



Privacy Policy

Session Sync Inc. (“Session Sync”, “company”, “we”, “us” or “our”) respects your privacy and is committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit our website (our “Website” or “Site”) and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On this Website or via our Session Sync platform.
- In email and other electronic messages between you and this Website.
- Through mobile and desktop applications you download from this Website, which provide dedicated non-browser-based interaction between you and this Website.
- When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy.

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Session Sync or any third party (including our affiliates and subsidiaries); or
- Any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy. This policy may change from time to time (see Changes to Our Privacy Policy). Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

You are electing to join Session Sync to access a communication platform for delivery of psychotherapy/psychological services (“Services”) via videoconference over the Internet.

USE OF THE SERVICES IS NOT FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM. IF YOU ARE CONSIDERING OR CONTEMPLATING SUICIDE OR FEEL THAT YOU ARE A DANGER TO YOURSELF OR TO OTHERS, CALL 911 OR NOTIFY APPROPRIATE POLICE OR EMERGENCY MEDICAL PERSONNEL.

Your privacy is very important to us. Session Sync uses encryption technologies that safeguard Protected Health Information (PHI) according to HIPAA and HITECH Technical Standards.

We continuously seek to safeguard protected health information through administrative, physical and technical means, and otherwise abide by applicable federal and state guidelines. This Privacy Policy

explains how we collect, use, and disclose information from and/or about you when you use the Site or the Services.

THE SITE WILL BE COLLECTING AND TRANSMITTING PERSONAL, MEDICAL AND HEALTH-RELATED INFORMATION ABOUT YOU. BY USING THE SITE, YOU AGREE THAT WE CAN COLLECT AND USE YOUR PERSONAL AND OTHER INFORMATION AS DESCRIBED IN THIS SITE PRIVACY POLICY. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE.

Psychologists & Informed Consent

Session Sync is a technology provider that facilitates access to, and the billing and payment of, telehealth psychotherapy/psychological services (provided by independent licensed psychologists) through the Session Sync platform.

PSYCHOLOGISTS USING THE SESSION SYNC PLATFORM TO PROVIDE SERVICES ARE NOT THE EMPLOYEES OR AGENTS OF SESSION SYNC.

Under the Session Sync Services, mental health advice and services are provided exclusively by Psychologists and exclusive control and responsibility for the delivery of mental health services is reserved to Psychologists.

All Psychologists using Session Sync represent that they have a doctorate degree and state license(s), as applicable, in the areas of psychology and that they are in good standing with their respective licensure board(s). Session Sync is not responsible for credentialing Psychologists, makes no representation regarding the accuracy of Psychologists' credentials, and expressly disclaims any liability for fraudulent credentials or claims by Psychologists. Each Psychologist is responsible for acting in accordance with applicable state law(s) and for upholding the American Psychological Association (APA) Ethical Principles of Psychologists and Code of Conduct.

Each Psychologist is responsible for obtaining patient informed consent to any mental health service(s) including but not limited to treatment, assessment and/or evaluation, including without limitation, patient consent to use telehealth in the course of any consultation conducted through the Services, to the extent such consent is required by applicable state law.

Patient Data

The Patient information that Session Sync collects or maintains may include:

- Name, age, email address, username, password, and other registration information
- Health information provided to Session Sync, which may include information or records relating to medical or health history and other health related information
- Health information prepared or obtained by the Psychologist(s) who provide clinical services through the Site such as therapy records, treatment and examination notes, and other health related information
- Billing information, such as credit card information
- Information about the patient's computer or mobile device such as what Internet browser is used, the kind of computer or mobile device used, and other information about how a patient uses the Site.
- Other related information entered into the Site

This information is collected directly from you when you provide it to us, automatically as you navigate the site and/or from third parties. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.

Users will be able to update some of their information through the Site. Requests to modify information may also be emailed to support@sessionsync.com.

Psychologist Data

The Psychologist information that Session Sync collects or maintains may include:

- Name, age, email address, license number(s), photo identification username, password, and other registration information
- Clinical documentation entered through the Site such as therapy records, treatment and examination notes, and other health related information
- Billing information, such as credit card information
- Information about the psychologist's computer or mobile device such as what Internet browser is used, the kind of computer or mobile device used, and other information about how a psychologist uses the Site.
- Other related information entered into the Site

This information is collected directly from you when you provide it to us, automatically as you navigate the site and/or from third parties. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.

Users will be able to update some of their information through the Site. Requests to modify information may also be emailed to support@sessionsync.com.

Disclosure of Health Information

Disclosure of patient health information occurs for normal business activities that the law sees as falling in the categories of treatment, payment and healthcare operations. Below we provide examples of those activities, although not every use or disclosure falling within each category is listed:

- Treatment – For active patients using the Service, a record of patient health information may be kept on the Session Sync platform. This record may include diagnoses, assessment results, psychosocial history, medical history, response to treatment, and other relevant information disclosed through the Service. When appropriate and with proper consent (i.e. Release of Information documentation), disclosure of this information may be provided to other healthcare providers, family/friends and/or others for collaborative care.

PROPER STORAGE AND MAINTENANCE OF PROTECTED HEALTH INFORMATION (PHI), INCLUDING CLINICAL NOTES AND RECORDS, IS THE RESPONSIBILITY OF THE PSYCHOLOGIST USING SESSION SYNC ACCORDING TO HIS OR HER RESPECTIVE LICENSING BOARD(S).

- Payment – Your personal banking information is stored with a third party company to process payment for services. Session Sync does not accept insurance.

- Health Care Operations – Non-identifiable information is used to improve the services we provide, to train staff, for business management, for quality assessment and improvement, and for customer service. For example, we may use information to review our services and enhance the user experience.

Health information may also be used to:

- Comply with federal, state or local laws that require disclosure
- Inform proper authorities regarding immediate danger to self or others
- Inform proper authorities regarding reasonable suspicion of abuse or neglect
- Respond to law enforcement officials or to judicial orders, subpoenas or other process
- Assist in public health activities such as tracking increased needs for care
- Create de-identified Information such as aggregate statistics relating to the use of the Services
- Notify you when Site updates are available
- Market and promote the Site and the Services to you
- Fulfill any other purpose for which you provide us Personal Information
- Provide information to other third parties with whom we do business, such as a record storage provider. In these situations we require third parties to provide us with assurances that they will safeguard your information
- For any other purpose for which you give us authorization

This Site Privacy Policy applies only to information collected through the Site and in email and other electronic communications set through or in connection with the Site. This Site Privacy Policy DOES NOT apply to information collected by any third party. When you click on links on the Site you may leave our Site. Session Sync is not responsible for the privacy practices of other sites, and we encourage you to read their privacy statements. If a Session Sync User utilizes the platform to publish or otherwise share their own Personal Data or Contact Information with third parties, he or she assumes full responsibility for any further use of that Data or information.

All other uses and disclosures, not described in this or other Session Sync documents, may only be done with your written authorization. You may revoke your authorization at any time; however, this will not affect prior uses and disclosures.

Children Under the Age of 13

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website or on or through any of its features/register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. **If you believe we might have any information from or about a child under 13, please contact us immediately.**

Information You Provide to Us

You may provide information to be published or displayed (hereinafter, “posted”) on public areas of the Website, or transmitted to other users of the Website or third parties (collectively, “User Contributions”). Your

User Contributions are posted on and transmitted to others at your own risk. Although we limit access to certain pages/you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.
- Real-Time Location. Certain features of the Site use GPS technology to collect real-time information about the location of a user's device so that the Site can facilitate opportunities for patients to connect with Psychologists licensed in the state where patients are located.
- Mobile Services. We may collect non-personal information from your mobile device or computer. This information is generally used to help us deliver the most relevant information to you. Examples of information that may be collected and used include how you use the Site and information about the type of device or computer you use.

We also may use the following technologies:

- Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- Flash Cookies. Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies.
- Web Beacons. Pages of the Website and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account/subscription, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website or any products or services we offer or provide though it.
- To allow you to participate in interactive features, including goods and services that may be of interest to you.

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction. We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about our Website users is among the assets transferred, except to the extent prohibited by law.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our terms of use and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our company, our customers, or others. This includes exchanging non-clinical information with other companies and organizations for the purposes of fraud protection.

Anonymous and aggregated data may also be published through various media platforms/academic journals. No personal identifying information will be tied to the results, and Session Sync will not share anything that could be used to identify user accounts or your private information.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of this site may not operate correctly

Accessing and Correcting Your Information

You can review and change your personal information by logging into the Website and visiting your account profile page. You may also send us an email to request access to, correct or delete any personal information that you have provided to us. Under some circumstances, we cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect. If you delete your User Contributions from the Website, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Website users if available to them.

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls. Any payment transactions and user-supplied information will be encrypted and transferred using SSL technology.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Website like message boards or forums, if they are operational. The information you share in public areas may be viewed by any user of the Website.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Messaging

As part of providing you the Services, we may need to provide you with certain communications, such as appointment reminders, service announcements and administrative messages. These communications are considered part of the Services and your Account, which you may not be able to opt out from receiving.

Secure electronic messaging directly on the [SessionSync.com](https://www.SessionSync.com) website is always preferred to insecure email, but under specific circumstances, insecure email communication may take place between you and Session Sync (e.g., appointment reminders, account set-up instructions, etc.).

When receiving confidential correspondence, you will receive email notifications of new messages that require you to log in to Session Sync's secure website to read message content. We recommend this option if you want to increase the security and confidentiality of your communications on Session Sync.

You should consider that standard email may not be a secure means of communication. There is some risk that any PHI contained in email may be disclosed to, or intercepted, printed, or stored by,

unauthorized third parties. Session Sync cannot ensure the security or confidentiality of messages sent by email.

Record Keeping

PROPER STORAGE AND MAINTENANCE OF PROTECTED HEALTH INFORMATION (PHI), INCLUDING CLINICAL NOTES AND RECORDS, IS THE RESPONSIBILITY OF THE PSYCHOLOGIST USING SESSION SYNC ACCORDING TO HIS OR HER RESPECTIVE LICENSING BOARD(S).

Please note that psychologists are required to maintain patient records after the professional relationship with the patient ends. Maintenance requirements (i.e., duration) of electronic patient records are the same as maintenance requirements (i.e., duration) of paper patient records. The amount of time that records must be maintained depends on relevant state laws and regulations. Each psychologist at Session Sync is responsible for the proper storage and maintenance of their patients' records.

Session Sync stores data only for as long as it is necessary to provide products and services to you and others, including those described above. Certain information is needed to provide you with services, so we only delete this information after you delete your account.

If a patient requests disclosure of their PHI from their Session Sync Psychologist, proper authorization for disclosure of protected health information must be obtained.

We strongly recommend that you do not use the Services on public computers. We also recommend that you do not store your Account password through your web browser or other software.

Patient information is kept confidential except when disclosure is required or permitted by law (for example during an emergency circumstance as judged by the Psychologist). Generally, Session Sync will only use user information within our company. However, we use a third party to process user information for credit card payment. We require any third party to comply strictly with its instructions and we require that they not use personal information for their own business purposes.

Account Termination

You may terminate your Session Sync account at any time and for any reason by emailing Session Sync at support@sessionsync.com or by deactivating your account through your Session Sync Profile. Upon any termination by you, your Account will no longer be accessible. Session Sync will handle any cancellation request within 30 days of receipt of such a request.

Please note that psychologists are required to maintain patient records after the professional relationship with the patient ends. Maintenance requirements (i.e., duration) of electronic patient records are the same as maintenance requirements (i.e., duration) of paper patient records. The amount of time that records must be maintained depends on relevant state laws and regulations. Each psychologist at Session Sync is responsible for the proper storage and maintenance of their patients' records.

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When Session Sync deletes personal information, it will be deleted from the active database, but may remain in our archives. Once some of your personal information is disclosed to third parties, Session Sync may not be able to access that personal information any longer and cannot force the deletion or modification of any such information by the parties to whom we have made those disclosures. After we delete personal information, we may retain de-identified data and will continue to use de-identified data as permitted under this Site Privacy Policy.

Protecting the Privacy of your fellow Session Sync Users

We respect other people's rights, and expect you to do the same. During your use of SessionSync.com services, you will not send or otherwise post unauthorized commercial communications (such as spam) on SessionSync.com. You will not post content or take any action on SessionSync.com that infringes or violates someone else's rights or otherwise violates the law.

You will not collect users' content or information, or otherwise access SessionSync.com using automated means without our permission.

- You will not upload viruses or other malicious code.
- You will not solicit login information or access an account belonging to someone else.
- You will not bully, intimidate, or harass any other User.
- You will not post content that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- You will not provide any false personal information on SessionSync.com, or create an account for anyone other than yourself without permission. You will not create more than one personal profile.

We can remove any content or information you post on SessionSync.com if we believe that it violates this Privacy Policy or the Terms of Use on this Site.

Intellectual Property Rights

The Services, the Site, and all information and/or content that you see, hear, or otherwise experience on the Site (collectively, "Content") are protected by U.S. and international copyright, trademark, and other laws. We own or have the license to use all of the intellectual property rights relating to Session Sync, the Services, the Site, and the Content, including, without limitation, all intellectual property rights protected as patent pending or patented inventions, trade secrets, copyrights, trademarks, service marks, trade dress, or proprietary or confidential information, and whether or not they happened to be registered. You will not acquire any intellectual property rights in Session Sync by your use of the Services or the Site.

You will not use our copyrights or any confusingly similar marks, without our written permission. We can remove any content or information you post on SessionSync.com if we believe that it violates this Privacy Policy or the Terms of Use on this Site.

Arbitration

Any dispute or claim relating in any way to your use of the Services will be resolved by binding confidential arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to these Terms.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must recognize these Terms as a court would.

It is agreed that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration Session Sync and you each waive any right to a jury trial. It is further agreed that you may not bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Governing Law and Forum for Disputes

These Terms are governed by the laws of the State of California, without regard to any conflict of laws rules or principles. You agree to submit to the venue and jurisdiction of the California courts. Session Sync's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

Disclaimers

We try to keep SessionSync.com safe, but you use it at your own risk. Session Sync uses encryption technologies that safeguard Protected Health Information (PHI) according to HIPAA and HITECH Technical Standards. However please be aware that no data transmission over the Internet or data storage facility can be guaranteed to be perfectly secure. As a result, we do not guarantee that SessionSync.com will be safe or secure. Session Sync is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

Session Sync is not responsible for data lost/exposed/used due to the nature of the Internet and digital environments, including illegal actions of hackers and criminals, technical malfunctions of servers and database etc. These are the accepted risks of our Users and users of the Internet in general. You are agreeing to this standard in using our site.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at support@sessionsync.com or via phone at 1-866-U-IN-MIND.

This Privacy notice was last updated on January 13, 2019 and is deemed effective as of this date.