

# MOODPRINTS LLC

## Client Terms and Telehealth Consent

*Version 1.0*

**Last Updated:** July 22, 2025

### 1. INTRODUCTION

**1.1 Agreement.** This **Client Terms and Telehealth Consent** (“**Agreement**”) is a binding contract between **MoodPrints LLC**, an Oregon benefit company (“**MoodPrints**,” “**we**,” “**our**,” or “**us**”), and the individual end-user of the MoodPrints mobile application (“**Client**,” “**you**,” or, if under 18, “**your Parent/Guardian**”). By tapping “**I Agree**” at the end of this form you acknowledge and agree that:

1. This single document combines (a) MoodPrints’ consumer Terms of Service and (b) the legally-required Informed Consent to Telehealth.
2. Your electronic signature is cryptographically hashed and UTC-time-stamped inside the app and applies to all “**HIPAA-Binding Documents**” listed in the appendix.
3. A PDF copy of the fully executed Agreement will be available in your in-app Profile tab.

**1.2 Services.** MoodPrints operates a proprietary, HIPAA-compliant software-as-a-service platform (the “**Platform**”) that helps licensed mental-health professionals (“**Clinicians**”) track, analyze, and communicate with their Clients. MOODPRINTS DOES NOT PROVIDE MEDICAL, COUNSELING, OR CRISIS SERVICES AND ASSUMES NO CLINICAL DUTY OF CARE; ALL TREATMENT DECISIONS REMAIN SOLELY WITH THE CLINICIAN. Subject to any plan limits in the Clinician’s Order Form, the Platform currently includes:

- **(a) Mood Tracking.** Daily self-reports plus optional biometric and usage imports.
- **(b) Pattern Discovery.** Automated analytics surfacing trends, triggers, and cycles.
- **(c) Mood Prediction Engine.** Advisory forecasts with confidence scores; not a standalone diagnostic or emergency tool.
- **(d) “Tip the Scale”.** Personalized evidence-based suggestions.
- **(e) Secure Messaging.** End-to-end encrypted text and file exchange; **no audio or video**.
- **(f) Session Note and Export Tools.** One-click PDF or JSON exports for EHR upload.
- **(g) Client Dashboard.** Mood Calendar, Mood Log, Chats, Profile.
- **(h) No Public API.** The Platform does not expose programmatic interfaces to Clients; any future API access will require a written amendment to this Agreement.

**1.3 Service Limitations.** The Platform is subject to the following limitations, which you expressly accept:

1. **Asynchronous-only communication.** No real-time video, voice, or AI coaching features exist.

2. **Clinician link required.** If you remain unattached to a Clinician for five (5) consecutive days, your account switches to Paused (read-only) status; you can view data but cannot create new mood entries or receive new recommendations until you link to a Clinician.
3. **Not an emergency service.** MoodPrints does not monitor messages in real time. For crises, call 911 immediately, contact your therapist, or dial 988 to reach the *Suicide and Crisis Lifeline*.
4. **Geographic scope.** You may use MoodPrints only while physically located in a U.S. state where your Clinician is licensed.
5. **Age policy.** Users under 18 require a parent or legal guardian co-signature; the guardian retains joint access until the user turns 18.
6. **Technology requirements.** Use a smartphone running a currently-supported OS, connect via a secure network, and keep device encryption and screen-lock enabled.

## 2. TELEHEALTH CONSENT

**2.1 Definition.** For purposes of this Agreement, “Telehealth” means the exchange of mental-health information through secure, asynchronous text messages and file attachments inside the MoodPrints app; it excludes audio or video communication.

**2.1 Acknowledgement and Rights.** By signing, you confirm that you understand and agree to the following points:

- I understand that my Personal Health Information (PHI) – limited to profile details, mood entries, images I upload, and encrypted chats with my Clinician – will be transmitted and stored electronically.
- I may opt out of MoodPrints at any time. Opt-out does not affect my right to future in-person or telehealth care with my Clinician.
- Electronic communication carries privacy risks (e.g., interception, technical failure). MoodPrints mitigates these risks with TLS 1.3 encryption, AES-256 storage, and tamper-evident logs, but absolute security cannot be guaranteed.
- Messaging via MoodPrints is **not** for emergencies or crisis situations. If I am in danger or considering self-harm, I will call 911 or go to the nearest emergency department.
- Telehealth may limit a Clinician’s ability to fully assess me; I agree to follow any recommendation for in-person follow-up.
- My Clinician must be licensed in the U.S. state where I am located. MoodPrints may ask me to confirm my current state at sign-in.
- I may request access to, or deletion of, my PHI as described in the HIPAA Notice of Privacy Practices (NOPP).

## 3. KEY DEFINITIONS

- **“App / Services”** – The modules listed in PSA § 1.1: Mood Tracking, Pattern Discovery, Mood Prediction, “Tip the Scale,” and Secure Messaging .
- **“Clinician”** – The licensed mental-health professional to whom your account is linked.

- **“Paused Account”** – Read-only status that activates if you remain unattached to a Clinician for  $\geq$  5 days; you may view past data but cannot add new mood entries or receive new recommendations.
- **“PHI”** – Individually identifiable health information you submit or create in the app (profile, mood data, images, chats).
- **“Telehealth”** – Asynchronous secure messaging delivered through the MoodPrints app; excludes audio or video communication.

## 4. DATA PRIVACY, HIPAA, AND SECURITY

**4.1 HIPAA Status.** MoodPrints is a Business Associate under the HIPAA Privacy, Security and Breach-Notification Rules; your Clinician is the Covered Entity. All PHI you create in the App is handled under the Business Associate Agreement between MoodPrints and your Clinician .

**4.2 Information We Collect and Hold.** PHI (“Protected Health Information”) is any information that identifies you and relates to your mental or physical health. Inside MoodPrints it may include the following:

- (i) your name,
- (ii) your contact details, which are: date of birth, city, state, country, ZIP code,
- (iii) the name or identification number of your therapist,
- (iv) mood entries,
- (v) the mood-prediction graphs and pattern charts the platform creates from those entries,
- (v) chat messages; and,
- (vi) uploaded files or images.

**4.3 PHI Retention.** We use PHI only for: (i) Treatment: giving your Clinician secure access to entries and analytics; (ii) Payment: sending usage summaries to the Clinician (MoodPrints never bills insurance); and (iii) Health-care Operations: running, securing, and improving the Platform. PHI is stored for at least six (6) years; security-audit logs are kept for at least seven (7) years or longer if state law requires.

**4.4 MoodPrints Safeguards.** MoodPrints will maintain administrative, technical, and physical safeguards consistent with NIST SP 800-53 (moderate baseline), including: (i) transport encryption via TLS 1.3 (or successor), (ii) AES-256 encryption of all stored Client and Clinician data, (iii) logically-isolated databases in AWS, MongoDB, and Google Cloud, (iv) multi-factor authentication for privileged workforce accounts, (v) quarterly penetration testing, (vi) immutable, tamper-evident audit logging retained for at least seven (7) years, and (vii) disaster-recovery measures achieving a Recovery-Point Objective of twenty-four (24) hours and a Recovery-Time Objective of forty-eight (48) hours.

**4.5 Breach Notification.** If MoodPrints determines that a breach of unsecured protected health information (“PHI”) has occurred, MoodPrints will (a) notify the affected Client or Clinician (as Covered Entity) without unreasonable delay and in no event later than sixty (60) calendar days after discovery (b) cooperate in any required notifications to Clients and regulators, and (c) document the incident in accordance with 45 C.F.R. § 164.410.

**4.6 Your Rights.** You may exercise access, amendment, accounting, restriction, confidential-communication, or breach-notification rights by (a) using Profile ► Privacy Requests inside the App or (b) emailing [privacy@moodprints.app](mailto:privacy@moodprints.app) with the verification details listed in the Notice.

**5. FEES AND BILLING.** All subscription fees for using MoodPrints are managed by and sent to your Clinician via an in-app billing portal. Clients are not charged for the Service.

## **6. CLIENT RESPONSIBILITIES AND ACCEPTABLE USE**

You are responsible for maintaining the following rules, as part of our Acceptable Use Policy:

1. **Provide accurate information.** Keep your profile details up-to-date and accurate.
2. **Secure your device.** Use a vendor-supported OS, enable device encryption, and safeguard login credentials.
3. **Respectful conduct.** Do not upload unlawful, harassing, or copyrighted material you do not own.
4. **No emergency reliance.** MoodPrints is not monitored in real time; for crises, call 911 or 988.
5. **Follow the law.** Use the App only in compliance with applicable federal and state regulations governing mental-health care.

MoodPrints may suspend or terminate your account for violation of this Section.

## **7. ACCOUNTS FOR MINORS AND PARENTAL CONSENT**

**7.1 Eligibility.** Clients aged 13–17 may use MoodPrints only if a parent or legal guardian co-signs this Agreement during onboarding. Clients under 13 may not use the App.

**7.2 Guardian Rights and Duties.** The signing guardian:

- I. Receives joint access to the minor’s mood data and chats until the Client turns 18;
- II. May revoke consent at any time, triggering deletion or transition of the account; and
- III. Agrees to the same responsibilities and limitations set out in this Agreement.

**7.3 Automatic Transition at Age 18.** On the Client’s 18th birthday the account converts to an adult account; guardian access ends unless the now-adult Client re-authorizes it.

## **8. LIMITATIONS OF LIABILITY AND SERVICES**

**8.1 No Medical Advice.** MoodPrints is software only. The App does not diagnose, treat, or prevent any disease and should never replace professional judgment. All clinical decisions and emergency interventions are the sole responsibility of your Clinician.

**8.2 “No Warranties”.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE APP AND ALL RELATED SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” MOODPRINTS MAKES **NO WARRANTIES**, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED, ERROR-FREE, OR MEET ANY PARTICULAR OUTCOME.

**8.3 Limitation of Liability.** To the fullest extent allowed by law:

- I. MoodPrints’ total cumulative liability for any claim arising out of or relating to this Agreement will not exceed the greater of US \$1,000 or the the amount you paid to MoodPrints (if any) for the Services during the twelve (12) months immediately preceding the event giving rise to the claim.
- II. In no event will MoodPrints be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profits or lost data, even if advised such damages were possible.
- III. These limitations are fundamental elements of the agreement between you and MoodPrints and apply even if any limited remedy fails for its essential purpose.

**8.4 Jury-Trial Waiver.** EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

**9.1 Governing Law.** This Agreement is governed by the laws of the State of Oregon, excluding conflict-of-laws rules.

**9.2 Exclusive Venue.** The state courts located in Washington County, Oregon, and the United States District Court for the District of Oregon have exclusive jurisdiction. Each party irrevocably submits to, and waives objection to, those venues.

**9.3 Good-Faith Negotiation.** Before filing suit, a party shall give written notice of the dispute and senior representatives of both parties will confer in good faith for at least thirty (30) days to resolve the matter.

**9.4 Attorneys’ Fees.** The prevailing party in any action to enforce this Agreement is entitled to recover its reasonable attorneys’ fees and costs.

**9.5 Immediate Relief.** Nothing in this Section prevents either party from seeking injunctive or other equitable relief to prevent imminent harm to its confidential information or intellectual property.

## 10. NOTICES

**10.1 Written Notice.** Except as otherwise specified, all notices under this Agreement must be in writing and delivered by (a) personal delivery, (b) nationally-recognized overnight courier, or (c) email as set forth below.

### 10.2 MoodPrints Addresses.

- (a) Operational or billing notices: [support@moodprints.app](mailto:support@moodprints.app),
- (b) Notices involving PHI or other Confidential Information: [privacy@moodprints.app](mailto:privacy@moodprints.app),
- (c) Employment-related notices: [ethics@moodprints.app](mailto:ethics@moodprints.app),
- (d) Physical address: 8775 NE Wilkins St, Apt 312, Hillsboro, OR 97006

**10.3 Effectiveness.** Notices are deemed received: on delivery if by hand; on the delivery date shown in courier records; or on the date the receiving mail server logs delivery of an email (absent bounce-back).

## 11. MISCELLANEOUS

**11.1 Force Majeure.** Neither party is liable for delay or failure due to causes beyond its reasonable control, including acts of God, war, terrorism, labour disputes, or internet-service failures.

**11.2 Entire Agreement; Order of Precedence.** This Agreement and the MoodPrints Notice of Privacy Practices (“NOPP”) constitute the entire agreement between you and MoodPrints for telehealth services. The MoodPrints Terms of Service (“TOS”) and Privacy Policy are separate agreements incorporated by reference. In the event of any conflict among these documents: (i) this Consent controls for telehealth consent and Client-specific obligations; (ii) the NOPP controls for HIPAA-covered PHI and privacy disclosures; (iii) the TOS controls for general service usage and conduct; and (iv) the Privacy Policy controls for non-PHI personal data and consumer privacy matters.

**11.3 Amendment; Waiver.** Any amendment must be in writing and signed (including electronic signature) by both parties. Waiver of a breach is not waiver of any other breach.

**11.4 Severability.** If any provision is held unenforceable, the remaining provisions remain in full force and are construed to effect the parties’ intent.

**11.5 Execution by Reference.** This Agreement is incorporated into, and deemed executed concurrently with, the MoodPrints Unified Agreement. The electronic mark affixed on the “**Signature Page**” – the in-app page on which a signatory applies a single electronic signature to all listed documents and which the Platform records with secure hash, timestamp, user ID and IP address – constitutes each Party’s signature to this BAA for all purposes under the federal E-SIGN Act and applicable state e-signature laws. Electronic copies and counterparts are deemed originals.

## EXHIBITS AND LINKED DOCUMENTS (Incorporated By Reference)

- **Exhibit A. Notice of Privacy Practices**
- **Exhibit B. Privacy Policy**
- **Exhibit C. General Terms of Service**