## Terms and Conditions

Welcome to Beheso ("we," "our," "us," or "Beheso"), a business operating under Behavioral Health Solutions, located at [Insert Address], and accessible via our website at <a href="www.beheso.com">www.beheso.com</a>. These Terms and Conditions ("Terms") govern your access to and use of our consulting services, website, and any related products or services provided to behavioral health providers, including but not limited to licensure, accreditation, compliance, and certification consulting services (collectively, the "Services"). By accessing or utilizing our website or Services, you expressly agree to be bound by these Terms in their entirety. If you do not agree to these Terms, you are prohibited from using or accessing our Services.

For purposes of these Terms, "Client" refers to any individual, entity, or organization that contracts with or engages Beheso to perform consulting services. "Services" encompass all licensure, accreditation consulting, readiness assessments, policy and procedure development, staff training, and any other support services offered by Beheso. "Confidential Information" means all non-public business, operational, or personal data exchanged between Beheso and Client that is not generally known to the public.

Beheso provides consulting services designed to assist behavioral health providers in complying with state licensure requirements and applications; preparing for and obtaining accreditation from organizations such as the Joint Commission, CARF, or AzRHA; developing policies and procedures aligned with regulatory standards; conducting staff training to ensure compliance and best practices; performing gap analyses and readiness assessments; and delivering ongoing support and compliance monitoring. While Beheso endeavors to provide expert guidance and support, Beheso does not guarantee the approval or outcome of any licensure or accreditation application, which remains subject exclusively to the applicable regulatory or accrediting authorities.

Engagement of Beheso's Services commences upon Client's acceptance of a written proposal or contract. Fees for Services are detailed within the applicable contract or proposal and must be paid pursuant to the agreed payment schedule. Unless explicitly stated otherwise in writing, all fees paid to Beheso are non-refundable. Client shall also be responsible for all reasonable and documented out-of-pocket expenses incurred by Beheso during the provision of Services, including but not limited to travel and administrative costs. Payment of invoices is due within thirty (30) days of receipt; overdue payments may be subject to interest charges at a rate of 1.5% per month or the maximum rate allowed by law, whichever is less.

Client agrees to provide accurate, complete, and timely information necessary for Beheso to perform the Services. Client is responsible for ensuring compliance with any laws or regulations beyond the scope of Beheso's consulting engagement. Client further agrees to cooperate fully with Beheso and maintain open communication throughout the duration of the Services.

Both parties agree to maintain the confidentiality of all Confidential Information disclosed during the engagement. Such Confidential Information shall not be disclosed to any third party without prior written consent, except where disclosure is required by law, regulatory authority, or court order.

All materials, documents, templates, and deliverables created and provided by Beheso shall remain the sole intellectual property of Beheso. Client is granted a limited, non-exclusive license to use such materials solely for internal business purposes related to their behavioral health operations. Client shall not reproduce, distribute, sublicense, or otherwise exploit these materials without the express prior written consent of Beheso.

To the fullest extent permitted by law, Beheso's total liability arising from or related to these Terms or the provision of Services shall not exceed the total fees paid by Client to Beheso under the applicable agreement. Beheso shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, loss of business, or business interruption. Beheso makes no warranties or guarantees with respect to the approval or success of any licensure or accreditation applications.

Client agrees to indemnify, defend, and hold harmless Beheso, its affiliates, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising from Client's use of the Services, breach of these Terms, or violation of any applicable law.

These Terms shall remain in effect for the duration of the consulting engagement. Either party may terminate the engagement upon written notice in accordance with any contractual obligations. Upon termination, Client shall promptly pay any outstanding fees for Services rendered through the termination date. Sections relating to Confidentiality, Intellectual Property, Limitation of Liability, and Indemnification shall survive termination.

Beheso provides access to its website as a service to clients and visitors. Use of the website is subject to Beheso's Privacy Policy and Acceptable Use Policy. Beheso does not warrant that the website will be uninterrupted or error-free. Unauthorized use of the website or any of its content is strictly prohibited.

Beheso collects and processes personal information in accordance with its Privacy Policy, accessible at <a href="www.beheso.com/privacy">www.beheso.com/privacy</a>. By using Beheso's Services or website, you consent to such collection and use of your information.

Beheso shall not be liable for delays or failure to perform resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, government regulations, pandemics, labor disputes, or technological failures.

These Terms shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law principles. Any disputes arising hereunder shall be resolved exclusively in the state or federal courts located in Maricopa County, Arizona.

Beheso reserves the right to amend or modify these Terms at any time, effective upon posting the updated Terms on our website. Your continued use of the Services after such changes constitutes acceptance of the amended Terms.

These Terms, together with any executed agreements and referenced policies, constitute the entire agreement between Beheso and Client relating to the Services and supersede all prior agreements or understandings.

If you have any questions about these Terms or wish to contact Beheso, please email info@beheso.com or call 480-571-9141

By accessing or using Beheso's services or website, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.

## **Beheso SMS Terms and Conditions**

By opting in to receive SMS/text messages from Beheso ("we," "our," or "us"), located at 5500 W Chandler Blvd, Chandler, AZ 85226, you expressly consent to receive recurring automated and/or personalized text messages related to our behavioral health consulting services, including licensure, accreditation, compliance, and certification updates, promotional offers, reminders, and other relevant communications. You acknowledge that message frequency may vary and that standard message and data rates may apply according to your mobile carrier's plan. You may opt out of receiving such messages at any time by replying with the word "STOP," after which you will receive a confirmation message and no further messages will be sent unless you opt back in. Beheso respects your privacy and will use any personal information collected via SMS communications solely for the purposes described herein and in accordance with applicable privacy laws. We do not sell, rent, or share your phone number with third parties except as required by law or with trusted service providers who are contractually obligated to maintain confidentiality. While we implement reasonable security measures, SMS is not a secure form of communication; therefore, you agree not to transmit sensitive personal health information or confidential data via text messages. Any questions or concerns regarding SMS communications may be directed to Beheso at 480-571-9141 or info@beheso.com. Beheso reserves the right to modify these SMS Terms and Conditions at any time, and your continued use of the SMS service after such changes shall constitute your acceptance of the revised terms.