETWORK Web Site and claim

no interest in the intellectual property as is consistent with these Terms of Use.

TRADEMARKS:

Nothing in this Agreement or its performance shall grant You any right, title, interest, or license in or to INNER COURAGE's names, logos, logotypes, trade dress, designs, or other trademarks. Any and all rights not expressly granted herein are reserved by INNER COURAGE. "EMDR" is a registered trademark of Francine Shapiro.

8. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT THE FOLLOWING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING INNER COURAGE THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS REQUESTS FOR TECHNICAL ASSISTANCE, REPORTS OF E-MAIL ABUSE, AND PIRACY REPORTS, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS. INNER COURAGE does not guarantee any action based upon the receipt of such information. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to INNER COURAGE's Designated Agent. Written notification must be submitted to the following Designated Agent:

Service Provider(s): Inner Courage LLC

Name of Agent Designated to Receive Notification of Claimed Infringement: Inner Courage LLC

Full Address of Designated Agent to which notification Should be Sent: 21 NE Alberta, Portland, OR 97211-2601

Telephone Number of Designated Agent: (503) 341-4325

Facsimile Number of Designated Agent: (503) 335-0066

Email Address of Designated Agent:
support@emdrtherapistnetwork.com

To be effective, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
 4. Information reasonably sufficient to permit the service provider to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
 5. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 6. A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
9. LINKS TO THIRD PARTY WEB SITES the EMDR THERAPIST NETWORK Web Site may contain links to third party Web Sites. The third party Web Sites are not under the control of INNER COURAGE, and INNER COURAGE is not responsible for the contents of any third party Web Site, and the inclusion of any link is as a convenience and does not imply endorsement by INNER COURAGE of the site or any association or relationship with its operators.
10. NO PROFESSIONAL ADVICE The information and materials available through the EMDR THERAPIST NETWORK Web Site, including without limitation the INNER COURAGE Web Services, is for information and educational purposes only and is not a

substitute for a professional judgment of the health care professional in diagnosing and treating patients. The psychological, medical, scientific and general information included on the EMDR THERAPIST NETWORK Web Site may reflect innovations and opinions not universally shared and does not necessarily reflect the view of INNER COURAGE. INNER COURAGE and the EMDR THERAPIST NETWORK Web Site, including without limitation INNER COURAGE's Web Services, does not give psychological advice, medical advice, or provide medical or diagnostic services. YOUR RELIANCE UPON INFORMATION AND MATERIALS OBTAINED BY YOU AT OR THROUGH THE EMDR THERAPIST NETWORK WEB SITE, INCLUDING WITHOUT LIMITATION ON INNER COURAGE'S WEB SERVICES, IS SOLELY AT YOUR OWN RISK. THE METHODS AND TECHNIQUES MENTIONED HEREIN MAY NOT BE SUBJECT TO PEER REVIEW AND SCIENTIFICALLY PROVEN.

11. TERMINATION INNER COURAGE reserves the right in its sole discretion to terminate Your access to any or all of the EMDR THERAPIST NETWORK Web Site, including without limitation INNER COURAGE's Web Services, at any time without notice for any reason whatsoever. Sections 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, and 17 of this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever.

12. COMPLIANCE WITH APPLICABLE LAWS INNER COURAGE reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

13. GENERAL DISCLAIMERS, EXCLUSION OF DAMAGES, AND LIMITATION OF LIABILITY. INNER COURAGE LLC DOES NOT INVESTIGATE OR VALIDATE THE CREDENTIALS OF ANY OF THE THERAPISTS LISTED ON THIS WEBSITE AND YOU MUST RELY ON YOUR OWN INVESTIGATION INTO MEMBER CREDENTIALS. THE INFORMATION, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE EMDR THERAPIST NETWORK WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION ON THE EMDR THERAPIST NETWORK WEB SITE. INNER COURAGE LLC MAY MAKE IMPROVEMENTS AND/OR

CHANGES TO THE EMDR THERAPIST NETWORK WEB SITE AT ANY TIME. ADVICE RECEIVED VIA THE EMDR THERAPIST NETWORK WEB SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS, AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE.

INNER COURAGE MAKES NO REPRESENTATIONS ABOUT THE EMDR THERAPIST NETWORK WEB SITE, INCLUDING WITHOUT LIMITATION THE EMDR THERAPIST NETWORK WEB SITE'S SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS AND ACCURACY OF THE INFORMATION, MATERIALS, PRODUCTS, SERVICES AND GRAPHICS. INNER COURAGE PROVIDES the EMDR THERAPIST NETWORK WEB SITE, INCLUDING WITHOUT LIMITATION ALL INFORMATION, MATERIALS, PRODUCTS, SERVICES, AND GRAPHICS "AS IS" WITHOUT WARRANTY OF ANY KIND. INNER COURAGE DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE EMDR THERAPIST NETWORK WEB SITE, INCLUDING WITHOUT LIMITATION ALL INFORMATION, MATERIALS, PRODUCTS, SERVICES AND GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE.

YOUR SOLE AND EXCLUSIVE REMEDY IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE EMDR THERAPIST NETWORK WEB SITE IS TO DISCONTINUE USING THE EMDR THERAPIST NETWORK WEB SITE AND MEMBERS WILL BE RETURNED ANY PREPAID LISTING SERVICES, IF MEMBER SUBSCRIBES TO THE LISTING SERVICE FOR OVER ONE YEAR. INNER COURAGE SHALL IN NO EVENT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE FOR ANY DIRECT, INDIRECT, COMPENSATORY, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, DATA OR PROFITS ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY CONNECTED WITH THE USE

OR PERFORMANCE OF THE EMDR THERAPIST NETWORK WEB SITE, WITH THE DELAY OR INABILITY TO USE THE EMDR THERAPIST NETWORK WEB SITE OR INNER COURAGE'S WEB SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, MATERIALS, PRODUCTS, SERVICES AND GRAPHICS OBTAINED THROUGH THE EMDR THERAPIST NETWORK WEB SITE, SECURITY BREACHES, OR OTHERWISE ARISING OUT OF THE USE OF THE EMDR THERAPIST NETWORK WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF INNER COURAGE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ALSO IN PARTICULAR, IN NO EVENT SHALL INNER COURAGE BE HELD LIABLE FOR ANY DIRECT, INDIRECT, COMPENSATORY, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE INFORMATION PROVIDED ON THE EMDR THERAPIST NETWORK WEB SITE, INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE USE OF TECHNIQUES OR PROCEDURES DISCUSSED ON THE EMDR THERAPIST NETWORK WEB SITE.

Some jurisdictions do not permit the exclusion or limitation of implied warranties or the exclusion of certain types of damages. Therefore, if and only if required by applicable law, some of the foregoing exclusions may not apply to You.

14. INDEMNITY YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS INNER COURAGE, ITS SUCCESSORS, AFFILIATES, AND ASSIGNS, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) AND DAMAGES ARISING OUT OF CLAIMS BASED UPON YOUR USE OF THE EMDR THERAPIST NETWORK WEB SITE, INCLUDING WITHOUT LIMITATION ANY CLAIM OF LIBEL, DEFAMATION, VIOLATION OF RIGHTS OF PRIVACY OR PUBLICITY, LOSS OF SERVICE BY OTHER MEMBERS AND INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER RIGHTS. INNER COURAGE WILL NOTIFY YOU PROMPTLY OF ANY

CLAIM FOR WHICH INNER COURAGE SEEKS INDEMNIFICATION AND WILL AFFORD YOU THE OPPORTUNITY TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM, PROVIDED THAT YOUR PARTICIPATION WILL NOT BE CONDUCTED IN A MANNER PREJUDICIAL TO INNER COURAGE'S INTERESTS, AS REASONABLY DETERMINED BY INNER COURAGE.

15. GOVERNING LAW This Agreement is governed by the laws of the State of Oregon, United States of America, but not that jurisdiction's conflicts of laws rules. You hereby consent to the exclusive jurisdiction and venue of state and federal courts in Multnomah County, Oregon in all disputes arising out of or relating to the use of the EMDR THERAPIST NETWORK Web Site.

16. NO RELATIONSHIP You agree that no joint venture, partnership, employment, or agency relationship exists between You and INNER COURAGE as a result of this Agreement or use of the EMDR THERAPIST NETWORK Web Site, including without limitation INNER COURAGE's Web Services.

17. CONSTRUCTION If any part of this Agreement is determined to be invalid or unenforceable, 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.

18. INNER COURAGE CONTACT INFORMATION

Webmaster: contractmanager@innercourage.com, Inner Courage LLC, Contract Manager, 21 NE Alberta, Portland, OR 97211-2601.

19. NOTICES given by INNER COURAGE to You will be given by a general posting on the EMDR THERAPIST NETWORK Web Site or by an e-mail, if an e-mail address is available. Notices given by INNER COURAGE to EMDR THERAPIST NETWORK Members may

also be given by conventional mail. Notices to INNER COURAGE must be sent by conventional mail to:

Attention: Contract Manager
Inner Courage LLC
21 NE Alberta
Portland, OR 97211-2601

20. ASSIGNMENT INNER COURAGE may assign this Agreement, in whole or part, in its sole discretion. You agree not to assign, transfer or sublicense Your rights or obligations under this Agreement.

21. ADDITIONAL REPRESENTATIONS, WARRANTIES and COVENANTS BY MEMBERS. I, as a Member, make the following covenants, representations and warranties: I am fully trained in EMDR (I have completed Weekend 1 and 2 of Basic Training with an EMDR Institute or an EMDRIA Approved Trainer.) I have completed 10 additional hours of supervision with an EMDRIA Approved Consultant required if my Weekend 1 training occurred after July 1, 2007 or my Weekend 2 training occurred after December 31, 2007. (Therapists trained before these deadlines are not required to get consultation hours after training to be considered "fully trained.") The records I post or have posted on www.emdrtherapistnetwork.com. Proof of my EMDRIA Approved training is available upon request. (Please note: PESI is NOT an EMDRIA Approved Basic Training Provider.);

I have graduated from a Master's or Doctoral program with a focus in the mental health field (Social Work, Counseling, Marriage Family Therapy, Psychology, Psychiatry, Psychiatric Nursing.) If my masters or doctorate program was in Art Therapy or Drug and Alcohol Counseling, EMDRIA has accepted my clinical program for the EMDR training.

My practice status is one of the following:

a) I am licensed or certified through my state or national credentialing board. If certified, and not licensed, the state where I practice does not *require* licensure to practice in the mental health field. ***I understand that current and continuous licensure or certification is a requirement during the entirety of my listing on this site;***

b) I am currently being supervised for licensure in the mental health field (Social Work, Counseling, Marriage Family Therapy, Psychology, Psychiatry, Psychiatric Nursing). If under supervision, the state where I practice does not require licensure or supervision to practice in the mental health field. ***I understand that current and continuous supervision is a requirement during the entirety of my listing on this site, and I inform all clients of this status and require a signed disclosure statement;*** or

c) I am practicing mental health in a state that does not require licensure, certification or supervision. ***I understand I must follow the ethics and best practices of my profession and all state laws and regulations to practice in the mental health field.***

I practice only in the state(s) in which I am licensed, certified (unless nationally certified) or supervised, or if my state does not require licensure, certification or supervision to practice in the mental health field I practice only in that state.

I am actively practicing EMDR methods with confidence and success, and I am comfortable offering my therapy services, as listed, to the public;

I practice in the state in which I am licensed; I adhere to the ethical guidelines of my profession; I am actively practicing EMDR methods with confidence and success, and I am comfortable offering my therapy services, as listed, to the public; I have read the Vision, Mission, Values statement of ETN and have no conflict with it.

I maintain (and have without interruption in my practice) professional liability insurance appropriate for my licensure and practice (minimum \$1,000,000);
I do not have any outstanding complaints, lawsuits, charges or investigations involving my professional practice;
I have never had my professional license suspended or revoked for professional misconduct, incompetence or negligence;
I will immediately notify EMDR Therapist Network if there are any changes in the information I am providing;

I have also performed the following:

a) I have informed my clients that EYE Movement Desensitization and Reprocessing (EMDR) is a treatment approach that has been widely validated by research only with civilian PTSD, and that research on other applications of EMDR is now in progress,

b) I have specifically advised my clients that distressing, unresolved memories may surface through the use of the EMDR procedure, that some clients have experienced reactions during the treatment sessions that neither they nor the administering clinician may have anticipated, including a high level of emotion or physical sensations, and that subsequent to the treatment session, the processing of incidents / material may continue, and other dreams, memories, flashbacks, feelings, etc. may surface, and

c) I require my clients to sign an acknowledgement that before commencing EMDR treatment, they have thoroughly considered all of the above, have obtained whatever additional input and/or professional advice they deemed necessary or appropriate to having EMDR treatment, and I require my clients` signed consent to receiving EMDR treatment, with an acknowledgement that such signed consent was given free from pressure or influence from any person or entity.

22. ENTIRE AGREEMENT Unless otherwise specified herein, this Agreement constitutes the entire agreement between You and INNER COURAGE with respect to the EMDR THERAPIST NETWORK Web Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or

written, between You and INNER COURAGE with respect to the EMDR THERAPIST NETWORK Web Site, including without limitation to INNER COURAGE's Web Services.