

MOODPRINTS LLC

HIPAA Notice of Privacy Practices

Version 1.0

Last Updated: July 22, 2025

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO IT. PLEASE READ IT CAREFULLY.

The terms in this Notice of Privacy Practices (“**Notice**”) apply to MoodPrints LLC (“**MoodPrints**,” “**we**,” “**our**,” “**us**”), our workforce, and the independent service providers who help us operate the MoodPrints platform. MoodPrints is not a health-care provider; it is a secure, cloud-based tool chosen by licensed therapists to store mood logs, messages, and related analytics. Because we handle protected health information (“**PHI**”) on a therapist’s behalf, we must follow the federal Health Insurance Portability and Accountability Act (“**HIPAA**”) and give you this Notice.

1. OUR DUTIES AND COMMITMENT. We are legally required to keep your PHI private, to give you this Notice, to follow the terms of the Notice while it is in effect, and to tell you if the privacy of your unsecured PHI is ever breached. Safeguarding client data is also part of MoodPrints’ public-benefit mission; by protecting privacy and turning your entries into clear insights, we aim to help improve our users’ emotional well-being. We keep PHI for at least six years and our security-audit logs for seven years, or longer when state law requires it. If we change any privacy practice described here, we will post an updated Notice in the app and at www.moodprints.app/hipaa-notice at least thirty days before the change takes effect. You may request a paper copy of the current Notice at any time by writing to the Data Privacy Officer listed in Section 9. State laws may give additional privacy protection to certain mental-health and genetic records, and as such, we shall also comply with those laws.

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.

You remain the owner of all PHI. MoodPrints owns only data that have been fully de-identified so they cannot be traced back to you.

3. HOW WE USE AND DISCLOSE PHI WITHOUT AUTHORIZATION.

3.1. TREATMENT. We provide your therapist with secure access to your entries, graphs, and predictions so they can plan or adjust your care – for example, scheduling an extra session when moods are low or sending coaching messages through the app.

3.2. PAYMENT. MoodPrints does not bill insurance. Your therapist may review usage data to manage the service plan or fee arrangement you have agreed to. We may send the therapist summaries that help them prepare invoices, but we do not set or collect therapy fees.

3.3. HEALTHCARE OPERATIONS. We run, secure, and improve the platform. That work can include backing up data, monitoring system performance, investigating security alerts, conducting internal audits, training our staff, and performing quality-improvement studies that use only de-identified information.

3.4. BUSINESS ASSOCIATES. Certain technology services are performed by outside companies. Each partner must protect PHI as carefully as we do, and we review each vendor's security controls at least once every twelve (12) months. To operate MoodPrints, we share PHI under strict contracts called *Business-Associate Agreements*, with **Amazon Web Services** (cloud hosting and database), **Google Cloud** (database), and **Mailgun** (email verification, notifications, and policy updates).

3.5. INDIVIDUALS INVOLVED IN YOUR CARE. If you allow it, or if you face an emergency and are unable to agree, we may share limited PHI with a family member or friend who is helping with your care or payment. When disaster-relief agencies are trying to locate loved ones, we may give them limited information to assist.

3.6. APPOINTMENTS AND SERVICE MESSAGES. We may contact you through in-app notifications, email, or SMS for authentication, security, or service purposes, like sending password resets, or delivering service messages. You can request, in writing, to the Data Privacy Officer, for us to use a different address or method, and we will honor reasonable requests.

4. OTHER USES AND DISCLOSURES PERMITTED OR REQUIRED BY LAW. We may use or disclose PHI without your authorization when the law requires it or allows it. These situations include the following:

- (a) public-health reporting,
- (b) health-oversight inspections,
- (c) court orders or subpoenas,
- (e) certain law-enforcement requests,
- (f) organ and tissue-donation activities,
- (g) workers' compensation matter; and,
- (h) efforts to prevent a serious threat to health or safety.

If stricter state rules apply, we will follow them.

5. USES REQUIRING YOUR WRITTEN AUTHORIZATION.

Except for the routine uses in Sections 2–4, we will not use or share your PHI unless you sign a separate, written authorization. That signed form must spell out exactly what information may be released and for what purpose.

5.1 PSYCHOTHERAPY NOTES. If your therapist keeps separate psychotherapy notes, those notes will not be shared with MoodPrints and will never be disclosed by us unless the authorization specifically covers them or the disclosure is otherwise permitted by law.

5.2 GENETIC INFORMATION. We do not collect genetic data. Should such data ever be uploaded, we will use or disclose it for treatment, payment, or operations only if your written authorization expressly permits it or the disclosure is otherwise allowed by law.

5.3 MARKETING AND FUNDRAISING. MoodPrints does not sell or lease PHI and will market only if you have authorized it, and only after all identifiers have been removed. We will use PHI for marketing, promotional emails, or fundraising only if you sign an authorization that names the exact purpose. You have the right to opt out of any further fundraising contacts at any time by notifying the DPO.

5.4 SALE OF PHI. We will never receive direct or indirect payment for your PHI without first obtaining your written authorization, unless the transaction falls within a narrow HIPAA exception (for example, a public-health report or a research fee that merely covers our cost to prepare the data).

5.5 REVOCATION. You may revoke any authorization at any time by writing to the Data Privacy Officer. Revocation does not affect uses or disclosures already made in reliance on the authorization.

6. YOUR RIGHTS REGARDING YOUR PHI.

You may exercise any of the rights below by (a) submitting a request through the HIPAA settings in the app, or (b) emailing privacy@moodprints.app with your full name, date of birth, and either your phone number *or* ZIP code so we can verify identity. Written requests may also be mailed to the address in Section 9.

6.1 INSPECT AND COPY. You may review or obtain a copy of your PHI. Electronic copies are provided as password-protected, AES-128-encrypted ZIP files. We respond within thirty (30) days and may extend once for another thirty (30) days. The first copy each year is free; additional copies may cost up to \$25 each.

6.2 REQUEST AN AMENDMENT. If you believe information is inaccurate or incomplete, you may ask us to amend it. We will answer within thirty (30) days. If we deny your request, we will tell you why and explain how you may add a statement of disagreement to the record.

6.3 ACCOUNTING OF DISCLOSURES. You may obtain a list of certain disclosures we made in the six years before your request. The first list in any twelve-month period is free; each additional list may carry a reasonable fee.

6.4 REQUEST RESTRICTIONS. You may ask us not to share specific information. Except for services you pay for in full and out-of-pocket, we are not required to agree, but we will consider every request. If you do pay in full out-of-pocket, you may require us not to disclose that item or service to a health plan, and we must honor the request unless another law requires disclosure.

6.5 CONFIDENTIAL COMMUNICATIONS. You may direct us to contact you at a different address, email, or phone number, and we will honor reasonable instructions.

6.6 NOTICE OF BREACH. We will notify you without unreasonable delay and no later than sixty (60) calendar days, if a breach compromises your unsecured PHI, explaining what happened, what was affected, and how you may protect yourself.

6.7 PAPER COPY OF THIS NOTICE. You may request a paper copy of this Notice at any time, even if you agreed to receive it electronically.

6.8 FILE A COMPLAINT. If you believe your privacy rights have been violated, you may complain to us or to the U.S. Department of Health and Human Services, Office for Civil Rights. We will not retaliate against you for filing a complaint.

7. HOW TO USE YOUR RIGHTS. All requests and complaints should clearly state which right you wish to exercise and include the verification information noted above. We will act on complete, verifiable requests promptly and always within the time limits set by HIPAA.

8. EMERGENCY AND CRISIS SITUATIONS. MoodPrints is not an emergency service and does not monitor your entries in real time. If you believe you or someone else is in danger, call 911 immediately, contact your therapist, or dial 988 to reach the Suicide and Crisis Lifeline. MoodPrints does not assume clinical responsibility for emergency intervention.

9. CONTACT INFORMATION. If you believe your privacy rights have been violated in any way, you can file a complaint in writing with the Data Privacy Officer (DPO) using the information below.

Data Privacy Officer
PUT NAME AND TITLE HERE
privacy@moodprints.app
PUT ADDRESS HERE
PUT PHONE NUMBER HERE

You may also file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at the below address. MoodPrints will not retaliate against you for filing a complaint.

Office for Civil Rights
U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
Toll-free: (800) 368-1019
TDD toll-free: (800) 537-7697

10. EXECUTION BY REFERENCE. This Notice 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 Notice for all purposes under the federal E-SIGN Act and applicable state e-signature laws. Electronic copies and counterparts are deemed originals.