



FREIA

FINDING RECOVERY & EMPOWERMENT FROM ABUSE

FREIA: Terms of Use and Privacy Policy

Thank you for visiting frea.support ("The Site").

By using The Site and by clicking on the "I Have Read and Accept These Terms of Use and Privacy Policy" button below, you are creating a legal and binding agreement between you ("you" and "your") and **The Empowerment Training Center** as well as **Robin Trainor Masci** and **Meryl Hershey Beck** ("Owner," "our", "we," "us", jointly collectively and individually), who is the Owner of The Site, that includes all of the following terms and conditions of your usage of The Site as well as Owner's privacy policy and **Disclaimer**.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind that company or legal entity to this agreement.

Owner shall be free to change these Terms of Use and Privacy Policy at any time by posting the same on The Site but without any individual notice to you and if you use The Site after such change is so posted, you will be deemed to have accepted such change and such change shall be retroactively made a part of these Terms of Use and Privacy Policy. All parts of this agreement including the Terms of Use and Privacy Policy shall be deemed to be one single agreement even though the agreement has the said or other captions or titles. You are herein given the non-exclusive and non-transferable right and license to use The Site upon the express terms set forth in these Terms of Use and Privacy Policy and conditioned upon your accepting all of the said Terms of Use and Privacy Policy by clicking on the "I Have Read and Accept These Terms of Use and Privacy Policy".

ADVISORY

Before you accept this agreement, you should note that other parties may post materials that you may find offensive. It is also possible that other parties may obtain information about you that you may consider personal and that they may seek to harass, intimidate or otherwise use such information in a manner that you may object to. Additionally, information that you post is not private and may be accessed and viewed by others.

Thus you should be extremely careful about the information you provide and you should not post information that reveals your home address, telephone number, your full name or other information that you do not want to have publicly revealed. YOU SHOULD ONLY USE A SCREEN NAME OR INITIALS AND NEVER YOUR FULL NAME AND NEVER YOUR HOME ADDRESS OR TELEPHONE NUMBER.

- 1 **The Site.** The content of The Site including but not limited to the fees being charged and any other aspects of The Site can be changed at any time and any additions or changes shall be automatically deemed covered by these terms. The Site or your access to The Site can be terminated at any time by Owner. No such actions shall be deemed a breach or violation of this agreement on the part of Owner. Owner shall not be obligated to provide individual notice to you of any changes to The Site. The term "The Site" includes the entirety of The Site including but not limited to all of the content of The Site, jointly, collectively and individually.
- 2 **Your Responsibilities.** You shall be exclusively responsible for anything you post, publish or otherwise put up on The Site ("Material" in this agreement, jointly, collectively and individually) and the term "Material" shall include but shall not be limited to any information including any photographs, descriptions, biographical material including but not limited to your screen name or initials as indicated above, email information, experience or other information you provide and, in addition, shall include but shall not be limited to any so-called "metadata" which shall mean any information including personally identifiable information, related to you as provided by you or as collected by The Site) and everything and all Material that you post, publish or otherwise put up or transmit or which is collected shall be subject to all of your representations, warranties, obligations and indemnities contained in this agreement. In the event that you provide information about yourself, you shall update such information from time to time to keep the said information current but subject to the ADVISORY above. You are responsible for maintaining the confidentiality of any user identification, password and account provided to you as part of your use of The Site and you are fully responsible for all activities that occur under your user identification, password or account. You shall not allow any other parties to use your account. Owner reserves the right but has no obligation to reject any Material brought to Owner's attention but Owner shall not, as a regular matter, review, edit, censor or otherwise maintain any supervisory role with regard to any Material. You agree that you will not post on The Site or otherwise publish, transmit, republish or retransmit to others including but not limited to via providing links to any of the following:
 - 3 any Material that may violate the rights of any other party including but not limited to any rights of privacy, rights against libel and slander including but not limited to both personal and trade libel or slander, rights of contract, copyright, trademark, trade dress, patent or any other rights or any Material that is obscene, offensive, racist, sexually explicit, harassing or which violates the laws of any state, country, province or any other governmental entity anywhere in the world and you agree that you shall be solely responsible for obtaining any permissions to use any materials including materials from

- other sites in your Material;
- 4 any Material, including but not limited to any Material contained in your profile, that includes any other party's telephone number, home address, URL's or other web site designations, email address, anatomical or sexual references, or sexually suggestive language;
- 5 any photographs, graphics or the like in any format containing nudity or personal information;
- 6 any Material that is encrypted;
- 7 any Material that is advertising or involves commercial or other solicitation of any nature, whether for you or any other party and whether or not considered to be "spam" or junk email and whether or not mailed individually or as part of a mass mailing;
- 8 any Material that may be deemed to be or is a chain letter or the like; and
- 9 any Material that contains or delivers any form of viruses, trojan horses, or any other form of malicious or harmful program.

Additionally, you understand that everyone who posts any material to The Site including but not limited to advertisers who advertise on The Site may own rights to that material or such advertisements and other matters and you agree that you shall not copy, transmit, repost or otherwise use any such material or such advertisements and other matters anywhere without the express, prior and written permission of the owner of that material or such advertisements and other matters.

No software from The Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Burma, Cuba, Iran, North Korea, Sudan, or Syria or any other country to which the United States has embargoed goods; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using any such software, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

You further agree that you shall not:

- 1 interrupt or disrupt or attempt to interrupt or disrupt The Site in any way or prevent or impede any other party's access to The Site;
- 2 provide false or misleading information about yourself or others except that you may use a screen name or other name for purposes of privacy;
- 3 modify or change or attempt to modify or change any aspect of The Site;
- 4 stalk, harass, or otherwise bother any other party; and
- 5 collect or store email addresses or other information about other users.

You agree that your correspondence or business dealings with, or participation in promotions of advertisers or others including but not limited to any practitioners found on or through The Site, including credit card processors and others and including issues related to payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertisers or others. You agree to abide by all of the terms and conditions related to your correspondence or business dealings with such other parties.

You agree that Owner shall not be responsible or liable for any loss or damage of any sort

incurred as the result of any such dealings or as the result of the presence of such advertisers, practitioners or others on The Site. Advertisers, practitioners and others are not employees, joint venturers, partners or agents of Owner and are not otherwise affiliated with or related to Owner and are all independent contractors in regard to Owner. Advertisers, practitioners and others have no authority to bind or obligate Owner in any manner whatsoever. Owner does not screen or investigate the Material or the information posted by you and Owner does not screen or investigate any of the advertisers, practitioners or others in any manner whatsoever.

Violations of this agreement under appropriate circumstances or for certain repeat offenders, shall result in the termination of subscribers and account holders and other users of The Site, our network or our service. Owner is registered under the Digital Millennium Copyright Act of 1998 as may be amended and pursuant to that act as well as Owner's other rights and remedies whether or not set forth herein, Owner may remove any materials which, in Owner's sole discretion, may be illegal, may subject Owner to liability, or which may violate the within terms and conditions or privacy policy or this agreement.

Owner may act in accordance with direction from law enforcement officials or pursuant to court orders. Any claims from copyright holders and responses thereto shall be governed by the provisions of the Digital Millennium Copyright Act of 1998 as may be amended.

Owner's Rights.

Owner shall be and remain the sole and exclusive owner of all rights in and to the Material including but not limited to all rights of contract, copyright, trademark, trade dress and all other rights in all media, formats, languages and other forms of expression. The only right that you retain are the non-exclusive right to use the Material on a web site owned by you. Owner reserves the right and by entering into this agreement you agree to allow Owner to access all Material and other information you post on The Site as well as the right to monitor any and all activities on The Site including the right to remove any Material that Owner deems in violation of this agreement or otherwise as set forth in this agreement, but Owner shall not have the obligation to do so and Owner shall not, as a regular matter, review, edit, censor or otherwise maintain any supervisory role with regard to any such activities or such Material.

You further agree to allow Owner the right to store and make copies of all of your Material and other information you post. You further agree to allow Owner the right to make all aspects of the Material and other information you post publicly available on The Site and agree to allow Owner the right disclose to any other party all such Material and other information you post subject to Owner's privacy policy set forth below. You further agree that Owner shall have the right, but not the obligation, to include your name, initials, email address or other information about you in any uses of the Material.

You also agree that Owner may preserve Material and information about you and may disclose Material if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce the terms of this agreement;
- (c) respond to claims that any Material violates the rights of other parties; or
- (d) protect the rights, property, or personal safety of Owner, The Site, the users of The Site

and the public.

Owner is the sole and exclusive proprietor of all of Owner's contract rights, copyrights, trademarks, trade dress, patent and other rights in and to The Site and all content on The Site and you shall have no rights of any sort in and to such rights and you shall not use any of such rights. Even though the Material may be combined as part of The Site or otherwise, you and Owner shall not be deemed to be joint authors of The Site and it is not your intention or Owner's intention to be joint authors, as that term is defined in the United States copyright act.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of The Site.

You hereby give and grant to Owner, and Owner's heirs, successors, assigns and licensees, the exclusive right to use, copy, display, post, repost, distribute, make compilations, data bases, derivative and other versions of the Material including but not limited to incorporating the Material into other works and the within grant shall be a grant to Owner and Owner's heirs, successors, assigns and licensees both during the term of this agreement and after this agreement terminates for any reason and in perpetuity and may not be revoked by you for any reason.

Owner shall have the right to sell, assign, delegate and otherwise transfer any or all of its rights and obligations in this agreement and The Site and in and to the Material to any other party including but not limited to parties owned and controlled by or related to Owner. You will be deemed to have consented to the disclosure to, and use by, any of the foregoing by any subsequent party and to the privacy policy of such subsequent party to the extent you continue to use The Site after such transfer.

You further acknowledge that Owner may establish general practices and limits concerning use of The Site, including but not limited to the maximum number of days that email messages, message board postings or other uploaded Material will be retained, the maximum number of email messages that may be sent from or received by you, the maximum size of any email message that may be sent from or received by you, the maximum disk space that will be allotted on Owner's servers on your behalf, and the maximum number of times and the maximum duration for which you may access The Site in a given period of time.

You agree that Owner has no responsibility or liability for the deletion or failure to store any messages and other communications or other Material. You acknowledge that Owner reserves the right to delete accounts that are inactive for an extended period of time.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor." If you are a resident of any other state you waive any similar laws that prevent a full and complete release.

1 **Interpretation of this Agreement.** It is the intention of Owner in this agreement

and with regard to The Site to make certain that Owner is not deemed to be a publisher, speaker or distributor of any Material and not responsible in any manner for the conduct of you or any other member or otherwise. As such, this agreement and The Site shall be construed to make Owner not liable in any manner for any Material, such conduct or otherwise and to make Owner's actions consistent and compliant with all laws, anywhere in the world, whether now in existence or hereafter enacted.

- 2 **Your Promises.** In addition to all your other promises, representations and warranties and obligations contained in this agreement, you represent and warrant: that you are over the age of 18 (or the legal age of majority where you reside, whichever is older); that you are legally able to enter into a binding agreement by accepting the within document without it being on paper; that you are not a resident of any country that the United States prohibits communications with including but not limited to Burma, Cuba, Iran, North Korea, Sudan, or Syria; that neither the Material nor entering into this agreement by you will impair or violate any rights of any party and that all of the Material complies and will comply with all applicable laws, statutes, regulations of any governmental or other body exercising jurisdiction over this agreement, The Site or otherwise anywhere in the world; that the Material is original with you; that all information contained in the Material is completely truthful, honest and not misleading in any way; and that you shall be solely responsible for full compliance under all state and federal laws, statutes, regulations and similar enactments anywhere in the world regulating this agreement, The Site or otherwise. You further represent and warrant that you shall not seek to hold Owner, or any of Owner's shareholders, officers, directors, employees, agents, members, attorneys or others liable in any manner for anything that may result from your or another person's use of The Site. These promises, representations and warranties shall survive the termination of this agreement.
- 3 **Your Indemnities.** You shall defend and save and hold harmless Owner, Owner's affiliated and related corporations and other related business entities, their or Owner's respective heirs, successors and assigns and their or Owner's licensees, partners, employees, agents, attorneys, shareholders, officers, directors and members against any and all claims, demands, costs, awards, damages and the like, including attorneys fees, that may arise from a breach or claimed breach of any of your warranties, representations, promises or obligations under this agreement, whether or not a breach of those warranties, representations, promises or obligations is finally sustained and whether or not any litigation or claim is filed, or for any other cause of action or claims by any parties including but not limited to any governmental body whether or not any litigation or claim is filed or sustained. These indemnities shall survive the termination of this agreement.

Readers and users of the information contained on this web site and related materials including but not limited to in any advertising, testimonials, practitioner information or other materials (as used in this paragraph 7 inclusive, the foregoing shall be referred to as "The Information" herein, jointly, collectively and individually and the term "The Information" shall

include but shall not be limited to any products mentioned in The Information) are strongly cautioned and advised to consult with a physician, psychologist, psychiatrist or other licensed health care professional before utilizing any of The Information. The Information changes rapidly and is subject to many differing interpretations. The Information is not intended to be used as and is not medical or psychological or other advice and is not any recommendation for any particular treatment or program and such advice and recommendation should only come from the reader's or user's own physician, psychologist, psychiatrist or other licensed health care professional. All readers and users of The Information should consult their own physician, psychologist, psychiatrist or other licensed health care professional prior to using any of The Information.

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All product names, brand names and the like mentioned, depicted or used in The Information are either trade names, service marks, trademarks or registered trademarks or copyrights (whether registered or not) of and owned by the respective owners. Any uses in The Information of such trade names, service marks, trademarks or registered trademarks or copyrights (whether registered or not) are for identification purposes only and there is absolutely no intention on the part of The Information or the owner of this web site and any of the owner's successors, assigns, licensees, employees, officers, directors, attorneys, agents and other parties related to that owner or any contributors to this web site or any other party thereof to disparage, interfere with or infringe upon any such trade names, service marks, trademarks or registered trademarks or copyrights (whether registered or not).

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THE OWNER OF THIS WEB SITE AND ANY OF THE OWNER'S SUCCESSORS, ASSIGNS, LICENSEES, EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, AGENTS AND OTHER PARTIES RELATED TO THAT OWNER AND ANY CONTRIBUTORS TO THIS WEB SITE AND ANY OTHER

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THE WITHIN LIMITATION OF WARRANTIES MAY BE LIMITED BY THE LAWS OF CERTAIN STATES OR OTHER JURISDICTIONS AND SO SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO THE READER OR USER AND THE READER OR USER MAY HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.

IF THE READER OR USER DOES NOT AGREE WITH ANY OF THE TERMS OF THE FOREGOING, THE READER OR USER SHOULD *NOT* USE THE INFORMATION OR REMAIN ON THIS WEB SITE.

IF THE READER OR USER REMAINS ON THIS WEB SITE, THE READER OR USER WILL BE DEEMED TO HAVE ACCEPTED THE PROVISIONS OF THIS DISCLAIMER.

- 1 **Parental Control.** Parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. The names of some of those providers or the information that will enable you to access that information about such providers can be found at <http://search.yahoo.com/search?p=parental+controls&fr=FP-tab-web-t&toggle=1&ei=UTF-8> Owner shall not be responsible in any manner as to any aspect of any such parental control protections or otherwise.
- 2 **Claims.** Any claims by you or any party claiming any rights from you must be commenced within one (1) year from when a cause of action accrues.
- 3 **Miscellaneous.** The Site is provided by Owner, who is located at **(address of business)** _____ and the name of Owner's agent is **Robin Trainor Masci** and **Meryl Hershey Beck**. If you have

any complaints about The Site, you can contact Owner at the above email or other address. If you believe your copyright rights have been violated, you should notify Owner's Designated Agent. Residents of the state of California can obtain additional information about their rights from the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at (916) 445-1254. This agreement shall be subject to and interpreted under the laws of the state of **(address of business)** _____ applicable to agreements wholly to be performed therein as well as the laws of the United States, where applicable. Captions are for clarity sake only and have no substantive effect. This agreement is the complete understanding between you and Owner except that Owner may change the provisions of this agreement by posting such changes on The Site but without any individual notice to you and if you use The Site after such change is so posted, you will be deemed to have accepted such change and such change shall be retroactively made a part of this agreement. This agreement may be executed in electronic form via fax or email or otherwise and you acknowledge that your electronic signature is valid. Fax and email and other digital signatures shall be valid as originals. This agreement shall bind and benefit each of you and Owner's respective heirs, assigns and successors in interest but any restrictions on assignment and transfer otherwise contained in this agreement shall otherwise apply. A waiver of any provision of this agreement, or any claimed breach thereof, shall not be deemed a waiver of any other provision or breach. All remedies provided Owner in this agreement are cumulative and the exercise by Owner of any remedy shall be without prejudice to Owner's exercise of any other rights or remedies available to Owner. Any dispute arising under this agreement shall be determined only by a court of competent jurisdiction only in **(county and state)** _____, and Owner shall be entitled to injunctive relief. You expressly consent to personal jurisdiction in such state and in such court and you expressly waive the right to a jury trial. In any action under this agreement, the prevailing party shall be entitled to attorneys' fees and court costs. In the event any portion of this agreement shall be held invalid or unenforceable it shall not affect the validity or enforceability of the rest of this agreement. All of the provisions of this agreement shall survive the termination of this agreement for any reason.

PRIVACY POLICY

The following are the terms of the privacy policy of Owner regarding use of The Site.

- 1 Kinds of Information.** Owner collects certain information in various ways from The Site and from communications you may have with Owner and uses that information in various ways. If you subscribe to our newsletter or if you participate in our discussion groups, blogs or other forms of interactivity, among the information that Owner may collect are real names, real addresses including the city, state and zip code in which you reside, email addresses, telephone numbers, information about your Internet connection or other information including but not limited to any

metadata including personally identifiable and other information. Whether or not you subscribe to our newsletter or participate in our discussion groups, blogs or other forms of interactivity, Owner may also collect statistics about members, traffic patterns and related information as well as information gathered from the use of "cookie" or other technologies, whether from advertisements on The Site or otherwise, and all other such information. All of the foregoing shall be referred to herein as "The Information." Owner shall be entitled to use all The Information for purposes of operating The Web Site but Owner shall not intentionally sell, lease or otherwise provide to others The Information except that any credit card information shall be provided to credit card processors for the limited purposes of collecting payments, communicating with credit card companies, Pay Pal or similar services but Owner will not be liable for any inadvertent use or disclosure by Owner or use by any other parties of The Information. You agree that Owner may use and provide to other parties The Information as indicated herein. If you do not agree with the provisions of this paragraph, you should not provide any information to Owner.

- 2 **Affiliates, Advertisers and Other Links:** Through Owner and The Site you may be introduced to a variety of other party vendors and sites including but not limited to vendors of goods and services, providers of other information and other such parties. Any links to such other vendors and sites are provided solely as a convenience and the above Terms of Use shall govern all such links. The privacy policies and terms and conditions of service of these other parties are not under Owner's control and may differ from Owner's privacy policy and terms and conditions of service and you should read the privacy policies and terms and conditions of service of those vendors carefully. The use of any information that you may provide to any other party, or the use of "cookie" technology by any other party, will be governed by the privacy policy and terms and conditions of service of the operator of the other site that you are visiting. In some cases these other parties may share the information that they collect about you with Owner. If you have any doubts about the privacy or security of the information you are providing on another site or about their privacy policy and terms and conditions of service, Owner recommends that you contact that site directly for more information and review their privacy policy and terms and conditions of service. Owner is not now and never will be responsible for the actions of such other parties in any manner whatsoever, including but not limited to any violation of such privacy policies, terms and conditions of service or otherwise.
- 3 **Your Rights to Opt Out and Change or Delete Your Information:** If you do not wish to receive e-mail or other correspondence related to Owner's or other parties' marketing, promotions, products or services, you should indicate your said preference when you sign up for The Site. You may change the information you provide by accessing your account or by sending Owner email at the address indicated below.
- 4 **Owner's Rights To Change.** Owner may change this privacy policy or any aspect of it by publicly posting such changes on The Site but without any individual notice to you and if you use The Site after such change is so posted, you will be deemed to have accepted such change and such change shall be retroactively made a part of this privacy policy. Notwithstanding anything else in this privacy policy, Owner may release information when Owner believes that such release is reasonably necessary

to (1) comply with law, (2) enforce or apply terms of any of agreement between you and Owner including but not limited to this agreement, or (3) protect the rights, property or safety of Owner, other users, or others.

5 **General Provisions.** Please keep in mind that whenever you voluntarily disclose personal information online including but not limited to on The Site (for example on message boards, through email, or in chat areas), that information is publicly available and is not private and can be collected and used by Owner and by other parties and may result in unsolicited messages or other communications with you. Owner does not guarantee the security of any information you post or otherwise communicate to Owner.

6 **Miscellaneous.** The Site is provided by Owner, who is located at **(business address)** _____ and the name of Owner's agent is **Robin Trainor Masci and Meryl Hershey Beck**. If you have any complaints about The Site, you can contact Owner at the above email or other address. If you believe your copyright rights have been violated, you should notify Owner's Designated Agent. Residents of the state of California can obtain additional information about their rights from the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at (916) 445-1254. This agreement shall be subject to and interpreted under the laws of the state of California applicable to agreements wholly to be performed therein as well as the laws of the United States, where applicable. Captions are for clarity sake only and have no substantive effect. This agreement is the complete understanding between you and Owner except that Owner may change the provisions of this agreement by posting such changes on The Site but without any individual notice to you and if you use The Site after such change is so posted, you will be deemed to have accepted such change and such change shall be retroactively made a part of this agreement. This agreement may be executed in electronic form via fax or email or otherwise and you acknowledge that your electronic signature is valid. Fax and email and other digital signatures shall be valid as originals. This agreement shall bind and benefit each of your and Owner's respective heirs, assigns and successors in interest but any restrictions on assignment and transfer otherwise contained in this agreement shall otherwise apply. A waiver of any provision of this agreement, or any claimed breach thereof, shall not be deemed a waiver of any other provision or breach. All remedies provided Owner in this agreement are cumulative and the exercise by Owner of any remedy shall be without prejudice to Owner's exercise of any other rights or remedies available to Owner. Any dispute arising under this agreement shall be determined only by a court of competent jurisdiction only in **(county and State)** _____ and Owner shall be entitled to injunctive relief. You expressly consent to personal jurisdiction in such state and in such court and you expressly waive the right to a jury trial. In any action under this agreement, the prevailing party shall be entitled to attorneys' fees and court costs. In the event any portion of this agreement shall be held invalid or unenforceable it shall not affect the validity or enforceability of the rest of this agreement. All of the provisions of this agreement shall survive the termination of this agreement for any reason.

7 **Effective Date:** The effective date for this privacy policy is 10/1/17.

IF YOU DO NOT AGREE WITH AND ACCEPT ALL OF THE FOREGOING PROVISIONS, DO NOT SIGN UP FOR THE SITE. BY READING AND ACCEPTING THESE TERMS OF USE AND PRIVACY POLICY YOU ARE CREATING A LEGALLY BINDING CONTRACT BETWEEN YOU AND OWNER.