

# WECOUNSEL

## PRIVACY POLICY

Last updated: August 2017

WeCounsel Solutions, LLC, (“WeCounsel” “we” “our” “us”) strongly believes in maintaining the privacy of Personal Information (defined below) we collect from individuals who visit or make use of our Site or Service (as each is defined herein). We want you to understand how and why we collect, use and disclose Personal Information about you through our Site and Service. This Privacy Policy provides you with information concerning our practices and procedures as they relate specifically to information we collect through our Site and Service. We provide this Privacy Policy in connection with, and as incorporated in its entirety in, our Terms and Conditions of Service located at [www.wecounsel.com](http://www.wecounsel.com) (the “Terms and Conditions of Service”). Because the Web is an evolving medium, we may need to change our Privacy Policy at some point in the future, in which case we will post the revised Privacy Policy on this website and update the “Last Updated” date above to reflect the date of the changes.

By continuing to use the Site or Service or by providing us with your Personal Information after we post any such changes, you accept the Privacy Policy as modified. Your access of the Site or Service for the limited and exclusive purpose of reviewing this Privacy Policy does not constitute your acceptance of this Privacy Policy unless you engage in any further access or use of Site or Service. If you are using the Site or Service as a part of an organization or business entity, you represent and warrant that you have appropriate authority to bind such organization or entity to these terms and conditions of this Privacy Policy, and any reference to “you” herein will include such organization or entity. Capitalized terms not defined herein shall have the meanings set forth in our Terms and Conditions of Service.

**1. Definitions.** Unless context requires otherwise, capitalized terms not defined within the Agreement shall have the following meanings:

- **“Affiliate”** means, with respect to a Party, any person, firm, corporation, partnership (including general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly controls, is controlled with or by or is under common control with such Party.
- **“Applicable Law”** means any and all applicable federal, state and local laws, statutes, ordinances, regulations, rules, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof which are now in effect or which may come in to effect at any time during the Term (as defined below).
- **“Client”** means a patient or client of a particular Treatment Provider who uses the Service for the purpose of communicating with his or her Treatment Provider regarding his or her treatment.
- **“Account”** means your user account which you must register for through the Site in order to make use of the Service.
- **“Personal Information”** means information that is unique to you and may include your name, your date of birth, your social security number, your tax identification number (if applicable), your home or other physical address, your email address, your telephone number, payment card information, and other information that identifies you as further described in Section 9.
- **“Service”** means the WeCounsel interactive platform that (a) allows Clients and Treatment Providers to interact online for the purpose of receiving and providing professional medical services related to the Client’s treatment; and (b) provides Treatment Providers with certain practice management tools including, but not limited to, scheduling, messaging, note taking, and record keeping tools in addition to other services that support the provision of professional medical services relate to therapy and mental health treatment.
- **“Site”** means our website located at [www.wecounsel.com](http://www.wecounsel.com).
- **“Treatment Provider”** means the healthcare professional or group of healthcare professionals that use the Service to communicate with Clients regarding their treatment and to manage certain administrative functions of their healthcare practice.

- **“User”, “you”, or “your”** means the the Treatment Provider or Client, as dictated by the context of this Agreement, who makes use of the Service.
- **“User Information”** means the Personal Information that you provide to us in order to register your Account and make use of the Service may include your name, your date of birth, your home or other physical address, your email address, your telephone number, your user name, the name of your Treatment Provider, your health plan, your health plan subscriber ID number (where applicable), and other information.
- **“WeCounsel”, “we”, “our” or “us”** shall mean WeCounsel Solutions, LLC, a Delaware limited liability company.

## **2. Information WeCounsel Collects**

### **A. User-Provided Information**

Users provide us information such as name, e-mail address, etc. If Users correspond with WeCounsel by email, WeCounsel may retain the same. WeCounsel may also retain any messages sent through the Service.

### **B. Client Information**

Upon registering for an Account, a Client may provide WeCounsel with his or her User Information. WeCounsel encourages each Client to provide his or her User Information in order to enable optimal use of the Service. The registration process requires each Client to choose a unique identifier (for example, username and password) for his or her account. To protect the Client’s privacy, WeCounsel allows each Client to choose a username that does not correspond to their real name.

WeCounsel offers various messaging platforms relating to specific requests and/or purposes to facilitate communications between Clients and Treatment Providers. Either the Client or their Treatment Provider may initiate such messages and/or communications. Client’s response and/or provision of information regarding these communications are voluntary; therefore, a Client has a choice whether or not to disclose this information. Certain communications (for example, e-mails, and messages) are recorded and maintained by WeCounsel. WeCounsel will not edit the content of the communication between a Client and his or her Treatment Provider.

WeCounsel considers these communications to be personal, private and confidential and will not use or disclose these communications in personally identifiable form except as provided for in this Privacy Policy or where required by Applicable Law or unless you agree to additional use and disclosure of information provided via the Service. However, WeCounsel may block or remove certain communications materials (for example, offensive or otherwise unacceptable materials for which a complaint has been reported) in accordance with our Terms and Conditions of Service.

From time to time, Client’s Treatment Provider or a member of Client’s Treatment Provider’s staff may provide WeCounsel with medical or other information contained in their medical records or patient files. This may include sharing of information about User via integration between WeCounsel’s Service and certain systems used by Treatment Provider containing information about the Client (for example, medical record-keeping/storage systems, billing systems). The provision and sharing of this information is optional by Treatment Provider and requires the Client’s consent. In addition, WeCounsel may share information provided by Client in their Service to update and supplement Client medical or other information with Client’s Treatment Provider or contained in Client’s Treatment Provider’s systems.

Treatment Provider will have access to a Client’s Personal Information, including their first and last name. Once Client initiates a consultation through the Service, he or she may be asked to provide additional health information specific to the treatment required. Participation in a consultation through the Service is voluntary and therefore a Client has a choice whether or not to disclose this information. Such consultations may be recorded and stored by the Service.

### **C. Treatment Provider Information**

When a Treatment Provider registers at WeCounsel, WeCounsel requires the collection of certain contact information as part of the Treatment Provider registration process (for example, name, medical license number and state of issue, primary specialty, office address, office zip code). It is optional for a Treatment Provider to provide additional contact information (for example, office fax, e-mail address date of birth, and specialties), but Treatment Providers are encouraged to provide this information in order to enable optimal use of WeCounsel's Service. When Treatment Providers register at WeCounsel, the registration process requires them to choose a unique identifier (for example, username and password) for their Account.

### **D. Use of Cookies and other Data Collection Tools**

A cookie is a piece of information which a web server may place on your computer when you visit a website. Cookies are commonly used by websites to improve the user experience and have not been known to transmit computer viruses or otherwise harm your computer. Many cookies last only through a single website session, or visit. Others may have an expiration date, or may remain on your computer until you delete them.

We may use cookies for a number of purposes - for example, to maintain continuity during a user session, to gather data about the usage of our Service for research and other purposes, to store your preferences for certain kinds of information and marketing offers, or to store a user name or encrypted identification number so that you do not have to provide this information every time you return to our Service. We currently use or anticipate using third party service providers to gather data about the usage of our Service and for marketing purposes. These third-party services may set or maintain cookies which we do not control. Due to the constantly-changing technology of the internet, we may discontinue the use of these providers at any time, or implement new third-party services to provide same, similar, or additional functionality.

### **E. Log File Information**

Log file information is automatically reported by User's browser each time user accesses a WeCounsel page. When User uses the Service, WeCounsel's servers automatically record certain information that User's web browser sends whenever they visit any Website. These server logs may include information such as User Web request, Internet Protocol ("IP") address, browser type, referring / exit pages and URLs, number of clicks, domain names, landing pages, pages viewed, and other such information.

### **F. Clear Gifs Information**

When you use the Service, WeCounsel may employ clear gifs (also known as Web beacons) which are used to track the online usage patterns of our Users anonymously. No personally identifiable information from a User's WeCounsel Account is collected using these clear gifs. In addition, WeCounsel may also use clear gifs in HTML-based emails sent to our users to track which emails are opened by recipients. The information is used to enable more accurate reporting, improve the effectiveness of our marketing, and make WeCounsel better for our users.

## **3. How WeCounsel Uses User Information**

- A.** WeCounsel uses your Personal Information to submit to operate, maintain, and provide the features and functionality of the Service. For example, WeCounsel may use the Personal Information you provide to us in order to verify your credentials, such as medical license in the case of a Treatment Provider. WeCounsel may use Client information in reference to communications with Payers or credit card processing partners.

- B. By providing WeCounsel your email address, you consent to WeCounsel using the email address to send Service-related notices, including any notices required by Applicable Law, in lieu of communication by postal mail. WeCounsel may use your email address to send other messages, such as newsletters, changes to features of the Service, or special offers. If you do not want to receive such email messages, you may opt out or change the preferences in your Account. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers. You may not opt out of Service-related e-mails.
- C. Following termination or deactivation of your Account, WeCounsel may retain your information for a reasonable time for backup, archival, or audit purposes, including without limitation as required by Applicable Law. Furthermore, WeCounsel may continue to make available indefinitely any Content posted to public areas of the Service by a particular User after termination or deactivation of such User's Account.
- D. If you choose to use WeCounsel's invitation service to invite a friend to the Service, WeCounsel will ask you for that person's email address and automatically send an email invitation. WeCounsel stores this information to send this email, to register the friend if their invitation is accepted, and to track the success of our invitation service. Your friend may contact WeCounsel to request that WeCounsel remove this information from our database at [privacy@eqlive.org](mailto:privacy@eqlive.org).
- E. WeCounsel may use certain information about you and/or your User Content internally for purposes such as analyzing how the Service is used, diagnosing service or technical problems, maintaining security, and personalizing content.
- F. WeCounsel reserves the right, but has no obligation, to monitor the User Content posted on the Service. WeCounsel reserves the right to remove any such information or material for any reason or no reason, including without limitation if, in our sole opinion, such information or material violates, or may violate, any Applicable Law or our Terms and Conditions of Service, or to protect or defend our rights or property or those of any third party. WeCounsel also reserves the right to remove information upon the request of any third party.
- G. WeCounsel uses cookies, clear gifs, and log file information to:
  - 1. remember information so that a particular User will not have to re-enter it during their visit or the next time they visit the site;
  - 2. provide custom, personalized content and information;
  - 3. monitor the effectiveness of WeCounsel's Service;
  - 4. monitor aggregate metrics such as total number of visitors, traffic, and demographic patterns;
  - 5. diagnose or fix technology problems reported by our Users or engineers that are associated with certain IP addresses;
  - 6. help Users efficiently access their information after signed in; and
  - 7. track User Content and Users to the extent necessary to comply as a service provider with the Digital Millennium Copyright Act.

#### **4. How WeCounsel Shares User Information**

##### **A. Personally Identifiable Information**

WeCounsel may share your personally identifiable information with third parties solely as necessary to provide the Service or certain features of the Service to you, such as billing a your health plan or charging your credit card, or as otherwise expressly permitted hereunder. If we do this, such third parties' use of your information will be bound by this Privacy Policy. WeCounsel may store personal information in locations outside the direct control of WeCounsel (for instance, on servers or databases co-located with hosting providers). Other than as set forth in the "Other

Transfers” section of this Privacy Policy, we will not, however, ever sell information that identifies you without your explicit consent.

## **B. Client Information**

WeCounsel may share Client information, such as User username, email, and home state, with Treatment Providers. Any Client consultation content will be shared with the Client’s Treatment Provider and WeCounsel may retain a copy of such content. When a Treatment Provider elects to charge for a consultation and a Payor has an agreement with WeCounsel to cover such Client consultation, WeCounsel may release User contact information, the date of the service, the service descriptor, and the service charge to the Payor for payment purposes. If you initiate a payment transaction on the Service, WeCounsel transmits your payment card information to our third party payment processing partner via encrypted transmission. WeCounsel may cross check your payment information with the information that you provide at registration for verification purposes. If a Treatment Provider determines that it is clinically appropriate, it may send a referral message to another Treatment Provider. This referral message may contain personally identifiable health information about you. Although the consulting provider may be able to view this information, he or she cannot update or edit User information. WeCounsel will obtain your consent before sharing or disclosing any of your personal health records that contain personally identifiable information to third parties. However, if you ask us to transfer or forward your personal health records, that request shall constitute consent.

## **C. Treatment Provider Information**

WeCounsel may use Treatment Provider information (for example, name, license number, etc) to submit claims to health plans and Payors that pay for services provided by such Treatment Provider via WeCounsel to Clients. WeCounsel will also make a Treatment Provider’s information publicly available via a Treatment Provider profile or Treatment Provider search functionality so that potential Clients can find Treatment Providers on the Service. WeCounsel may disclose Treatment Provider information as required by Applicable Law or reporting obligations, for example to licensing entities. WeCounsel may also disclose Treatment Provider information to verify any credentials provided to us by such Treatment Provider.

Any personal information or content that a Treatment provider voluntarily discloses for posting to the Service, such as User Content, becomes available to the public, as controlled by any applicable privacy settings. To change privacy settings on the Service, a User may go to User setting page to do so. If User removes information posted to the Service, copies may remain viewable in cached and archived pages of the Service, or if other Users have copied or saved that information.

From time to time, WeCounsel may run special offers concerning other events or activities (“Events”) on the Service together with a third party partner. If User provided information to such third parties, User gives them permission to use it for the purpose of that Event and any other use that User approved. WeCounsel cannot control third parties’ use of User information. If User does not want their information to be collected by or shared with a third party, User can choose not to participate in these Events.

Except as otherwise described in this Privacy Policy, WeCounsel will not disclose personal information to any third party unless required to do so by Applicable Law or subpoena or if WeCounsel believes that such action is necessary to (a) conform to the law, comply with legal process served on us or our affiliates, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce WeCounsel’s Terms and Conditions of Service, take precautions against liability, to investigate and defend ourselves against any third-party claims or allegations, to assist government enforcement agencies, or to protect the security or integrity of our Site; and (c) to exercise or protect the rights, property, or personal safety of WeCounsel, our Users or others.

#### **D. Non-Personally Identifiable Information**

WeCounsel may share non-personally identifiable information.

WeCounsel may allow third-party ad servers or ad networks to serve advertisements on the Service. These third-party ad servers or ad networks use technology to send, directly to User browser, the advertisements and links that appear on WeCounsel. They automatically receive User IP address when this happens. They may also use other technologies (such as cookies, JavaScript, or Web beacons) to measure the effectiveness of their advertisements and to personalize the advertising content. WeCounsel does not provide any personally identifiable information to these third-party ad servers or ad networks without User consent. However, please note that if an advertiser asks WeCounsel to show an advertisement to a certain audience and User responds to that advertisement, the advertiser or ad server may conclude that User fit the description of the audience they are trying to reach. In addition, third-party advertisers may use information (not including User name, address, email address, or telephone number) about User visits to this and other Website in order to provide advertisements about goods and services of interest to User. The WeCounsel Privacy Policy does not apply to, and WeCounsel cannot control the activities of, third-party advertisers. Please consult the respective privacy policies of such advertisers for more information.

#### **E. Other Transfers**

WeCounsel may share personally identifying and non-personally identifiable information with businesses controlling, controlled by, or under common control with WeCounsel. If WeCounsel is merged, acquired, or sold, if WeCounsel acquires a new business unit or affiliate, or in the event of a transfer of some or all of our assets, we may disclose or transfer personally identifying and non-personally identifying information in connection with such transaction without your further consent.

#### **5. “Do Not Track (DNT)” Browser Signals.**

Do Not Track (“DNT”) is an optional browser setting that allows you to express your preferences regarding tracking by advertisers and third parties. Currently, neither the Site nor the Service recognizes or takes any automated action in response to browser “do not track” signals.

#### **6. Social Media Platforms and Websites.**

Any information, communications, or material of any type or nature that you submit to our Site or Service through the use of social media integration (including, but not limited to any of our websites or profiles contained on a social media platform or website such as Facebook or Twitter) by email, posting, messaging, uploading, downloading, or otherwise (collectively, a “Submission”), is done at your own risk and without any expectation of privacy. We cannot control the actions of other users of any social media platform or website and we are therefore not responsible for any of your Submissions contained on such sites and platforms. By accessing or making use of any part of the Site or Service that is contained on a social media platform or website, you are representing and warranting to us you have reviewed the applicable privacy policy and terms of use of such platform or website and that you will abide by all such provisions contained therein.

Additionally, in the event that any one part of the Site or Service offers a message board or any other interactive or feature or platform of a social or public nature on a website administered directly by us, please be aware that these areas may allow you to publicly post, and share with other users, certain messages, content, or other information (e.g., stories, pictures, ingredients, tips, etc.). Although we may take certain precautions to protect those who use these areas of our Site or Service, we encourage you to be wary of giving out any Personal Information in such public forums. The information you post can be collected and used by people you do not know. We cannot guarantee the privacy and safety of these

areas and are therefore not responsible for any information you choose to post. Your use of these features is fully at your own risk.

#### **7. Information Collected from Children.**

We are strongly committed to preserving online privacy for all of our Site visitors, including children. Our Site and Service are intended for use only by persons who are 18 years old or older and our Terms of and Conditions of Service expressly prohibit access or use of the Site or Service by any person under 18 years old unless such person is represented by a parent or legal guardian. Consistent with the Children's Online Privacy Protection Act, we will not knowingly collect any information from children under the age of 13. If you are under the age of 13, you must ask your parent or guardian to assist you in using the Site or Service.

#### **8. California Resident's Privacy Rights.**

Under California law, California residents may opt-out of our disclosing Personal Information about them to third parties for their marketing purposes. If you do not want us to disclose information to other companies for their marketing purposes, please contact us by any of the ways described in the "Contact Information" section below. Pursuant to Section 1798.83 of the California Civil Code, residents of California have the right to request from a business, with whom the California resident has an established business relationship, certain information with respect to the types of Personal Information the business shares with third parties for direct marketing purposes by such third party and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. To request a copy of such information, please contact us by any of the ways described in the "Contact Information" section below, and we will respond within 30 days as required by law. California law also requires us to disclose how we respond to your Web browser "do not track" signals or other mechanisms that provide you the ability to exercise choice regarding the collection of personally identifiable information about your online activities over time and across third-party Websites or online services. We are also required to disclose whether other parties may collect personally identifiable information about your online activities over time and across different Websites when you use the Service. We may use third parties such as network advertisers and ad exchanges to serve advertisements across the Internet and may use third party analytics service providers to evaluate and provide us and/or third parties with information about the use of these ads on third party sites and viewing of ads and of our content. Third parties may offer you a choice as to whether or not to have your information collected for that purpose.

#### **9. Using the Service from Outside the United States.**

If you are accessing or otherwise making use of the Service from outside the United States, please be aware that your information may be transferred to, stored or processed in the United States, where our servers are located and our central database is operated. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country, but please be assured that we take steps to protect your privacy. When you accept our Terms and Conditions of Service and otherwise access or make use of the Service, you acknowledge and agree that we have the express right to transfer your information across jurisdictions and international borders to our facilities and to those third parties with whom we share it as described in this Policy. If you are a resident of Australia, you acknowledge, agree and consent to transfer of your information outside of your jurisdiction in accordance with this Section 9 and you further acknowledge and agree that we are not required to comply with the requirements of the Australian Privacy Act of 1988 or the Australian Privacy Principles and we are not obligated to ensure that any overseas recipient of your information is required to comply with the Australian Privacy Principles.

#### **10. How WeCounsel Protects User Information; Treatment Provider Requirements.**

WeCounsel uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of User personal information and implement User privacy settings. WeCounsel cannot, however, ensure or warrant the security of any information User transmits to WeCounsel or guarantee that User information on the Service may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

To protect User privacy and security, WeCounsel take reasonable steps (such as requesting a unique password) to verify User identity before granting you access to User Account. User is responsible for maintaining the secrecy of User unique password and account information, and for controlling access to User email communications from WeCounsel, at all times.

#### **A. Introduction**

All WeCounsel Treatment Providers are professionals and before joining the WeCounsel network are rigorously screened to ensure that our clients have access to only the highest quality mental health care. Our Treatment Providers all adhere to the ethical codes of their respective licensing or professional organizations. However, the online world has some unique concerns in addition to the ethical issues present in traditional face-to-face settings.

At WeCounsel, WeCounsel requires that our Treatment Providers have ethics and professional behavior above reproach. All of our Treatment Providers are required to follow the American Psychological Association's Ethical Principles of Psychologists and Code of Conduct. In addition to the ethical standards of traditional psychology, at WeCounsel, WeCounsel have additional ethical guidelines.

#### **B. Treatment Providers must have a mastery of the technological tools of online counseling.**

##### **Encryption and Information Security**

Providers must understand how to use encrypted services for communications and records. Providers must use highly secure passwords and change them regularly. Any records stored on either the cloud or on physical storage, media must be encrypted and secured against unauthorized access. Providers are prohibited from storing or transmitting client data on any network with less than 128 bit encryption, with 256 bit encryption encouraged. Physical storage devices such as a computer hard drive, USB or mobile device must be stored in a locked location with precautions taken against any unauthorized physical or electronic access. Any WiFi networks used must be encrypted. Using public, shared computers is never permitted, regardless of security or encryption tools used. If a Provider uses a laptop computer, it must have a master password enabled along with special attention paid to the computer's physical storage and security.

**Backup Systems.** All WeCounsel Treatment Providers are encouraged to use secure, cloud-based systems for records backup. At the minimum, all client records must be physically backed up on an external storage device which is then stored in a locked, secure location. Treatment Providers are encouraged to backup their client files on a daily basis, but are required to back up at least weekly. Paper printouts of any patient records are highly discouraged.

**Passwords.** Passwords must be changed regularly. All Treatment Providers are required to change their WeCounsel passwords monthly and are encouraged to change any passwords related to client records at least monthly. Passwords must be at minimum eight characters long with both upper and lower case letters, at least 2 different numbers and 2 special characters. Any variation of the Provider's name, social security number, address, etc. must not be used. Providers are prohibited from storing their WeCounsel password on their computer.

**Firewalls.** Treatment Providers must ensure that they use appropriate firewall protection to ensure no unauthorized network connections to their computer.



**Virus Protection.** Treatment Providers are highly encouraged to use Mac OS or Linux systems to minimize security vulnerabilities. Windows users are required to use up-to-date anti-virus software and download the most current Windows security updates within 1 week of release. Treatment Providers are also encouraged to avoid any websites of a questionable or risky nature. All Treatment Providers, regardless of computer operating system, are highly discouraged from using any public, peer-to-peer file sharing services. WeCounsel will stay current on security risks for Treatment Providers and users and inform the WeCounsel community as appropriate, however all Treatment Providers have the ultimate responsibility of ensuring their machine is safe and secure.

**Hardware.** Treatment Providers must be comfortable and familiar with their particular hardware.

**Software.** Treatment Providers must be comfortable with both the WeCounsel platform and any software necessary to assist clients during therapy.

**Third-Party Services.** Treatment Providers must not use any third-party software or services for WeCounsel online counseling that has not been approved by WeCounsel. Certain tools are prohibited because of known or potential security issues as WeCounsel as the user experience of clients. Treatment Providers must never require a client to use a particular software or service that has not been approved by WeCounsel.

**C. Treatment Providers must work only within their scope of practice.**

Scope of Practice indicates the specific area in which a Treatment Provider may practice. Treatment Providers may not practice within an area for which they are not trained and/or licensed. Treatment Providers must follow the Applicable Law and professional regulations for their locale. Clients seeking treatment for a Treatment Provider licensed outside of their physical location are considered "visiting" the Treatment Provider in the Treatment Provider's home location. Treatment Providers are required to answer any questions about their qualifications, training and/or licensing so a client can be fully informed. Treatment Providers are expressly prohibited from providing any service for which they are not qualified or legally allowed to provide.

**D. Treatment Providers must ensure that their skills are current.**

Treatment Providers must stay current within their professional area. This includes receiving any required continuing education training. Treatment Providers must keep abreast of significant research within their field and be able to employ new training, knowledge and research towards the betterment of their clients. Treatment Providers must keep their licenses and certifications current as required by their local jurisdiction.

**E. Treatment Providers must be prepared for client emergencies.**

While WeCounsel strives to provide relevant emergency information for each client's location, Treatment Providers must take responsibility for their client's safety. Treatment Providers are encouraged to be familiar with the emergency and crisis resources for a particular client's location. Emergency contact information is collected from every WeCounsel client; Treatment Providers must be knowledgeable on how to use emergency information, regardless of client location. For example, if a client in the UK is seeing a US Treatment Provider, that Treatment Provider should be familiar with how to dial a UK emergency contact's phone number in the event of a crisis. The Treatment Provider should also take advantage of emergency and crisis resources provided by WeCounsel for each client location. Treatment Providers should have a telephone available in the event of a network or hardware failure in order to ensure that a client is not abandoned. The safety and security of WeCounsel clients is the highest priority.

**F. Treatment Providers must use appropriate Informed Consent.**

Treatment Providers must ensure that all of their WeCounsel clients complete and sign an Informed Consent. This can be done electronically using a digital signature service such as Right Signature, or it can be through a printed, signed and scanned document. Treatment Providers must keep encrypted digital copies of any documents submitted by clients and must provide a copy of the document in PDF format to the client. Microsoft Word documents are highly discouraged due to their ability to be easily altered and lack of universal compatibility. Right Signature is the preferred WeCounsel provider for legal, digitally signed documents. Treatment Providers are not required, but are encouraged to use the Right Signature service to ensure that clients are able to easily read and sign informed consent documents. Regardless of method, an informed consent is absolutely necessary. WeCounsel has sample informed consent forms for Treatment Provider use, however the ultimate responsibility for informed consent compliance lies with the Treatment Provider. Minor children **MUST** have a parent or legal guardian sign an Informed Consent before ANY consultation or treatment can begin.

The Informed Consent must include information about the Treatment Provider's jurisdiction and licensing and inform the client that the session will be conducted under the laws of the Treatment Provider's specific jurisdiction. The Informed Consent must inform the client that the laws and regulations within the Treatment Provider's jurisdiction may be different than the Applicable Law within the client's jurisdiction.

#### **G. The Treatment Provider is the Owner of the Record.**

WeCounsel stores client records using a third party data center. WeCounsel also maintains a payment history, however no other treatment data is collected by WeCounsel. The Treatment Provider is the legal owner of the medical records created and generated from treatment. Treatment Providers must comply with any medical records release requests by a client or legally authorized entity. Treatments Providers must maintain patient records as required by Applicable Law within their jurisdiction and make available any records if requested by a client. No records shall ever be released without a written release from the client or client's legally authorized agent.

#### **H. Treatment Providers should be insured.**

Treatment Providers should ensure that they are covered by any required malpractice insurance if required by their local jurisdiction. All Treatment Providers are encouraged to maintain appropriate levels of malpractice insurance coverage.

### **11. Complaints.**

To file a complaint regarding WeCounsel's collection and use of your Personal or User Information, please email us at [dedicated email address] or write to us at the address listed here. Where appropriate, we will attempt to confirm your understanding of the conduct related to your complaint and your expectations regarding the outcome of your complaint. We will inform you whether we will conduct an investigation into your complaint. If we do conduct an investigation, we also will provide contact details of the investigating officer and the estimated completion date of the investigation. After we have completed our investigation, we will advise you of the outcome and allow you to submit a response to our conclusions. If you are unsatisfied with the outcome, we will advise you of additional options for resolution.

If you are a resident of Australia, the following Australia-specific provisions apply to our processing of your personal information in lieu of the relevant sections of this Privacy Policy:

To file a complaint about an alleged breach of the Privacy Act 1988, please email us at support@wecounsel.com or write to us at the address listed here. Where appropriate, we will attempt to confirm your understanding of the conduct related to your complaint and your expectations regarding the outcome of your complaint. We will inform you whether we will conduct an investigation into your complaint. If we do conduct an investigation, we also will provide contact details of the investigating

officer and the estimated completion date of the investigation. After we have completed our investigation, we will advise you of the outcome and allow you to submit a response to our conclusions. If you are unsatisfied with the outcome, we will advise you of additional options for resolution.

## **12. Changing User Information; Contacting Us.**

User may update or correct User account information and email preferences at any time by logging in to User account and changing the settings. User can review and correct the information that WeCounsel keeps on file by contacting us directly at [support@wecounsel.com](mailto:support@wecounsel.com).

User may deactivate a Treatment Provider by selecting the Treatment Provider deactivation option if User no longer wishes to allow him or her to view User information. The Treatment Provider will be able to view a static version of User information as of the deactivation, but will no longer be able to view updates.

If you have any questions about this Privacy Policy, the practices of this site or User dealings with this website please contact us at [info@wecounsel.com](mailto:info@wecounsel.com).

Changes to this Privacy Policy are effective when they are posted on this page.