

## eQuanimity “eTherapi”

### Provider Terms of Use Agreement & Privacy Policy

This Agreement was last revised on August 25, 2014.

This Terms of Use Agreement (the “Agreement”) explains the terms and conditions on which eQuanimity, Inc. (“eQuanimity,” “we,” or “us”) offers its services via this website ([www.eTherapi.com](http://www.eTherapi.com)) and any other web or mobile applications or services offered by eQuanimity in connection with this website (collectively the “Service”). Please read this Agreement carefully. It is a legally binding contract. By clicking “I Agree” or registering with the Service, you agree to be bound by the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you are not authorized to access or use the Service and/or any of its components.

We reserve the right to amend this Agreement at any time by notifying you as provided in this Agreement, provided that no notice shall be required for non-substantive changes to the Agreement. If we substantively amend this Agreement, we will give you at least seven (7) days notice before the changes take effect, during which period of time you may reject the changes by terminating your account. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use.

Nothing contained in the Service or this Agreement shall be construed as eQuanimity or eQuanimity Payors (as defined below) directly or indirectly practicing medicine or dispensing medical services. Additionally, you acknowledge and agree that eQuanimity Payors do not intend to affect or influence your clinical judgment or decision-making.

#### 1. Use of the Service

##### A. Eligibility

**(1) Permitted Users.** To use the Service, you must be a healthcare professional licensed in the state in which the patient lives with authority under such license to use the Service (a “Provider”) or are serving under the supervision of a healthcare professional licensed in the state in which the patient lives with authority under such license to use the Service (a “Provider”). By applying or registering to use the Service, you represent and warrant that you have reasonable and customary levels of malpractice and related liability insurance coverage. If you are registering on behalf of a Provider group (a “Group”), you represent and warrant that (a) you have the authority to accept this Agreement on behalf of all Providers associated with the Group that wish to use the Service, including contract Providers, and to bind such Providers to the terms of this Agreement and (b) each such person is properly licensed. If you are registering as a student, you warrant that you are (a) serving under the supervision of a state licensed mental health practitioner; and (b) you represent and warrant that you have reasonable and customary levels of malpractice and related liability insurance coverage.

In addition, all providers acknowledge that they are:

1. You represent and warrant that you are in compliance and in good standing with all applicable local, state and federal regulatory requirements. You hereby warrant that you will continue to maintain all necessary licenses and approvals, and comply with all applicable regulatory requirements until such time as its responsibilities pursuant to this Agreement are fulfilled.

2. You have never been investigated for or subject to a disciplinary proceeding or reprimanded by a governmental or administrative agency, hospital or professional association.
3. You have never been convicted of an act committed in violation of any law ordinance other than a traffic offense.
4. You have never been treated for alcoholism or drug addiction.
5. You have never been denied professional liability (malpractice) insurance.
6. You are not currently a party, and shall not be a party, to any agreement, including any agreement you have with a third party payor, which conflicts with the terms of eQuanimity Provider Terms of Use Agreement.

In addition, eQuanimity maintains the right to request additional forms of identification as proof of personhood and proof of certification as a mental health practitioner or mental health practitioner under the supervision of a supervisor. These additional forms of identification may include: a drivers license, social security number, copy of state letter of certification, copy of professional liability insurance.

Lastly, all members acknowledge that they are provisionally accepted into the eQuanimity network and may be removed at the discretion of eQuanimity if lack of proof of identification is provided, or failure to adhere to our Terms of Use Agreement. In addition, an applicant may be denied acceptance into the network based on a criminal record, denial of professional liability insurance, or criminal convictions.

**(2) Definition of You.** For purposes of this Agreement, the term “you” shall include each Provider. If the Service is being utilized by a Group, it is understood and agreed that the term “you” shall include each licensed Provider associated with or employed by the Group who uses the Service, and each such person shall be deemed to have accepted this Agreement.

## **B. Provider Accounts**

To use the Service as a Provider, you must apply for a Provider account. eQuanimity may grant or deny approval of your application in its sole discretion, including without limitation based on results of our verification of your licensing credentials or whether your practice specialty fits our current service offerings. By submitting your Provider application, you grant us permission to verify the information contained in your application. Your Provider account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another user’s account without permission. You must provide accurate and complete information when creating your account, and keep such information up to date throughout the term of this Agreement. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify eQuanimity immediately of any breach of security or unauthorized use of your account. eQuanimity will not be liable for any losses caused by any unauthorized use of your account.

You may control your Provider profile page (your “Profile”) and how you interact with the Service by changing the settings in your settings page. By providing eQuanimity your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

### **C. Professional Liability Insurance**

eQuanimity does not provide professional liability insurance for members of its provider network. Providers need to check with their own liability insurance provider to ascertain that internet therapy services are adequately covered.

eQuanimity may, at its discretion, offer tele-mental health professional liability insurance for members of its provider network and may charge a fee for access to this service from its members.

### **D. Service Rules**

The Services is not for use in emergency or urgent situations. You shall instruct your clients to immediately contact their local emergency services in any such situations.

**(1) Provider-Patient Relationship.** Once you have registered, the Service shall be solely provided pursuant to an established Provider-patient relationship and related to the treatment of your patient. You agree to be solely responsible for verifying the identity and authenticity of the clients who identify themselves to you and with whom you communicate through the Service.

The parties acknowledge that by agreeing to these terms and conditions, they accept a "Business Associate" agreement. "Business Associate" means, with respect to a Covered Entity, a person who:

(1) On behalf of such Covered Entity or of an organized health care arrangement (as defined under the HIPAA Regulations) in which Covered Entity participates, but other than in the capacity of a member of the workforce of such Covered Entity or arrangement, performs, or assists in the performance of:

a) a function or activity involving the use or disclosure of Individually Identifiable Health Information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and re-pricing; or

b) any other function or activity regulated by the HIPAA Regulations; or

(2) provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation, management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an organized health care arrangement in which Covered Entity participates, where the provision of the service involves the disclosure of Individually Identifiable Health Information from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.

b. "Covered Entity" means a health plan (as defined by HIPAA and the HIPAA Regulations), a health care clearinghouse (as defined by HIPAA and the HIPAA Regulations), or a health care provider (as defined by HIPAA and the HIPAA Regulations) who transmits any health information in electronic form in connection with a transaction covered by the HIPAA Regulations.

**(2) Provider Groups.** As a member of a Group, you agree to review and monitor all sections of the Group Settings area on an ongoing basis and represent and warrant that you agree to composition of the Group, all messaging privileges assigned to the members of your Group, and all settings for and members of the Group as reflected in the Group Settings area. You agree that the designated Group Administrator(s) may assign messaging privileges on your behalf, as well as route and forward patient messages on your behalf. Group members may accept and approve clients on behalf of all members of a Group. Therefore,

services provided by any member of a Group through the Service to a patient accepted or approved by another member of the Group will be considered to be pursuant to an established Provider-patient relationship.

**(3) Licensure.** You acknowledge and agree that you must be appropriately licensed under state law to provide services (e.g., Visit services) in the state in which the patient you are treating is located.

**(4) No Prescriptions.** You may not use any feature of the Service to prescribe medications. Providing prescriptions through or on the Service is strictly prohibited and grounds for terminating your account, and eQuanimity will not accept responsibility for nor be liable for any such prescriptions.

**(5) Prohibited Activities.** You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the eQuanimity servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information from the Service except as required and permitted by this Agreement; (viii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (ix) interfering with the proper working of the Service; (x) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xi) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

eQuanimity may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability for any reason, including if in eQuanimity's sole determination you violate any provision of this Agreement, or for no reason.

All aspects of the Service are subject to change or elimination at eQuanimity's sole discretion. eQuanimity reserves the right to interrupt the Service with or without prior notice for any reason or no reason. You agree that eQuanimity will not be liable to you for any interruption of the Service, delay or failure to perform.

You are solely responsible for your interactions with other eQuanimity users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

**(6) Patient Interactions.** You understand and agree that eQuanimity is not responsible for nor will be liable for any interaction you have with clients outside of the Service, and you agree to indemnify, defend, and hold eQuanimity harmless from any claim arising from such interactions.

**(7) Services provided by pre-licensed clinicians.** Videoconferencing services provided by eQuanimity can be used by pre-licensed clinicians provided they a) are working towards achieving full state licensure,

b) disclose their pre-licensure status to potential clients and c) are receiving full supervision and guidance by a fully qualified and licensed professional.

Pre-licensed clinicians who want to use eQuanimity services need to provide the national provider ID number of their fully licensed supervisors and have their supervisors submit a supervision affidavit to [admin@etherapi.com](mailto:admin@etherapi.com).

## **2. Patient Visits**

You may make available to your clients certain interactive consultation services via the Service (“Visits”). You are solely responsible for the information contained and any messages provided to your patient via a Visit and in any messages sent to your patient via the Service. eQuanimity makes no warranty as to the content of any treatment response and/or messages or the information contained therein.

## **3. Payment Services**

**(1) Definition of eQuanimity Payor.** For purposes of this Agreement, the term “eQuanimity Payor” shall mean a healthcare insurer or other entity that has arranged with eQuanimity to reimburse Providers for Visits provided in accordance with the eQuanimity Payor’s criteria.

**(2) Visit Fees.** You may charge a fee for completed Visits, cancelled Visits, and scheduled Visits that clients fail to attend. You may create and change your fee schedule as permitted by the Service. If the Visit is not covered by an eQuanimity Payor, the fee may only be charged directly to the patient. eQuanimity will adjudicate the Visit on your behalf, which includes processing the patient’s credit card, retaining a commission as set forth in our Commission Schedule and remitting such funds to you as provided below. If the Visit is covered by an eQuanimity Payor on the date of the Visit, the process is as follows: The eQuanimity Payor will specify the allowable fee and the patient responsibility (co-payment). eQuanimity will adjudicate the Visit claim by using commercially reasonable efforts to (1) electronically transmit your claim for the applicable fee to the eQuanimity Payor and (2) process the patient credit card copayment amount from the patient and remit such funds to you as provided below. eQuanimity will not retain a commission from your claim for visits covered by an eQuanimity Payor, but reserves the right to charge a fee to the eQuanimity Payor. You are responsible for providing eQuanimity with the necessary information to charge the fee and/or copayment charge on your behalf. You agree that: (a) you will not submit any bills to any eQuanimity Payor for eQuanimity Services; (b) eQuanimity may retain a commission for each private pay Visit; and (c) eQuanimity’s obligation to pay the applicable fee and/or copayment to you arises only upon eQuanimity’s receipt of such amounts from the patient or the eQuanimity Payor, as applicable.

**(3) Members of eQuanimity Payors.** For any use of the Service with a Plan Member Patient (as defined below), you agree to review the payment and policies for any specific guidelines required by the eQuanimity Payor of which such Plan Member Patient is a member and to comply with any and all provisions of such applicable guidelines, the provisions of which shall be incorporated herein with respect to the Plan Member Patient. A Plan Member Patient shall mean a patient that: (a) is a member of a health plan of an eQuanimity Payor; and (b) has received the services for which you intend to seek compensation.

**(4) Payments.** Unless otherwise agreed by the parties in writing, eQuanimity shall remit payments due to you hereunder no later than thirty (30) days after the end of each calendar month in which the applicable fees are received. Payment shall be in the form you select when you register for the Service, or subsequently updated as permitted by the Service. Cash payments shall only be made in those months in

which the amount due to you totals at least \$100. Unpaid amounts due shall accrue until the next month in which the amount due is at least \$100. eQuanimity reserves the right to withhold payment or charge back your account the amounts due to any breach of this Agreement by you, pending eQuanimity's reasonable investigation of such breach. To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information associated with your account, which includes without limitation applicable tax information. If we believe that we are obligated to obtain tax information and you do not provide this information to us after we have requested it, we may withhold your payments until you provide this information or otherwise satisfy us that you are not a person or entity from whom we are required to obtain tax information. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission may be deducted from the newly issued payment. You agree to pay all applicable taxes or charges imposed by any government entity in connection with your participation in the Service. If you dispute any payment made hereunder, you must notify eQuanimity in writing within thirty (30) days of any such payment; failure to so notify eQuanimity shall result in the waiver by you of any claim relating to any such disputed payment. Payment shall be calculated solely based on records maintained by eQuanimity. No other measurements or statistics of any kind shall be accepted by eQuanimity or have any effect under this Agreement.

#### **(5) Subscription for Service Fees.**

There is presently no monthly subscription fee for use of the eQuanimity website. However, eQuanimity retains the right to levy a \$49.99 monthly subscription fee for use of the eQuanimity website in the future. All members will be notified prior to the creation of a monthly subscription fee and may choose to opt-in or opt-out.

Every credentialed provider, will, however, pay a per-session fee to use the online videoconferencing services provided by eQuanimity. Fees are charged as \$4.99 for an online therapy session irrespective of the session duration. All charges will be charged in US dollars.

Providers can cancel their eQuanimity monthly subscription at any time, by contacting eQuanimity via email at [admin@etherapi.com](mailto:admin@etherapi.com).

Payment for all services are payable upon registration or at the relevant periodic payment date. You can pay subscription fees via credit or debit card. Your payment details will be encrypted to minimize the possibility of unauthorized access to and disclosure of your account details.

At the time of registration, you will be asked to provide your credit or debit card details. In the event that eQuanimity are unable at any time to obtain payment of any charges using such credit card details, eQuanimity may freeze your account until We have received settlement in full.

If you are joining eQuanimity as a member of an affiliate or enterprise partner, the terms of the said affiliate partnership agreement, including all pricing conditions, will super-cede the above arrangement.

**(6) Connection Costs.** You agree to be solely responsible for all costs incurred by you to connect to the Service, including but not limited to obtaining and maintaining all telephone, computer and other equipment necessary.

**(7) Referrals.** You agree to immediately refer all clients who present with acute symptoms to a local emergency room.

During periods when you will not be available to provide scheduled services to clients via the Service (for instance, vacation, medical leave, family emergencies, etc.) you must provide a referral for each patient to another qualified provider on the Service.

You may have the ability to send a referral message and/or refer a patient to another registered and/or a non-registered Provider using the patient referral message template. By sending a patient referral message and/or attachments you represent and warrant that you have received the necessary consents from your patient as required by federal and state law, as well as any consents that may be required based upon applicable industry standard. You are responsible for confirming any information in a patient referral and/or attachments. You will use reasonable efforts to refer clients from each eQuanimity Payor according to that eQuanimity Payor's reasonable rules and procedures for referrals.

#### **4. Resources**

eQuanimity may make general information resources available on the Service ("Resources"). The Resources:

- Are not comprehensive clinical texts and do not include all the potential information regarding the subject matter.
- Shall not be relied upon as a substitute for patient-specific clinical diagnosis and treatment or health care consultation and are not a substitute for seeing an appropriate health care professional for clinical treatment.
- Are compiled from a variety of providers and/or other third parties and should not be considered authored by eQuanimity. eQuanimity makes no warranty as to the content of the Resources and you are not authorized to use eQuanimity's name, logo, trademark or other service mark or refer to eQuanimity in any manner with respect thereto.
- Are not intended to be instructional for clinical diagnosis or treatment, and shall not be construed, directly or indirectly, as the practice of medicine or dispensing of medical services by eQuanimity.

You are responsible for verifying the accuracy, reliability and completeness of the Resources.

#### **5. eQuanimity Communications.**

From time to time, eQuanimity may elect to provide certain messages to your clients directly based upon demographic criteria determined by eQuanimity.

#### **6. User Content; Proprietary Rights.**

Some areas of the Service, including without limitation your Profile and the Knowledge Center, may allow you to post articles, comments, questions, and other information ("User Content"). You are solely responsible for your User Content that you upload, publish, display, link to, send through, or otherwise make available (hereinafter, "post") on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand that whether or not such User Content published, eQuanimity does not guarantee any confidentiality with respect to any User Content.

You agree not to post User Content that: (i) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (ii) may constitute or contribute to a crime or tort; (iii) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity

rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (iv) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (v) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (vi) contains any information or content that you know is not correct and current; (vii) displays any advertising or promotional materials for or links to any commercial products or services of any third party; (viii) implies any endorsement, sponsorship, guarantee, or assumption of responsibility for your services or products by eQuanimity or any third party from whom you have not received specific permission; or (ix) displays the logos of eQuanimity except with eQuanimity's specific permission or as may be automatically displayed as part of the Service. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of publicity and privacy. eQuanimity reserves the right, but is not obligated, to reject and/or remove any User Content that eQuanimity believes, in its sole discretion, violates these provisions.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

eQuanimity takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. eQuanimity is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, objectionable, or inappropriate, and you agree that eQuanimity shall not be liable for any damages you allege to incur as a result of such User Content.

## **7. License Grant**

(1) You retain all your ownership rights in your User Content. By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have a right to grant, to eQuanimity a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with eQuanimity's business. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement. You give eQuanimity permission to record and transmit your Visits for access by you, your patient, and as otherwise may be permitted by law.

(2) Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable, license to use the Service as set forth herein. eQuanimity

reserves all rights not expressly granted herein in the Service and the eQuanimity Content (as defined below). eQuanimity may terminate this license at any time for any reason or no reason.

## **8. Our Proprietary Rights**

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the "eQuanimity Content"), and all Intellectual Property Rights related thereto, are the exclusive property of eQuanimity and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the eQuanimity Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place eQuanimity under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, eQuanimity does not waive any rights to use similar or related ideas previously known to eQuanimity, or developed by its employees, or obtained from sources other than you.

## **9. Ratings and Reviews**

Certain aspects of the Service may allow eQuanimity and/or users of the Service to provide ratings and/or reviews of products and services offered through the Service ("eQuanimity Ratings"). eQuanimity may from time to time, in its sole discretion, offer certain rewards or benefits in connection with eQuanimity Ratings. You understand and agree that regardless of terminology used, eQuanimity Ratings represent a limited license right governed solely by the terms of this Agreement. eQuanimity Ratings are not redeemable for any sum of money or monetary value from eQuanimity at any time. You acknowledge that you do not own the account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of eQuanimity on eQuanimity servers, including without limitation any data representing or embodying any or all of your eQuanimity Ratings. You agree that eQuanimity has the absolute right to manage, regulate, control, modify and/or eliminate eQuanimity Ratings as it sees fit in its sole discretion, in any general or specific case, and that eQuanimity will have no liability to you based on its exercise of such right.

## **10. Privacy**

We care about the privacy of our Users. [Click here to view our Privacy Policy](#). You agree to comply with our Privacy Policy, as it may be amended from time to time, in your use of the Service. By using the Service, you are consenting to have your personal data collected, used, transferred to and processed in the United States.

Provider agrees to comply with and adhere to all applicable state and federal laws pertaining to patient confidentiality and privacy.

## 11. Security

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. You are responsible for developing and maintaining procedures to back up the information you maintain on the Service.

## 12. DMCA Notice

Since we respect artist and content owner rights, it is eQuanimity's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify eQuanimity's copyright agent as set forth in the DMCA.

For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit eQuanimity to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice  
eQuanimity, Inc.  
500 7<sup>th</sup> Ave, Suite 17A  
New York, NY 10012  
Telephone: (800) 611-0821

**UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.**

Please note that this procedure is exclusively for notifying eQuanimity and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with eQuanimity's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, eQuanimity has adopted a policy of terminating, in appropriate circumstances and at eQuanimity's sole discretion, members who are deemed to be repeat infringers. eQuanimity may also at its sole discretion limit access to the Service and/or terminate the

accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### **13. Confidentiality**

You agree that (a) all personal and contact information regarding clients on the Service, and (b) the software and technology underlying the Service (collectively the “Confidential Information”) constitute eQuanimity’s valuable and protected trade secrets.

In addition to any other confidentiality obligations you may have under this Agreement, you agree to use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of Company. You shall not use any Confidential Information other than in the course of providing your services via the Service as permitted by this Agreement. You shall notify eQuanimity in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information, and will cooperate with eQuanimity in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify eQuanimity prior to such disclosure to allow eQuanimity an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with eQuanimity in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

You agree not to solicit any person, including without limitation clients on the Service, to disclose any Confidential Information to you.

### **14. Additional Representations and Warranties**

You affirm, represent and warrant, in addition to the other representations and warranties in this Agreement, the following:

- (1) You and/or any other person on whose behalf you are acting in entering into this Agreement agree to use the Service in a manner consistent with all applicable professional and ethical standards and requirements, local, state, and national laws and regulations, and otherwise in accordance with this Agreement.
- (2) You have the written consent of each and every identifiable natural person in the User Content to use such person’s name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- (3) Your User Content and eQuanimity’s use thereof as contemplated by this Agreement and the Service will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity.

(4) eQuanimity may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

(5) To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

### **15. Third-Party Links**

The Service may contain links to third-party websites, services, or other events or activities that are not owned or controlled by eQuanimity. eQuanimity does not endorse any such sites or the information, materials, products, or services contained on or accessible through such sites. eQuanimity has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. If you access a third party website from the Service, you do so at your own risk, and you understand that this Agreement and eQuanimity's Privacy Policy do not apply to your use of such sites. You expressly relieve eQuanimity from any and all liability arising from your use of any third-party website or services or third party owned content.

We encourage you to be aware of when you leave the Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

### **16. Indemnity**

You agree to defend, indemnify and hold harmless eQuanimity and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (ii) your negligence or willful act or omission; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; or (iv) any other party's access and use of the Service with your unique username, password or other appropriate security code.

### **17. No Warranty**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EQUANIMITY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, EQUANIMITY, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM SUCH DOWNLOAD. EQUANIMITY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE

EQUANIMITY SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND EQUANIMITY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### **18. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EQUANIMITY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL EQUANIMITY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EQUANIMITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL EQUANIMITY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE TOTAL COMMISSIONS YOU PAID TO EQUANIMITY HEREUNDER IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

EQUANIMITY AND EQUANIMITY PAYORS ARE NOT RESPONSIBLE, DIRECTLY OR INDIRECTLY, FOR ANY CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) ARISING OUT OF OR IN ANY WAY RELATED TO ANY ACT OR OMISSION OF A PROVIDER THAT VIOLATES ANY LEGAL, ETHICAL AND/OR PROFESSIONAL RULE, REGULATION, ISSUANCE, GUIDANCE, STANDARD OR CODE OF CONDUCT WHEN PROVIDING SERVICES VIA THE EQUANIMITY SERVICES.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF EQUANIMITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from its facilities in the United States. You may not use the Service if you are not a resident of the United States. All materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

## **19. Assignment**

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by eQuanimity without restriction.

## **20. General**

**(1) Governing Law.** You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over eQuanimity, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between you and eQuanimity that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California, unless submitted to arbitration as set forth in the following paragraph.

**(2) Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**(3) Term and Termination.** This Agreement shall commence upon the date you first access or use the Service and/or complete the registration process therein and will continue unless terminated by either party. Either you or eQuanimity may terminate this Agreement and your right to use the Service at any time, with or without cause, upon notice. eQuanimity also reserves the right to terminate or suspend your use of or access to the Service for any reason, without prior notice, but eQuanimity will confirm such termination or suspension by subsequent notice. This Agreement and the licenses granted hereunder shall terminate without notice in the event you fail to comply with the terms and conditions of this Agreement. Upon any termination, you will destroy all copies of eQuanimity materials in your possession and cease any access to or use of the Service. Sections 7A, 8, 10, 11, and 13-20 shall survive termination of this Agreement.

**(4) Notification Procedures.** eQuanimity may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by eQuanimity in our sole discretion. eQuanimity reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. eQuanimity is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add [admi@etherapi.com](mailto:admi@etherapi.com) to your email address book to help ensure you receive email notifications from us.

**(5) Entire Agreement/Severability.** This Agreement, together with any rules and policies referred to herein, shall constitute the entire agreement between you and eQuanimity concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

**(6) No Waiver.** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and eQuanimity's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Please contact eQuanimity via email (admin@etherapi.com) or by phone (800-611-0821) if you have any questions regarding this agreement.

## **Privacy Policy**

This Privacy Policy was last revised on August 25, 2014.

eQuanimity, Inc. ("eQuanimity," "we," or "us" "www.etherapi.com") knows that you care how information about you is used and shared. This Privacy Policy explains what information of yours will be collected by eQuanimity when you use the eQuanimity Service, how the information will be used, and how you can control the collection, correction and/or deletion of information. We will not use or share your information with anyone except as described in this Privacy Policy. This Privacy Policy does not apply to information we collect by other means (including offline) or from other sources. Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our User Agreement or Provider Agreement.

### **INFORMATION WE COLLECT**

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

You provide us information about yourself, such as your name and e-mail address, if you register for a User or Provider Account with the Service. If you correspond with us by email, we may retain the content of your email messages, your email address and our responses. We may also retain any messages you send through the Service. You may provide us information in User Content you post to the Service.

#### **(1) Client Information**

Upon registration, you may provide us with information about yourself and your health plan (for example, health plan, health plan subscriber ID number, email, home phone number, and home address). We encourage you to provide this information in order to enable optimal use of the Service. The registration process requires you to choose a unique identifier (for example, username and password) for your account. To protect your privacy, eQuanimity allows you to choose a username that does not correspond to your real name.

eQuanimity offers various messaging platforms relating to specific requests and/or purposes to facilitate communications between Clients and Providers. Either you or your Provider may initiate such messages and/or communications. Your response and/or provision of information regarding

these communications is voluntary; therefore, you have a choice whether or not to disclose this information. Certain communications (for example, e-mails, messages) are recorded and maintained by eQuanimity. eQuanimity will not edit the content of the communication between you and your Provider.

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

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

Your Provider will have access to your personal information, including your first and last name, during each Visit. Once you initiate a Visit, you may be asked to provide additional health information specific to the treatment you require. Participation in a Visit is voluntary and you therefore have a choice whether or not to disclose this information. Visits may be recorded and stored by the Service.

## **(2) Provider Information**

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

## **B. Cookies Information**

When you visit the Service, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser and lets eQuanimity help you log in faster and enhance your navigation through the site. A cookie may also convey anonymous information about how you browse the Service to us. A cookie does not collect personal information about you. A persistent cookie remains on your hard drive after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser's directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Service may not function properly if the ability to accept cookies is disabled.

### **C. Log File Information**

Log file information is automatically reported by your browser each time you access a web page. When you use the Service, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your 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.

### **D. Clear Gifs Information**

When you use the Service, we 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 your eQuanimity account is collected using these clear gifs. In addition, we 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 eQuanimity better for our users.

## HOW WE USE YOUR INFORMATION

We use the personal information you submit to operate, maintain, and provide to you the features and functionality of the Service. For example, we may use the Provider information that you supply to us in order to verify your credentials, such as your medical license. We may use Client information in reference to communications with Payors or our credit card processing partners.

By providing eQuanimity your email address, you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may use your email address to send you 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 your 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.

Following termination or deactivation of your Client or Provider Account, eQuanimity may retain your information for a reasonable time for backup, archival, or audit purposes, including without limitation as required by law. Furthermore, eQuanimity may continue to make available indefinitely all User Content posted to public areas of the Service after termination or deactivation of your Member account.

If you choose to use our invitation service to invite a friend to the Service, we will ask you for that person's email address and automatically send an email invitation. eQuanimity stores this information to send this email, to register your friend if your invitation is accepted, and to track the success of our invitation service. Your friend may contact us to request that we remove this information from our database at [privacy@eqlive.org](mailto:privacy@eqlive.org).

eQuanimity 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.

eQuanimity reserves the right, but has no obligation, to monitor the User Content you post on the Service. We reserve 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 of Use Agreement, or to protect or defend our rights or property or those of any third party. eQuanimity also reserves the right to remove information upon the request of any third party.

We use cookies, clear gifs, and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the site; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our Service; (d) monitor aggregate metrics such as total number of visitors, traffic, and demographic patterns; (e) diagnose or fix technology problems reported by our Users or engineers that are associated with certain IP addresses; (f) help you efficiently access your information after you sign in; and (h) track User Content and Users to the extent necessary to comply as a service provider with the Digital Millennium Copyright Act.

## HOW WE SHARE YOUR INFORMATION

### A. Personally Identifiable Information

eQuanimity will not rent or sell your personally identifiable information to others. eQuanimity may share your personally identifiable information with third parties for the purpose of providing the Service to you, such as billing a Client health plan or charging your credit card. If we do this, such third parties' use of your information will be bound by this Privacy Policy. We may store personal information in locations outside the direct control of eQuanimity (for instance, on servers or databases co-located with hosting providers).

### B. Client Information

We may share Client information, such as your username, email, and home state, with your Providers. Any Visit content will be shared with your Provider and we may retain a copy of such content. When your Provider elects to charge for a Visit and a Payor has an agreement with eQuanimity to cover your Visit, we may release your 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, we transmit your credit card information to our payment processing partner via encrypted transmission. eQuanimity may cross check your payment information with the information that you provided at registration for verification purposes. If your Provider determines that it is clinically appropriate, he or she may send a referral message to another 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 your information. We will obtain your consent before sharing any of your personal health records with personally identifiable information. However, if you ask us to transfer or forward your personal health records, that request shall constitute consent.

### C. Provider Information

eQuanimity may use Provider information (for example, name, license number, etc) to submit claims to health plans and Payors that pay for services you provide via eQuanimity to your Clients. We will also make your information publicly available via your Provider profile or Provider search functionality so that potential Clients can find you on the Service. eQuanimity may disclose your information as required by

law or reporting obligations, for example to licensing entities. eQuanimity may also disclose your information to verify any credentials you supply.

As we develop our business, we may buy or sell assets or business offerings. Customer, email, and visitor information is generally one of the transferred business assets in these types of transactions. We may also transfer or assign such information in the course of corporate divestitures, mergers, or dissolution.

Any personal information or content that you voluntarily disclose for posting to the Service, such as User Content, becomes available to the public, as controlled by any applicable privacy settings. To change your privacy settings on the Service, you may go to your setting page to do so. If you remove information that you 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, we may run special offers or other events or activities (“Events”) on the Service together with a third party partner. If you provide information to such third parties, you give them permission to use it for the purpose of that Event and any other use that you approve. We cannot control third parties’ use of your information. If you do not want your information to be collected by or shared with a third party, you can choose not to participate in these Events.

Except as otherwise described in this Privacy Policy, eQuanimity will not disclose personal information to any third party unless required to do so by law or subpoena or if we believe 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 our Terms of Use, 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 eQuanimity, our Users or others.

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

We may share non-personally identifiable information (such as anonymous usage data, anonymous data taken from health information and combined with other anonymous data to create aggregate data, referring/exit pages and URLs, platform types, number of clicks, etc.) with interested third parties to help them understand the usage patterns for certain eQuanimity services.

eQuanimity 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 your browser, the advertisements and links that appear on eQuanimity. They automatically receive your 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. eQuanimity does not provide any personally identifiable information to these third-party ad servers or ad networks without your consent. However, please note that if an advertiser asks eQuanimity to show an advertisement to a certain audience and you respond to that advertisement, the advertiser or ad server may conclude that you fit the description of the audience they are trying to reach. In addition, third-party advertisers may use information (not including your name, address, email address, or telephone number) about your visits to this and other websites in order to provide advertisements about goods and services of interest to you. The eQuanimity Privacy Policy does not apply to, and we cannot control the activities of, third-party advertisers. Please consult the respective privacy policies of such advertisers for more information.

## HOW WE PROTECT YOUR INFORMATION

eQuanimity uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information and implement your privacy settings. We cannot, however, ensure or warrant the security of any information you transmit to eQuanimity or guarantee that your 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 your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity before granting you access to your account. You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to your email communications from eQuanimity, at all times.

### A. Compromise of Personal Information

In the event that personal information is compromised as a result of a breach of security, eQuanimity will promptly notify those persons whose personal information has been compromised, in accordance with the notification procedures set forth in this Privacy Policy, or as otherwise required by applicable law.

## YOUR CHOICES ABOUT YOUR INFORMATION

You may, of course, decline to submit personally identifiable information through the Service, in which case eQuanimity may not be able to provide certain services to you. You may update or correct your account information and email preferences at any time by logging in to your account and changing the settings. You can review and correct the information about you that eQuanimity keeps on file by contacting us directly at [support@etherapi.com](mailto:support@etherapi.com). You may deactivate a Provider by selecting the Provider deactivation option if you no longer wish to allow him or her to view your information. The Provider will be able to view a static version of your information as of the deactivation, but will no longer be able to view updates.

## CHILDREN'S PRIVACY

Protecting the privacy of young children is especially important. For that reason, eQuanimity does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register as Members. If you are under 13, please do not send any information about yourself to us, including your name, address, telephone number, or email address. No one under age 13 is allowed to provide any personal information to or on eQuanimity. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at [privacy@etherapi.com](mailto:privacy@etherapi.com).

## LINKS TO OTHER WEB SITES

We are not responsible for the practices employed by websites linked to or from the Service, nor the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies. Please read over those rules and policies before proceeding.

#### NOTIFICATION PROCEDURES

It is our policy to provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on the Service, as determined by eQuanimity in its sole discretion. We reserve the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in this Privacy Policy.

#### CHANGES TO OUR PRIVACY POLICY

If we change our privacy policies and procedures, we will post those changes on the Service to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it. Changes to this Privacy Policy are effective when they are posted on this page.

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this website, please contact us at [privacy@etherapi.com](mailto:privacy@etherapi.com), or send mail to:

Address: 275 Shoreline Drive, Ste 100  
Redwood City, CA 94065  
Telephone: 1 (800) 611 0821

Signed:

  
Jesse Sandoval (Nov 6, 2014)

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Jesse Sandoval  
CEO eTherapi

Nov 6, 2014

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Dated

  
She Clark LPC-s (Nov 6, 2014)

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Name  
Therapist

Nov 6, 2014

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Dated



# eTherapi BAA

EchoSign Document History

November 06, 2014



Created:	November 06, 2014
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