



# THE PEARL INSTITUTE

## Terms of Use

*Effective Date: January 1, 2022 | Last Updated: March 2026*

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### 1. Acceptance of Terms

By accessing or using the website located at [www.pearlpsychedelicinstitute.org](http://www.pearlpsychedelicinstitute.org) (the "Site"), you agree to be bound by these Terms of Use ("Terms"). These Terms apply to all visitors, users, and others who access or use the Site. If you do not agree to these Terms, please do not use the Site.

The Pearl Institute reserves the right to update or modify these Terms at any time without prior notice. Your continued use of the Site following any changes constitutes your acceptance of the revised Terms. The most current version of these Terms will always be posted on this page with an updated effective date.

### 2. About The Pearl Institute

The Pearl Institute is a North Carolina-based 501(c)(3) nonprofit organization dedicated to advancing trauma-informed, integrative psychiatric care and psychedelic-assisted therapy through research, treatment, education, and community access.

Mailing Address: PO Box 1016, Waynesville, North Carolina 28786

Physical Address: 55 Academy Street, Waynesville, NC 28786

Phone: 828-378-1527

Email: [info@pearlpsychedelicinstitute.org](mailto:info@pearlpsychedelicinstitute.org)

Website: [www.pearlpsychedelicinstitute.org](http://www.pearlpsychedelicinstitute.org)

### 3. Not Medical Advice

**Important:** The content on this Site is for general informational and educational purposes only. It does not constitute medical advice, diagnosis, or treatment.

Nothing on this Site should be construed as a substitute for professional medical advice, diagnosis, or treatment from a qualified healthcare provider. Always seek the advice of your physician, mental health provider, or other licensed healthcare professional with any questions you may have regarding a medical condition or treatment.

Do not disregard professional medical advice or delay seeking it because of something you have read on this Site. If you are experiencing a medical or psychiatric emergency, call 911 or go to your nearest emergency room immediately.

## 4. Telehealth and Clinical Services

The Pearl Institute offers telehealth and in-person clinical services, including psychiatric evaluation, medication management, ketamine-assisted psychotherapy, and esketamine (Spravato®) administration. Use of these clinical services is subject to additional agreements, informed consent documents, and clinical eligibility requirements.

Clinical services are available only to patients physically located in states where The Pearl Institute's providers hold current, valid, and unrestricted licensure. Accessing this Site does not establish a patient-clinician relationship. A patient-clinician relationship is established only through a formal clinical intake process and provider acceptance of care.

Telehealth services are delivered via HIPAA-compliant video technology. The Pearl Institute does not guarantee prescriptions. Prescriptions are issued only when clinically appropriate and legally permissible under applicable federal and state law.

## 5. Use of the Site

### 5.1 Permitted Use

You may use this Site for lawful purposes only and in a manner consistent with all applicable local, state, and federal laws. You are permitted to:

- Access and view Site content for personal, non-commercial use
- Submit contact forms, referral forms, and appointment inquiries
- Subscribe to newsletters and educational communications
- Make charitable donations through the Site's donation functionality

### 5.2 Prohibited Use

You agree not to:

- Use the Site in any way that violates applicable law or regulation
- Transmit any unsolicited or unauthorized advertising or promotional material
- Attempt to gain unauthorized access to any part of the Site or its related systems
- Use the Site to collect or harvest personal information about other users
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site
- Submit false, misleading, or fraudulent information through any Site form
- Impersonate any person or entity or misrepresent your affiliation with any person or entity

- Use any automated means, including bots, scrapers, or crawlers, to access or collect data from the Site without prior written permission

## 6. Intellectual Property

All content on this Site, including but not limited to text, graphics, logos, images, audio clips, and software, is the property of The Pearl Institute or its content providers and is protected by applicable copyright, trademark, and other intellectual property laws.

You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any content from the Site without the prior written consent of The Pearl Institute, except as follows:

- Your computer may temporarily store copies of materials incidental to your accessing and viewing those materials
- You may print or download one copy of a reasonable number of pages of the Site for personal, non-commercial use, provided you do not modify the content and retain all copyright and proprietary notices

The Pearl Institute name, logo, and all related product and service names, designs, and slogans are trademarks of The Pearl Institute. You may not use these marks without our prior written permission.

## 7. Third-Party Links and Content

This Site may contain links to third-party websites, resources, or services. These links are provided for your convenience and informational purposes only. The Pearl Institute does not endorse, and is not responsible for, the content, accuracy, privacy practices, or availability of any third-party websites.

Accessing linked third-party websites is at your own risk and subject to the terms and conditions and privacy policies of those websites. We encourage you to review the privacy policies of any third-party site you visit.

## 8. Privacy

Your use of this Site is also governed by our Privacy Policy and Notice of Privacy Practices, which are incorporated into these Terms by reference and available at [www.pearlpsychedelicinstitute.org/privacy-policy](http://www.pearlpsychedelicinstitute.org/privacy-policy). By using the Site, you consent to the collection and use of information as described in our Privacy Policy.

The Pearl Institute complies with the Health Insurance Portability and Accountability Act (HIPAA) with respect to Protected Health Information (PHI) submitted through clinical channels. Website contact forms and general inquiries are handled in accordance with our Privacy Policy.

## 9. Disclaimer of Warranties

The Site and its content are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied. To the fullest extent permitted by applicable law, The Pearl Institute disclaims all warranties, including but not limited to:

- Implied warranties of merchantability, fitness for a particular purpose, and non-infringement
- Warranties that the Site will be uninterrupted, error-free, or free of viruses or other harmful components
- Warranties regarding the accuracy, reliability, completeness, or timeliness of any content on the Site

The Pearl Institute does not warrant or make any representations regarding the results that may be obtained from the use of the Site or the accuracy of any information obtained through the Site.

## 10. Limitation of Liability

To the fullest extent permitted by applicable law, The Pearl Institute, its officers, directors, employees, agents, and volunteers shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of data, loss of revenue, or damages resulting from:

- Your use of, or inability to use, the Site
- Any content obtained from the Site
- Unauthorized access to or alteration of your transmissions or data
- Any other matter relating to the Site

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations may not apply to you.

## 11. Indemnification

You agree to defend, indemnify, and hold harmless The Pearl Institute and its officers, directors, employees, contractors, agents, licensors, and volunteers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site.

## 12. Governing Law and Dispute Resolution

These Terms and your use of the Site are governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law provisions.

Any dispute arising out of or relating to these Terms or the Site shall be resolved first through good-faith negotiation between the parties. If negotiation is unsuccessful, disputes shall be submitted to binding arbitration in Haywood County, North Carolina, in accordance with the rules

of the American Arbitration Association, except that either party may seek injunctive or other equitable relief in any court of competent jurisdiction.

### **13. Accessibility**

The Pearl Institute is committed to making our Site accessible to all users, including individuals with disabilities. If you experience difficulty accessing any content on this Site, please contact us at [info@pearlpsychedelicinstitute.org](mailto:info@pearlpsychedelicinstitute.org) or 828-378-1527 and we will make reasonable efforts to provide you with accessible access to the information you seek.

### **14. Children's Privacy**

This Site is not directed to children under the age of 13, and we do not knowingly collect personal information from children under 13. If you are a parent or guardian and believe your child has provided personal information through the Site, please contact us immediately at [info@pearlpsychedelicinstitute.org](mailto:info@pearlpsychedelicinstitute.org) so that we can take appropriate action.

### **15. Termination**

The Pearl Institute reserves the right, in its sole discretion, to terminate or restrict your access to the Site at any time, without notice, for any reason, including if we believe you have violated these Terms. Upon termination, your right to use the Site will immediately cease.

### **16. Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable under applicable law, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions of these Terms shall continue in full force and effect.

### **17. Entire Agreement**

These Terms, together with our Privacy Policy and any additional terms applicable to specific services, constitute the entire agreement between you and The Pearl Institute with respect to your use of the Site and supersede all prior and contemporaneous agreements, understandings, and representations.

### **18. Contact Us**

If you have questions, concerns, or feedback about these Terms of Use, please contact us:

**The Pearl Institute**

PO Box 1016, Waynesville, North Carolina 28786

55 Academy Street, Waynesville, NC 28786

Phone: 828-378-1527

Email: [info@pearlpsychedelicinstitute.org](mailto:info@pearlpsychedelicinstitute.org)

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These Terms of Use were drafted to align with LegitScript Healthcare Merchant certification requirements and applicable North Carolina and federal law as of March 2026. They do not constitute legal advice. The Pearl Institute should have these Terms reviewed by a licensed attorney before publishing.

**Document Owner: Executive Director / Operations Lead**

Next Scheduled Review: March 2027