

WeCounselCounsel will not use or share User information with anyone except as described in this Privacy Policy. This Privacy Policy does not apply to information WeCounsel collects by other means (including offline) or from other sources.

1. Information WeCounsel Collects

A. User-Provided Information

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

B. Client Information

Upon registration, User may provide WeCounsel with information about their self and their health plan (for example, health plan, health plan subscriber ID number, email, home phone number, and home address). WeCounsel encourages User to provide this information in order to enable optimal use of the Service. The registration process requires User to choose a unique identifier (for example, username and password) for their account. To protect User's privacy, WeCounsel allows them to choose a username that does not correspond to their real name.

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

WeCounsel 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, WeCounsel 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, User's Provider or a member of User's Provider's staff may provide WeCounsel with medical or other information contained in their medical records or patient files. This may include sharing of information about User via integration between WeCounsel's Service and certain systems used by User Provider containing information about the User (for example, medical record-keeping/storage systems, billing

systems). The provision and sharing of this information is optional by User Provider and based upon User's consent. In addition, WeCounsel may share information provided by User in their Service to update and supplement User medical or other information with User's Provider or contained in User Provider's systems.

Provider will have access to User's personal information, including their first and last name, during each Visit. Once User initiates a Visit, they may be asked to provide additional health information specific to the treatment required. Participation in a Visit is voluntary and therefore User has a choice whether or not to disclose this information. Visits may be recorded and stored by the Service.

C. Provider Information

When a Provider registers at WeCounsel, WeCounsel requires 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 User to provide additional contact information (for example, office fax, e-mail address date of birth, and specialties), but Users are encouraged to provide this information in order to enable optimal use of WeCounsel's Service. When Users register at WeCounsel, the registration process requires them to choose a unique identifier (for example, username and password) for their account.

D. Cookies Information

When a Provider registers at WeCounsel, WeCounsel requires 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 Users to provide additional contact information (for example, office fax, e-mail address date of birth, and specialties), but are encouraged to provide this information in order to enable optimal use of WeCounsel's Service. When Users register at WeCounsel, the registration process requires them to choose a unique identifier (for example, username and password) for their account.

E. Log File Information

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

clicks, domain names, landing pages, pages viewed, and other such information.

F. Clear Gifs Information

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

2. How WeCounsel Uses User Information

- A.** WeCounsel uses the personal information Users submit to operate, maintain, and provide the features and functionality of the Service. For example, WeCounsel may use the Provider information that User supplies in order to verify their credentials, such as medical license. WeCounsel may use Client information in reference to communications with Payors or credit card processing partners.
- B.** By providing WeCounsel User's email address, User is consents to WeCounsel using the email address to send Service-related notices, including any notices required by law, in lieu of communication by postal mail. WeCounsel may use User's email address to send other messages, such as newsletters, changes to features of the Service, or special offers. If User does not want to receive such email messages, they may opt out or change preferences in their account. Opting out may prevent User from receiving email messages regarding updates, improvements, or offers. User may not opt out of Service-related e-mails.
- C.** Following termination or deactivation of Client or Provider Account, WeCounsel may retain User's information for a reasonable time for backup, archival, or audit purposes, including without limitation as required by law. Furthermore, WeCounsel may continue to make available indefinitely all User Content posted to public areas of the Service after termination or deactivation of User Member account.
- D.** If User chooses to use WeCounsel's invitation service to invite a friend to the Service, WeCounsel will ask User for that person's email address and automatically send an email invitation. WeCounsel stores this information to send this email, to register the friend if their invitation is accepted, and to track the success of our invitation service. User friend may contact

WeCounsel to request that WeCounsel remove this information from our database at privacy@eqlive.org.

- E. WeCounsel may use certain information about User and/or User Content internally for purposes such as analyzing how the Service is used, diagnosing service or technical problems, maintaining security, and personalizing content.
- F. WeCounsel reserves the right, but has no obligation, to monitor the User Content posted on the Service. WeCounsel reserves the right to remove any such information or material for any reason or no reason, including without limitation if in our sole opinion such information or material violates, or may violate, any applicable law or our Terms of Use Agreement, or to protect or defend our rights or property or those of any third party. WeCounsel also reserves the right to remove information upon the request of any third party.
- G. WeCounsel uses cookies, clear gifs, and log file information to:
 - 1. remember information so that User will not have to re-enter it during their visit or the next time they visit the site;
 - 2. provide custom, personalized content and information;
 - 3. monitor the effectiveness of WeCounsel's Service;
 - 4. monitor aggregate metrics such as total number of visitors, traffic, and demographic patterns;
 - 5. diagnose or fix technology problems reported by our Users or engineers that are associated with certain IP addresses;
 - 6. help User efficiently access their information after signed in; and
 - 7. track User Content and Users to the extent necessary to comply as a service provider with the Digital Millennium Copyright Act.

3. How WeCounsel Shares User Information

A. Personally Identifiable Information

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

B. Client Information

WeCounsel may share Client information, such as User username, email, and home state, with User Providers. Any Visit content will be shared with User Provider and WeCounsel may retain a copy of such content. When User Provider elects to charge for a Visit and a Payor has an agreement with WeCounsel to cover User Visit, WeCounsel may release User contact information, the date of the service, the service descriptor, and the service charge to the Payor for payment purposes. If you initiate a payment transaction on the Service, WeCounsel transmit User credit card information to our payment processing partner via encrypted transmission. WeCounsel may cross check User payment information with the information that you provided at registration for verification purposes. If User 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 User information. WeCounsel will obtain User consent before sharing any of User personal health records with personally identifiable information. However, if you ask us to transfer or forward User personal health records, that request shall constitute consent.

C. Provider Information

WeCounsel 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 WeCounsel to User Clients. WeCounsel will also make User information publicly available via User Provider profile or Provider search functionality so that potential Clients can find you on the Service. WeCounsel may disclose User information as required by law or reporting obligations, for example to licensing entities. WeCounsel may also disclose User information to verify any credentials you supply.

As WeCounsel develops our business, WeCounsel 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. WeCounsel may also transfer or assign such information in the course of corporate divestitures, mergers, or dissolution.

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

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

Except as otherwise described in this Privacy Policy, WeCounsel will not disclose personal information to any third party unless required to do so by law or subpoena or if WeCounsel believes that such action is necessary to (a) conform to the law, comply with legal process served on us or our affiliates, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce WeCounsel’s Terms 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 WeCounsel, our Users or others.

D. Non-Personally Identifiable Information

WeCounsel may share non-personally identifiable information.

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

4. How WeCounsel Protects User Information

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

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

A. Introduction

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

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

B. Providers must have a mastery of the technological tools of online counseling. Encryption and Information Security

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

Backup Systems. All WeCounsel providers are encouraged to use

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

Passwords. Passwords must be changed regularly. All Providers are required to change their WeCounsel passwords monthly and are encouraged to change any passwords related to client records at least monthly. Passwords must be at minimum 8 characters long with both upper and lower case letters, at least 2 different numbers and 2 special characters. Any variation of the Provider's name, social security number, address, etc. must not be used. Providers are prohibited from storing their WeCounsel password on their computer.

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

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

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

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

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

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

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

D. Providers must ensure that their skills are current.

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

E. Providers must be prepared for client emergencies.

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

F. Providers must use appropriate Informed Consent.

Providers must ensure that all of their WeCounsel clients complete and sign an Informed Consent. This can be done electronically using an external digital signature service such as Right Signature, or it can be through a printed, signed and scanned document. Providers must keep encrypted digital copies of any documents submitted by clients and must provide a copy of the document in PDF format to the client. Microsoft Word documents are highly discouraged due to their ability to be easily altered and lack of universal compatibility. Right Signature is the preferred WeCounsel provider for legal, digitally signed documents. Providers are not required, but are encouraged to use the Right Signature service to ensure that clients are able to easily read and sign informed

consent documents. Regardless of method, an informed consent is absolutely necessary. The ultimate responsibility for informed consent compliance lies with the Provider. Minor children MUST have a parent or legal guardian sign an Informed Consent before ANY consultation or treatment can begin.

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

G. The Provider is the Owner of the Record.

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

H. Providers should be insured.

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

User Choices About User Information

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

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

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

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