



Terms & Conditions of System/Service

1. ACCEPTANCE OF TERMS

We welcome you to Americana Corporation and the opportunity to serve you and your organization with our system and service. Americana Corporation through Amerapeutic Therapy Management Solutions provides our web application software system/service to you, subject to the following Terms of Service, which may be updated by us from time to time without notice. All such updates to guidelines or rules are hereby incorporated by reference into these Terms of Service.

2. DESCRIPTION OF SYSTEM/SERVICES

Amerapeutic Therapy Management Solutions provides, through a monthly subscription fee from its members, access to a web database application "System" containing therapeutic resources for establishing electronic charting of therapeutic records, and the collection, maintaining and management of therapeutic data. You understand and agree that the Service is provided "as-is" and that Americana Corporation assumes no responsibility for the timeliness, mis-delivery or failure to store any entries due to ISP (Internet Service Provider) issues. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet Service Provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. YOUR MEMBERSHIP OBLIGATIONS

In consideration of the use of the Amerapeutic System, you and/or your company agree: to be recognized and are in good standing, by the state in which you operate. You also agree that you are recognized by the state in which you operate as a licensed therapist and/or that you hold a position of management in a company over several licensed therapist and are able to form a binding contract and are not a person barred from receiving services under the laws of the state for which you operate. You also agree to: (a) provide true, accurate, current and complete information about your company and or yourself as prompted by the Amerapeutic registration. (b) If you provide any information that is untrue, inaccurate, not current or incomplete, or if Americana Corporation's staff has reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, Americana Corporation has the right to suspend or terminate your account and refuse any and all current or future use of the service (or any portion thereof).

4. PRIVACY POLICY

Registration Data and other information about your company and/or yourself is strictly used for the purpose of registration and account set up.

5. MEMBER ACCOUNT, I.D. AND PASSWORD SECURITY

Upon completion of the registration and payment process you will receive an I.D. and password, per user or users, designated under the account. You are responsible for maintaining the confidentiality pertaining to the I.D. and passwords under the account, and are fully responsible for all activities that occur under your I.D. and passwords for your account. You agree to immediately notify an account representative of the Amerapeutic System of any unauthorized use of your I.D. and passwords under your account or any other breach of security. The Amerapeutic System nor Americana Corporation cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. INDEMNITY

You agree to indemnify and hold the Amerapeutic System and Americana Corporation, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due but not limited to, or arising out of the Content you submit or make available through your use of the System, and or your connection to the Service. to the extent allowed by but not limited to Copyright Law.

7. NO RESALE OF SYSTEM/SERVICE

As a user or company of users, you agree not to reproduce, duplicate, copy, sell trade, resell or exploit for any commercial purposes, any portion of the System (including your Amerapeutic I.D. and Password), use of the Service, or access to the System.

8. MODIFICATIONS TO SYSTEM/SERVICE

The Amerapeutic System reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof, but in the case of permanently a notice shall be given) with or without notice. You agree that the Amerapeutic System or Americana Corporation shall not be liable to you nor to any third party for any modification, suspension or discontinuance of the Service.

9. LENGTH OF TERMS

You agree that under this Terms of Service you are obligating yourself and or company to a 1 year membership subscription to the Amerapeutic System. The annual subscription will automatically renew 12 months from the date of acceptance of this Terms of Service unless written notice of termination has been received 30 days prior to renewal date.

10. TERMINATION

You agree that Americana Corporation may, under certain circumstances and without prior notice, immediately terminate your Amerapeutic System account. Cause for such termination shall include, but not be limited to, (a) non-payment of services (b) breaches or violations of the Term of Service or other incorporated agreements or guidelines, (c) requests by law enforcement or other government agencies, (d) a request by you (self-initiated account deletions), (e) discontinuance or material modification to the Service (or any part thereof), (f) unexpected technical or security issues or problems, and (g) extended periods of inactivity. Termination of your Amerapeutic System account will result in removal of access to all data within the system. Further, you agree that all terminations for cause shall be at the sole discretion of Americana Corporation and shall not be liable to you or any third-party for any termination of your account, any associated service.

11. AMERICANA CORPORATION'S PROPRIETARY RIGHTS

You acknowledge and agree that the Amerapeutic System and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software. Americana Corporation grants you a personal, non-transferable and non-exclusive right to access and use its Software for the sole purpose of its intent; provided that you do not (and do 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 the Software. You agree not to attempt to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service.

12. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SYSTEM/SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AMERICANA CORPORATION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. AMERICANA CORPORATION MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AMERICANA CORPORATION OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS OF SERVICE.
- e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

14. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AMERICANA CORPORATION SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AMERICANA CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

15. CONTACT INFORMATION

For further correspondence with an agent of Americana Corporation refer to following:

Americana Corporation

P.O. Box 63

Alma, AR. 72921

Phone: 1.800.451.5351

Fax: 479. 632.3143

email: info@americana-usa.com

16. GENERAL INFORMATION

Entire Agreement. The Terms of Service constitute the entire agreement between you and Americana Corporation and govern your use of the Amerapeutic System, superseding any prior agreements between you and Americana Corporation.

Law and Forum. The Term of Service and the relationship between you, and Americana Corporation shall be governed by the laws of the State of Arkansas without regard to its conflict of law provisions. You and Americana Corporation agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Crawford, Arkansas.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

I have read and accept the above Terms of Service for the use of the Amerapeutic System. (Auto Check)