

THERAPYAPPOINTMENT

PRIVACY POLICY

Last Updated: 12/18/2019

Psych Select Software LLC, d/b/a TherapyAppointment, (hereinafter "Psych Select" "TherapyAppointment", "we," "us," and "our") operates an online mental health practice management software system ("the Service"). We are committed to letting you (hereinafter "you", "user" and "Subscriber") know what kinds of information we may gather about you, how we will collect, use, and share that information, and how you can contact us or otherwise manage that information.

APPLICATION OF PRIVACY POLICY

This Privacy Policy applies to TherapyAppointment's website, located at <https://therapyappointment.com>. This Privacy Policy also applies to TherapyAppointment's other websites, applications or online services that link to this Privacy Policy (collectively, with the TherapyAppointment website, hereinafter "the Sites"), regardless of how you access or use them, including through mobile devices. This Privacy Policy applies to therapy recipients (hereinafter "Therapy Recipients") and therapy service providers (hereinafter "Therapy Providers") who use the Service, or anyone simply visiting any of the Sites for additional information. This Privacy Policy is part of the Terms governing your use of the Service, and your use of the Service is subject to the additional Terms of Service found on the therapyappointment.com website.

IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, YOU SHOULD NOT USE THE SERVICE AND YOU MAY NOT ACCESS THE SITES. BY USING THE SITES AND THE SERVICE AND/OR REGISTERING FOR AN ACCOUNT WITH US, YOU ARE ACCEPTING THE TERMS OF THIS PRIVACY POLICY AND THE APPLICABLE TERMS OF SERVICE, AND YOU ARE CONSENTING TO OUR COLLECTION, USE, DISCLOSURE, RETENTION, AND PROTECTION OF YOUR INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY.

AGE RESTRICTIONS

The Sites are not directed to children and children are not eligible to use our Service. No one under the age of 18 may access the Sites or use the Service. If you are under age 18, please do not attempt to use our Service or provide any personal information about yourself. If we learn that we have collected personal information from a child under age 18, we will delete that information. If you believe that we might have any information from a child under age 18, please contact us at support@therapyappointment.com.

CHANGES TO THE PRIVACY POLICY

We may make changes to this Privacy Policy from time to time. We will post any changes to the Sites. Your continued use of the Service or the Sites following the posting of any changes will mean you accept those changes.

THIRD-PARTY WEBSITES AND APPLICATIONS

This Privacy Policy does not apply to third-party websites and mobile applications that may link to the Sites or be linked to on the Sites. We are not responsible for the actions or privacy practices of third-party websites and applications; please consult those websites and applications directly to understand their privacy practices.

INFORMATION WE COLLECT ABOUT YOU

We collect, process, and retain information from you and any devices you may use when you use or interact with the Sites, and in other ways described below.

Types of Information We Collect: We collect two basic types of information from you: (1) personally identifiable information (“PII”) and (2) non-personally identifiable information (“non-PII”). PII is any information that you supply to us that can individually identify you. PII includes, among other things, your name, contact information (e.g., email address, postal address, telephone number), and payment information (e.g., credit/debit card information, bank account number). Non-PII includes information that does not personally identify you. Non-PII includes, among other things, gender, information about your use of the Sites, such as your general location information, and other demographic data.

Personally Identifiable Information: As a general matter, you can browse the Sites without submitting your PII to us. However, there are a number of circumstances in which you may supply us with your PII. The following lists the most common ways in which we may collect your PII:

- Registration for an Account or creating a profile
- Request for customer service or other assistance
- Sign up to receive e-mail offers, newsletters, or alerts
- Participation in surveys, panels, or market research
- Purchases on the Sites, including purchasing a subscription to the Service
- Participation on social media accounts involving TherapyAppointment or the Service
- Any other place on the Sites where you knowingly volunteer information

Collection of Personally Identifiable Information From Social Media Sites: When you interact with any page on any of the Sites or any of our accounts on any social media platform, we may collect the PII that you make available to us on that page, including your Account ID or username and other information included in your posts. If you choose to log in to your Account with or through a social networking service, TherapyAppointment and that service may share certain information about you and your activities. With your permission, we also may share information about your activities (including what you view on the Sites) with that social network’s users.

Information You Give Us: We receive and store information you enter on the Sites or give us in any other way, including your name, mailing address, phone number, email address, and payment information (if applicable).

Information We Automatically Collect: We collect information about your use of the Sites, such as the pages you view and other interactions you have. We receive and store certain types of information whenever you interact with the Sites. The Sites use “cookies,” tagging and other tracking technologies to help enable you to use the Sites and enable us to enhance or personalize your experience. This information includes computer and connection information such as statistics on your page views, traffic to and from our Sites, referral URL, your IP address, and device identifiers. This information also may include your browsing history, transaction history, and your web log information.

Location Information: When you visit the Sites, we may receive information about your location and your mobile device, including a unique identifier for your device. Location information allows us to provide location-based services, such as search results, and other personalized content. *[We will only collect precise geo-location information with your consent; however, some services or features may not function properly without this information. See [How to Limit the Use of Your Information](#) for more information.]*

Information From Other Sources: We may supplement the personal information we collect with information from third parties or from our offline interactions with you to, among other things, enable us to verify and/or update information contained in our records and to better customize the Sites for you.

HOW WE USE YOUR INFORMATION

We use your information to help us personalize and continually improve your experience on the Sites, including fulfilling your requests for information, analyzing and compiling trends and statistics, and communicating with you. For information about how to manage your information and the choices you have, see ***How to Limit the Use of Your Information*** below.

We also may use your information to:

- Remind you of an appointment;
- Verify your identity;
- Provide you with the content, products, and services you request;
- Provide, maintain, and improve the Sites and for internal or other business purposes;
- Fulfill your requests for information;
- Provide customer support;
- Track and evaluate the use of the Sites;
- Communicate with you about your Account, profile or transactions with us, or changes to our policies or terms;
- Send you information about features and enhancements on or to our Sites;
- Send you newsletters or other materials;
- Send you offers or other communications about our products and services, such as special or promotional events, including services, products, or events for which we collaborate or co-offer with a third party;
- Detect, investigate, and prevent activities that may violate our policies or be fraudulent or illegal;
- Optimize or improve our Sites, products, services and operations; and
- Perform statistical, demographic, and marketing analyses of users of the Sites and their usage patterns.

Additionally, we may use, keep and share for our research purposes "de-identified" PII, which is not considered private information because it does not identify you. De-identified health information is used to study disease and treatments, and may be shared with other approved users of the research data warehouse to develop new research proposals, treatments or commercial products.

Combination of Your Personally Identifiable Information: We may use the information from one portion of the Sites on other portions of the Sites, and we may combine information gathered from multiple portions of the Sites into a single record. We also may use or combine information that we collect offline or we collect or receive from third-party sources for many reasons, including to enhance, expand, and check the accuracy of our records. Additionally, information collected from a particular browser or device may be used with another computer or device that is linked to the browser or device on which such information was collected.

HOW WE SHARE YOUR INFORMATION WITH OTHERS

We share your personal information with third parties as described below. In addition, we may share information that does not specifically and personally identify you, such as aggregate information, device identifiers or other unique identifiers with third parties. For information about how to manage your information and the choices you have, see [***How to Limit the Use of Your information***](#) below.

Third-Party Service Providers: We may engage third-party service providers to perform functions on our behalf such as hosting and analytics including, but not limited to: hosting, technical integration, analytics, and fraud protection. These entities may have access to PII if needed to perform their functions. If such access is required, the third parties will be contractually obligated to maintain the confidentiality and security of that PII. They are restricted from using, selling, or distributing this data in any way other than to provide the requested services to the Sites or as otherwise required or expressly permitted by law.

We may also provide your PII to third parties to whom you ask us to send such information.

Sale, Assignment or Change of Control: We may change our ownership or corporate organization while providing the Sites. We may transfer to another entity or its affiliates or service providers some or all information about you in connection with, or during negotiations of, any merger, acquisition, sale of assets or any line of business, change in ownership control, or financing transaction. Under such circumstances, we will request the acquiring party to follow the practices described in this Privacy Policy with respect to previously collected information. Nevertheless, we cannot promise that an acquiring party or the merged entity will have the same privacy practices or treat your information the same as described in this Privacy Policy.

Law Enforcement, Legal Process, and Emergency Situations: We may also use or disclose your personal information if required to do so by law or on the good-faith belief that such action is necessary to: (a) conform to applicable law or comply with legal process served on us or our Sites; (b) protect and defend our rights or property, the Sites or our users, or (c) act to protect the personal safety of us, users of the Sites or the public. Such use would include, but would not be limited to, disclosure: (a) in response to a subpoena, warrant, court order or other legal process; (b) to defend against legal claims brought against Psych Select; or (c) to prevent or take action with respect to possible illegal activity.

Use of Non-Personally Identifiable Information: We may disclose your non-PII in any other manner that we deem appropriate. Among other things, we will disclose non-PII to third parties to help us determine how people use parts of the Sites and how we can improve the Sites. We will also disclose non-PII to our service providers and other third parties about how our users collectively use the Sites.

Therapy Providers and Recipients: For Therapy Recipients and potential recipients, we will disclose your PII to Therapy Providers (hereinafter “Therapy Providers”) who use the Service, in order to provide the Service and to assist those Therapy Providers to provide the therapy services, as applicable. For Therapy Providers, we will disclose your PII to Therapy Recipients who use the Service, in order to provide the Service and to assist those Therapy Recipients to receive the therapy services, as applicable.

HOW TO ACCESS AND MODIFY YOUR INFORMATION

If you have an Account with us, you can update your Account information through your Account.

If you would like to request access, modification, correction, or deletion of personal information that you have provided to us or that you believe we may have collected about you, please contact us at support@therapyappointment.com. We may not be able to delete your personal information without also deleting your user Account. You will not be permitted to examine the personal information of any other person or entity, except as necessary for the proper use of the Service in accordance with the applicable

Terms of Service to which you agreed. In order to verify your identity, you may be required to provide us with personal information prior to accessing any records containing information about you. We may not accommodate a request to change or delete personal information if we believe doing so would violate any law or legal requirement, or cause the information to be incorrect.

When we delete PII, it will be removed from the active database, but may remain in our archives and we may retain de-identified information about your use of the Service. Once we disclose your PII to third parties, we may not be able to access that PII any longer and we cannot force the deletion or modification of any such information by the parties to whom we have made those disclosures.

We will honor any legal right that you have to access, modify or erase your personal information. To request access and to find out whether any fees may apply, if permitted by applicable state, federal, or national law (outside of the United States), please contact support@therapyappointment.com.

HOW TO LIMIT THE USE OF YOUR INFORMATION

You have choices about the information you provide and how we use your information. These choices, and any related consequences, are described in detail below.

Marketing Emails: When you create an Account through the Sites or sign up for the Service or certain communications, you are required to provide us with an accurate e-mail address through which we may contact you. Such registration or requests through the Sites constitutes your express acknowledgment that we may use your e-mail address to communicate with you about product offerings from us, our selected vendors, and partners. While you cannot opt-out of receiving notifications and other communications regarding your Account or your transactions, you can opt-out of receiving promotional and other marketing emails from us by using the “unsubscribe” feature in our marketing e-mails. You can also opt-out of having your PII shared with business partners and third parties for their own marketing purposes by contacting us at support@therapyappointment.com and stating your request.

Location Tracking: Most mobile devices allow you to control or disable the use of precise location services by any application on your mobile device through the device’s settings’ menu.

Cookies and Tracking Technology: Like many websites, we use tracking technologies such as cookies, web beacons and similar technologies to record your preferences, and track the use of our Sites. We may also use these technologies to monitor traffic, improve the Sites, and make them easier to use and more relevant. Most web browsers automatically accept cookies but, if you prefer, you can usually modify your browser setting to disable or reject cookies. If you delete your cookies or if you set your browser to decline cookies, some features of the Sites may not work or may not work as designed. In addition, you may also render some web beacons unusable by rejecting or removing their associated cookies. Note that if you choose to remove cookies, you may remove opt-out cookies that affect your advertising preferences.

Your browser or device may include “Do Not Track” functionality. Our information collection and disclosure practices, and the choices that we provide to visitors, will continue to operate as described in this Privacy Policy, whether or not a Do Not Track signal is received.

Third Party Tracking: Some content or applications on the Sites may be served by unaffiliated third parties. We do not control these third parties’ tracking technologies or how they may be used. We are not responsible for the content or privacy practices on any website not operated by us to which our Sites link or that link to our Sites.

Google Analytics: We use Google Analytics, a web analytics service provided by Google, Inc., on our Sites. Google Analytics uses cookies or other tracking technologies to help us analyze how users interact with and use the Sites, compile reports on the Sites’ activity, and provide other services related to Sites activity and

usage. The technologies used by Google may collect information such as your IP address, time of visit, whether you are a return visitor, and any referring website. The Sites do not use Google Analytics to gather information that personally identifies you. The information generated by Google Analytics will be transmitted to and stored by Google and will be subject to Google's [privacy policies](#). To learn more about Google's partner services and to learn how to opt out of tracking of analytics by Google click [here](#).

HOW WE SECURE YOUR INFORMATION

We take reasonable security measures to help protect the personal information collected through the Sites. Please understand, however, that while we try our best to safeguard your personal information (including PII) once we receive it, no transmission of data over the Internet or any other public network can be guaranteed to be 100% secure.

You can help protect the privacy of your own information by using encryption and other techniques to prevent unauthorized interception of your personal information. You are responsible for the security of your information that you transmit to us or view, download, or otherwise access when using unencrypted, public or otherwise unsecured networks.

OTHER IMPORTANT INFORMATION

Users Outside of the United States: THE SITES ARE NOT DIRECTED TO USERS LOCATED OUTSIDE OF THE UNITED STATES AND THE SITES AND THE SERVICE ARE NOT INTENDED FOR USE BY USERS IN OTHER JURISDICTIONS. IN ACCESSING THE SITES OR IN USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE DOING SO FROM THE UNITED STATES. If you use any of our Sites outside of the United States, you understand and consent to the transfer of your personal information to, and the collection, processing, and storage of your personal information in, the United States and elsewhere. The laws in the U.S. and these countries regarding personal information may be different than the laws of your state or country.

Your California Privacy Rights: If you are a California resident, California law permits you to request certain information regarding the disclosure of your personal information by us to third parties for the third parties' direct marketing purposes. To make such a request, please send your request, by mail or email, to:

Psych Select Software LLC

96 Chestnut Ridge Rd.

Mills River, NC 28759

support@therapyappointment.com

QUESTIONS OR REPORT A PROBLEM

For questions or concerns about our Privacy Policy, to make choices about receiving promotional communications, to update your personal information, or to subscribe to the Service, you can contact us by email, telephone or postal mail:

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1-800-242-2127