

HEADSTREAM DATABASE TOOL – TERMS OF SERVICE

HEADSTREAM STATE BY STATE DATABASE TOOL – TERMS OF SERVICE

Effective Date: October 1, 2025

Welcome to the Headstream State by State: Youth Mental Health Data Tool (the “Service”), operated by SecondMuse (“SecondMuse,” “we,” “us,” or “our”).

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING “I AGREE” OR BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE, INCLUDING OUR PRIVACY POLICY.

1. Acceptance of Terms

This document (“Terms”) is a binding legal agreement between you and SecondMuse. It governs your access to and use of the Service. If you do not agree to these Terms, you may not access or use the Service. Your use of the Service is also governed by our Privacy Policy and the Creative Commons License applicable to the content, both of which are incorporated herein by reference.

2. Eligibility and Geographic Limitation

The Service is intended solely for users who are residents of the United States and are at least 18 years of age. By accessing or using the Service, you represent and warrant that you are a resident of the United States and are not physically located in the European Union or any other jurisdiction outside the United States. Any use of the Service from outside the United States is unauthorized and at your own risk.

3. The Service

The Service provides access to a database of information for informational purposes only. The data and content provided through the Service are offered on an “as is” basis. SecondMuse does not guarantee the accuracy, completeness, timeliness, or reliability of any data. You agree that you will not rely on the data for investment decisions, funder reporting, or any other purpose where inaccurate information could cause harm.

4. User Accounts

To access the Service, you must register for an account. You agree to provide accurate, current, and complete information during registration. You are responsible for safeguarding your password and for all activities that occur under your account.

5. Acceptable Use Policy

You agree not to:

- Use the Service for any unlawful purpose.
- Engage in any automated data collection, scraping, or “crawling” of the Service.
- Copy, reproduce, or export data from the Service in bulk.
- Resell, sublicense, or otherwise commercialize access to the Service.
- Introduce any viruses, malware, or other harmful code to the Service.
- Attempt to reverse-engineer, decompile, or otherwise discover the source code of the software underlying the Service.

6. Intellectual Property Rights

6.1. SecondMuse Proprietary Rights. The Service, including its software, code, design, user interface, and database structure, is the exclusive proprietary property of SecondMuse and its licensors. These Terms grant you no right or license to this property except for the limited right to use the Service as described herein.

6.2. Content License. The informational content made available to you through the Service is licensed under the Creative Commons Attribution NonCommercial NoDerivatives 4.0 International License (“CC BY-NC-ND 4.0”). This license allows you to share and use the content for non-commercial purposes, provided you give appropriate credit and do not create derivative works. This license applies *only* to the content and does not grant any rights to the underlying software or database.

7. Disclaimers of Warranty

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SECONDMUSE DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SECONDMUSE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, ARISING OUT OF YOUR USE OF THE SERVICE. SECONDMUSE’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

9. Termination

SecondMuse reserves the right, in its sole discretion, to suspend or terminate your account and access to the Service at any time, for any reason, including for a breach of these Terms, prolonged inactivity, or at your request.

10. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. Any dispute arising from these Terms shall be resolved exclusively through final and binding arbitration in New York, NY. You agree to waive your right to participate in a class action lawsuit or class-wide arbitration.

11. General Provisions

These Terms constitute the entire agreement between you and SecondMuse. If any provision is found to be unenforceable, the remaining provisions will remain in full force and effect. For any questions, please contact us at legal@secondmuse.com.

Privacy Policy

HEADSTREAM DATABASE TOOL – PRIVACY POLICY

Last Updated: October 1, 2025

SecondMuse (“SecondMuse,” “we,” “us,” or “our”) is committed to protecting your privacy. This Privacy Policy explains how we collect, use, and disclose information through the Headstream Database Tool (the “Service”).

1. Service for United States Users Only

The Service is intended for use only by residents of the United States. By using the Service, you consent to the processing of your data in the United States. If you are not a resident of the United States, you are not authorized to use the Service.

2. Information We Collect

A. Personal Data You Provide. We collect personal information you provide when you register for an account, including:

- Full Name
- Email Address
- Company / Organization
- Title

B. Data Collected Automatically. When you use the Service, we automatically collect certain information, including:

- IP Address and Location Data:** We collect your IP address, from which we may infer your general geographic location to perform analytics and enforce our geographic use restrictions.
- Usage and Device Information:** We collect information about how you interact with our Service and the device you use, through services like Google Analytics.

3. How We Use Your Information

We use the information we collect for the following purposes:

- To create and manage your account.
- To provide and improve the Service.
- To perform internal analytics and understand how our Service is used.
- To communicate with you, including sending service-related updates and newsletters (from which you may opt-out).

- To enforce our Terms of Service and prevent prohibited activities.

4. How We Share Your Information

- We do not sell your personal data.
- Service Providers: We may share information with third-party vendors who perform services on our behalf, such as analytics providers (e.g., Google Analytics) and hosting services.
- Legal Compliance: We may disclose your information if required to do so by law or in response to a valid legal request, such as a subpoena or court order.

5. Data Security

We implement reasonable technical and organizational measures designed to protect your personal information from unauthorized access, use, or disclosure. However, no internet-based service is 100% secure, and we cannot guarantee absolute security.

6. Data Retention

We retain your personal data for as long as your account remains active. After your account is closed or deleted, we will retain your data for an additional period of two (2) years for legitimate business purposes, including dispute resolution, fraud prevention, and compliance with our legal or regulatory obligations. After this two-year period, your personal data will be permanently deleted or fully anonymized.

7. Your Rights

You have the right to request access to, correction of, or deletion of your personal data. To make such a request, please contact us at statebystate@secondmuse.com. We will respond to your request in accordance with applicable law.

8. Children's Privacy

The Service is not directed to children under the age of 13, and we do not knowingly collect personal information from children under 13.

9. Changes to this Privacy Policy

We may update this Privacy Policy from time to time. We will notify you of any material changes by posting the new policy on this page and updating the "Last Updated" date.

If you have any questions about this Privacy Policy, please contact us at legal@secondmuse.com.