

## **BETTERMYND PLATFORM TERMS OF SERVICE**

**PLEASE READ THE AGREEMENT BELOW AND INDICATE YOUR ACCEPTANCE BY CLICKING THE "ACCEPT" CHECKBOX. BY CLICKING THE "ACCEPT" CHECKBOX, YOU ARE INDICATING THAT YOU AGREE TO BE BOUND BY ALL OF THE PROVISIONS IN THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE THE BETTERMYND PLATFORM OR ANY ASSOCIATED SERVICES.**

**Scope.** The BetterMynd Terms of Service consist of the Terms of Service and the Privacy Policy. The Terms of Service constitutes an agreement between you and BetterMynd, Inc. that allows you to make use of the BetterMynd website located at [www.bettermynd.com](http://www.bettermynd.com) (the “**Site**”) and the relevant services associated with the Site (collectively, the “**Platform**”) so long as you comply with the requirements of the Terms of Service. The Platform is owned and operated by BetterMynd, Inc., a Delaware corporation with offices located at 200 Seneca Street, Suite 2400, Buffalo, NY 14203 (“**BetterMynd**” or “**We**” or “**Us**”).

**Applicability.** The Platform is intended to make mental health care more accessible for college students (“**Students**”) by facilitating connections and scheduling with qualified mental health care providers (“**Counselors**”). Most of the provisions of these Terms of Service are generally applicable to all users of the Site and/or the Platform, including without limitation Students and Counselors (collectively, “**End Users**”), but some of the provisions are intended to apply only to (i) Students using the Platform to schedule for, and arrange to obtain, mental health care services; and (ii) Counselors using the Platform to arrange for the provision of mental health care services (hereinafter, “**Counseling Services**”) to Students.

**Special Terms and Conditions.** Because Students and Counselors will use the Platform differently, in addition to these Terms of Service, there are separate Special Terms and Conditions that apply to use of the Platform by Students (“**Special Terms and Conditions for Students**”) and by Counselors (“**Special Terms and Conditions for Counselors**”). In each case, the Special Terms and Conditions are incorporated by reference into these Terms of Service, and made a part hereof.

### **GENERALLY APPLICABLE TERMS AND CONDITIONS**

#### **1. ELIGIBILITY FOR USE**

To use the Platform, you must be at least 18 years of age. We do not intentionally make its services available for use by persons under 18. Although the Site is readily accessible to the public, use of the Platform by Students or Counselors requires registration (and in the case of Counselors only, certain additional information must be furnished concerning location, licensing and professional qualifications).

#### **2. ACCOUNT REGISTRATION**

To access the Platform, you must first register to establish an individual user account (“**Account**”), by providing certain information. You agree that you will not create more than one Account, or create an account for anyone other than yourself without first receiving permission from the other person. In exchange for your use of the Platform and, if applicable, in order for users to send notices and other information to you, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by our Account registration form; and (ii) each time you log on, maintain and promptly update such Account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such Account information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your Account and refuse any and all current or future use of the Service.

#### **3. ACCESS CONTROLS**

Access to the Platform is enabled only by usernames and passwords. You should maintain your username and password in strict confidence. In no event should you share your username or password with any third party or allow another person to access the Platform using your username and password. Please notify us if you have any reason to believe that your username or password has been lost or compromised or misused in any way. You are fully and solely responsible for any and all use of the Platform using your username and password. We reserve the right to suspend your use of the Platform, or revoke or deactivate your username and password at any time.

#### **4. END USER CONTENT**

You are fully responsible for any information, data, photographs, images or other Content uploaded or posted using the BetterMynd Platform (collectively, “**End User Content**”), and assume any and all risks associated with sharing such information online. By uploading, posting or otherwise making available any End User Content, you represent that you own or have the right to publish such End User Content; and (ii) you grant to BetterMynd a non-exclusive, royalty-free license in perpetuity to use, copy and distribute such End User Content, consistent with applicable law.

#### **5. INTELLECTUAL PROPERTY**

**Ownership.** All of the content available on or through the Service (except for the End User Content) is the property of BetterMynd or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law (collectively, “**BetterMynd Content**”).

We give you permission to display, download, store and print the content only for your personal, non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Service to anyone, including but not limited to others in your organization. All software and accompanying documentation made available for download from the Service is the copyrighted work of BetterMynd or its licensors. Any copy made of information obtained through the Service must include all applicable copyright notices.

**Marks.** All BetterMynd trade and service names and logos (collectively, the “**Marks**”) are trademarks of BetterMynd Inc. All other brands and names are the property of their respective owners. Nothing contained in the Service should be construed as granting any license or right to use any trademark displayed on this site without the express written permission of BetterMynd or such third-party that may own the trademark.

**Limited License for Use of Platform.** Subject to the provisions of these Terms of Service, BetterMynd hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the software, network facilities, content and documentation on and in the BetterMynd Platform to the extent, and only to the extent, necessary to access and use the Platform and any associated services.

**License Restrictions.** The license granted herein does not permit you, and you agree not to: (a) modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service or allow a third party, whether directly or indirectly (including, but not limited to the direct or indirect use of wizards, agents, bots, or other utilities), to modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Platform; or (b) transfer, distribute, sell, lease, rent, disclose or provide access to the Platform to any third party or use the Service to provide service bureau, time sharing or other services to third parties.

#### **6. DISCLAIMERS**

**NO MEDICAL ADVICE BY BETTERMYND.** YOU ACKNOWLEDGE AND AGREE THAT NEITHER THE BETTERMYND CONTENT NOR ANY OTHER CONTENT ON THE PLATFORM OR OTHERWISE MADE AVAILABLE TO YOU BY MEANS OF THE BETTERMYND PLATFORM SHOULD BE CONSIDERED MEDICAL ADVICE. NONE OF THE CONTENT ON THE SITE OR OTHERWISE MADE AVAILABLE TO YOU BY MEANS OF THE BETTERMYND PLATFORM CONSTITUTES ANY REPRESENTATION OR WARRANTY BY BETTERMYND THAT ANY PARTICULAR MEDICATION OR TREATMENT IS SAFE, APPROPRIATE, OR EFFECTIVE FOR USERS; AND BETTERMYND DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PROVIDERS, MEDICATIONS, PRODUCTS OR PROCEDURES FOR USE BY ANY PERSON

**COUNSELORS AND THEIR RECOMMENDATIONS ARE INDEPENDENT.** ALL COUNSELORS ARE INDEPENDENT OF BETTERMYND AND ARE MERELY USING THE PLATFORM AS A WAY TO COMMUNICATE WITH THEIR CLIENTS AND PROSPECTIVE CLIENTS. ANY INFORMATION OR ADVICE SUPPLIED BY OR RECEIVED FROM A COUNSELOR COMES FROM THAT COUNSELOR ALONE, AND NOT FROM BETTERMYND. NEITHER BETTERMYND NOR ANY OF ITS LICENSORS OR SUPPLIERS OR ANY THIRD PARTIES WHO PROMOTE THE PLATFORM (INCLUDING WITHOUT LIMITATION, ANY COLLEGES OR UNIVERSITIES) OR PROVIDE YOU WITH A LINK TO THE SERVICE SHALL BE LIABLE FOR ANY PROFESSIONAL ADVICE PROVIDED BY ANY COUNSELOR VIA THE PLATFORM NOR FOR ANY INFORMATION OBTAINED ON THE SITE. BETTERMYND DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PROVIDERS, MEDICATIONS, PRODUCTS OR PROCEDURES. YOU ACKNOWLEDGE THAT YOUR RELIANCE ON ANY INFORMATION PROVIDED BY THE PLATFORM IS SOLELY AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. BETTERMYND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE TRAINING OR SKILL OF ANY COUNSELORS WHO PROVIDE SERVICES VIA THE SERVICE.

## **7. ACCEPTABLE USE OF PLATFORM**

You agree that you will not access or use the Platform in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes these Terms of Service. You will not post, use, store or transmit (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You will not attempt to disrupt the operation of the Platform by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You will not use the Platform in any manner that could damage, disable or impair any service associated with it. You will not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You will not use any robot, scraper or other means to access the Platform for any purpose.

## **8. CHANGES TO THE AGREEMENT**

We may, in our sole discretion, from time to time, and without prior notice, modify or amend these Terms of Service. It is your responsibility to review these terms and conditions each time you use this website. Your continued use of the Platform constitutes your acceptance of any changed terms and conditions; if you do not agree with any changed terms and conditions, you must cease your use of the Platform immediately.

## **9. CHANGES TO THE PLATFORM**

We reserve the right to change, suspend, or discontinue all or any part of the Platform, temporarily or permanently, without prior notice. We also reserve the right to delete or change any username or password at any time, for any legal reason.

## **10. LINKED THIRD-PARTY SITES**

Areas of the Platform may contain links to other websites operated by unrelated third parties.

Please note that when you click on any of these links, you are entering another website over which we have no responsibility or control. Our inclusion of any link on the Platform does not imply affiliation, endorsement or adoption by us of the linked site or any medical or other information contained therein. We encourage you to read the terms and conditions, data-gathering practices and privacy policies of all linked sites, as they may materially differ from ours. You agree that we shall not be responsible for any loss or damage of any sort incurred as a result of any such links or as the result of the presence of such third party links on this site. It is

up to you to take precautions to ensure that whatever linked material you select is free of items such as viruses, worms, Trojan horses and other destructive items.

## **11. TERM AND TERMINATION**

The Agreement formed by your acceptance of these Terms of Service commences upon such acceptance, and continues in force for the entire time you make use of the Platform, until that use ceases or is terminated by either Party. We may in our sole discretion temporarily suspend or terminate your access to the Platform at any time, for any legal reason. BetterMynd may in its discretion refuse to provide, or continue to provide, access to the Platform to any person, entity or organization at any time, for any legal reason.

## **12. INDEMNIFICATION**

Without limiting the generality or effect of other provisions of this Agreement, as a condition of use, you agree to indemnify, hold harmless, and defend BetterMynd and its parents, subsidiaries, affiliates, licensors, suppliers and their officers, directors, affiliates, subcontractors, agents and employees (collectively, "**Indemnified Parties**" and each, individually, an "**Indemnified Party**") against all costs, expenses, liabilities and damages (including reasonable attorneys' and expert witness' fees) incurred by any Indemnified Party in connection with any third party claims arising out of: (i) your failure to comply with any applicable laws and regulations; and (ii) your breach of any of your obligations set forth in this Agreement. You agree that you will not settle any third-party claim affecting the Indemnified Parties (or any of them) without the prior written consent of such Indemnified Party or Parties.

## **13. RELEASE AND WAIVER**

You hereby release and hold BetterMynd, its licensors, suppliers and providers and any third party who promotes the Platform or provides you with a link to the Platform harmless from any and all claims, demands, and damages of every kind and nature (including, without limitation, actual, special, incidental and consequential), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your use of the Platform. To the full extent permissible under applicable law, you waive the provisions of any state or local law limiting or prohibiting a general release.

## **14. EXCLUSIVE REMEDY**

In the event of any problem with the Platform or any of its content, you agree that your sole remedy is to cease using the Platform. In no circumstances shall BetterMynd, any BetterMynd licensor or supplier, or any third party who promotes the Platform or provides you with a link to the Platform be liable in any way for your use of the Platform or any of its content, including, but not limited to, any errors or omissions in any such content, any infringement by any content of the intellectual property rights or other rights of third parties, or for any loss or damage of any kind incurred as a result of the use of any content.

## **15. WAIVER OF RIGHT TO SUE**

YOU AGREE THAT ANY DISPUTES BETWEEN YOU AND BETTERMYND WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, AND RESOLVED BY BINDING ARBITRATION IN THE STATE OF DELAWARE. YOU AGREE TO WAIVE YOUR RIGHT TO LITIGATE DISPUTES WITH BETTERMYND IN COURT, EXCEPT AS OTHERWISE PROHIBITED BY APPLICABLE LAW, AND AGREE TO ABIDE BY THE DETERMINATION MADE BY A NEUTRAL ARBITRATOR PURSUANT TO SUCH ARBITRATION.

## **16. NO WARRANTY**

Access to the Platform and the information contained therein is provided "as is" and "as available" without any warranty of any kind, express or implied. To the fullest extent permissible pursuant to applicable law, BetterMynd disclaims all warranties of any kind, either express or

implied, including but not limited to any implied warranties of title, merchantability, or fitness for a particular purpose or non-infringement. Without limiting the foregoing, we do not warrant that access to the Platform will be uninterrupted or error-free, or that defects, if any, will be corrected; nor do we make any representations about the accuracy, reliability, currency, quality, completeness, usefulness, performance, security, legality or suitability of the service or any of the information contained therein. You expressly agree that your use of the Platform and your reliance upon any of its contents is at your sole risk.

You shall be solely and fully responsible for any damage to the service or any computer system, any loss of data, or any improper use or disclosure of information on the service caused by you or any person using your username or password. BetterMynd cannot and does not assume any responsibility for any loss, damages or liabilities arising from the failure of any telecommunications infrastructure, or the internet or for your misuse of any protected health information, advice, ideas, information, instructions or guidelines accessed through the service.

## **17. LIMITATION OF LIABILITY**

**No Medical Advice or Recommendations.** You acknowledge and agree that BetterMynd is not engaged in the practice of medicine and that we are not offering any medical or health-related advice or recommendation to any person. BetterMynd, its licensors, suppliers and all third parties who promote the Platform or provide you with a link to the Platform expressly disclaim any and all liability resulting from the delivery of healthcare or health-related advice or recommendations to you by means of the Platform, including, but not limited to, liability for professional or medical malpractice.

**Exclusion of Certain Types of Damages.** In no circumstances shall BetterMynd, its licensors or suppliers or any third party who promotes the Platform or provides you with a link to the service, be liable for any punitive, exemplary, consequential, incidental, indirect or special damages (including, without limitation, any personal injury, lost profits, business interruption, loss of programs or other data on your computer or otherwise) arising from or in connection with your use of the Platform, whether under a theory of breach of contract, negligence, strict liability, malpractice or otherwise, even if we or they have been advised in advance of the possibility of such damages.

## **18. OPERATION OF THE PLATFORM; RECORD RETENTION**

We reserve complete and sole discretion with respect to the operation of the Platform. Subject to applicable law, we reserve the right to maintain, delete or destroy all communications and materials posted or uploaded to the Platform without prior notice pursuant to our internal record retention and/or destruction policies.

## **19. NOTICES**

You agree that we may send to you in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the Platform or related services (collectively, "**Notices**"). We can send you electronic Notices (1) to the e-mail address that you provided to us during registration, or (2) by posting the Notice on the Platform or otherwise through our site. The delivery of any Notice from us is effective when sent by us, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery.

You can withdraw your consent to receive Notices electronically by canceling or discontinuing your use of the Platform.

## **20. INTERNATIONAL USE**

The Platform is designed for and intended only for users in the United States. We make no representation that the information and services provided on the Platform are applicable to, appropriate for, or available to users in locations outside the United States. Accessing the Platform from territories where the content is illegal is prohibited. If you choose to access the

Platform from a location outside the U.S., you do so on your own initiative and you are responsible for compliance with local laws.

## **21. COPYRIGHT ACT**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the Platform or the Site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Web site, currently located at <http://www.loc.gov/copyright>.

## **22. NO EMERGENCY USE**

IMPORTANT INFORMATION ABOUT YOUR USE OF THE PLATFORM AND SITE: DO NOT USE THE PLATFORM OR THE SITE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY. THIS WEBSITE, AND THE SERVICE, ARE BASED IN AND INTENDED FOR USE IN THE UNITED STATES OF AMERICA ONLY; JURISDICTIONS OUTSIDE THE UNITED STATES MAY NOT EMPLOY 911 FOR EMERGENCY DISPATCH. BETTERMYND DOES NOT PURPORT TO PROVIDE ANY GUIDANCE FOR PROCEDURES TO BE USED IN CASE OF EMERGENCIES OUTSIDE THE UNITED STATES.

## **23. MISCELLANEOUS PROVISIONS**

**Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Delaware without regard to its rules on conflicts or choice of law. You hereby consent to the exclusive jurisdiction of the courts of the State of Delaware for the resolution of any dispute based upon or relating to this Agreement.

**Entire Agreement.** This Agreement constitutes the sole Agreement between you and BetterMynd relating to your use and our provision of the Service and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either you or BetterMynd.

**Severability.** Any of the terms of this Agreement which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of the Agreement as a whole.

**Waiver.** Failure to insist on performance of any of the terms of the Agreement will not operate as a waiver of any subsequent default. No waiver by BetterMynd of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

**Assignment.** You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. Except as otherwise specifically.

**Electronic Facsimiles.** A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **BETTERMIND PRIVACY POLICY**

## **24. OVERVIEW**

BetterMynd operates the Site and provides the Platform. We are committed to ensuring that your personal information shared over our Site and/or Platform is protected and kept confidential. By accepting BetterMynd's Terms of Service or providing information to us via our Site or Platform, you consent to the use and disclosure of personally identifiable information as outlined in this Privacy Policy. Please note that the use and disclosure of such information is also subject to the practices of the Counselors using the Platform.

## **25. SECURITY OF PERSONAL INFORMATION**

We take your privacy and the security of your personal information seriously. Your personal information will be stored in a secure manner. We have implemented a variety of commercially standard encryption and security technologies and procedures to protect your personal information which is stored in our computer systems from unauthorized access. We also maintain standard physical and electronic procedural safeguards that limit access to your personal information to our employees (or people working on our behalf and under confidentiality agreements) who, through the course of standard business activities, need to access your personal information.

## **26. COLLECTION AND USE OF PERSONAL INFORMATION**

Personal information or protected health information is information that includes, but is not limited to, identifying data such as name, college, college identification number, social security number, address, contact information, as well as information about personal health issues submitted through the Services. This is the information we aim to protect.

We will only collect information that is voluntarily submitted. We know that privacy is of the utmost importance. We vigorously believe in keeping confidential any and all personally identifiable information that identifies an individual user whether or not it relates to an individual's past, present, or future physical or mental health condition.

As a Business Associate of health care providers that are Covered Entities under the federal health care privacy and security rules (HIPAA and HITECH), we maintain protected health information (PHI) in compliance with these rules and our contractual obligations with health care providers. Currently our main focus is providing a platform to allow individuals to receive telehealth Services from various behavioral health providers. We collect information solely for the purposes of providing the Platform and associated services, marketing and promoting the Platform and such services to you, as well as for market research data.

We assume you are giving consent to this information collection and use, but we also give you the opportunity to "opt out" of receiving direct marketing or market research information by emailing us at [students@bettermynd.com](mailto:students@bettermynd.com).

We maintain web logs to record data about all visitors who use the Site and interact with the Platform and we will store this information. These logs may contain IP address information, types of operating system you use, the date and time you visited the site, and information about the type of device you use to connect to the Site, the Platform and related services.

All Web logs are stored securely and are accessible to a very limited number of employees and contractors, who have to adhere to strict guidelines regarding user data security and privacy.

## **27. NON-PERSONAL IDENTIFICATION/COOKIES TECHNOLOGY**

We use cookie technology in the aggregate as opposed to using any personally identifiable information, to understand how our users collectively use our Site and Platform. This helps us continually improve our services. Most web browsers are set to accept cookies, but if you prefer not to receive cookies you can set your browser to warn you or refuse cookies all together by turning them off in your browser.

We may also use non-personal information to analyze data into useful information. This process

of data mining is done in the aggregate, is non-personal, and allows Company to find correlations and patterns in the data.

## **28. SAFEGUARDS EMPLOYED**

We use account information in a password-protected environment as a security measure to protect your data. We use administrative, physical and technical safeguards to protect data. We maintain a high level of data protection via safeguards such as data backup, audit controls, access controls, and some data encryption. The Site and the Platform use industry standard SSL encryption to enhance security of electronic data transmissions. In addition, we urge you to take precautionary measures in maintaining the integrity of your data. Please be responsible in making sure no one can see or has access to your personal account and log-in/password information. If you use a public computer, *e.g.*, at a library or a university, always remember to log out of the Site or Platform.

If you use our Site or Platform through a public computer network or through an internet café, library or other potentially non-secure internet connection, such use is at your own risk. It is your responsibility to check beforehand on such other site's privacy and security policy with respect to Internet use.

We are not responsible for your handling, sharing, re-sharing and/or distribution of users' personal health information. Moreover, if you forward personal health information electronically to another person on or off the Site or Platform, we are not responsible for any harm or other consequences from third-party use or re-sharing of your information.

## **29. SELF REVIEW OF DATA AND ABILITY TO DELETE YOUR ACCOUNT INFORMATION**

You may request to delete any personal information and to de-authorize the collection of personal information in the future by sending us an email at [students@bettermynd.com](mailto:students@bettermynd.com).

## **30. THIRD PARTY SITES/TRUSTED RELATIONSHIPS**

As noted above, BetterMynd is a Business Associate of health care providers under HIPAA and we share information with health care providers who provide services to individuals, and they share information with us, for purposes related to treatment, payment and health care operations, and otherwise as agreed or authorized by users.

Our Site and Platform may contain links to other websites maintained by unrelated third parties. We do not share your personally identifiable information with those websites (unless you specifically authorize such sharing) and are not responsible for their privacy procedures. We seek to work with trusted partners and organizations that will adhere to similar privacy and ethical standards. However, we encourage you to learn their particular privacy policies.

We disclose personally identifiable information about you as required or permitted by law, including complying with legal process (for example, we may disclose your information as necessary to comply with an authorized civil, criminal or regulatory investigation). We fully cooperate with law enforcement agencies in identifying those who use our services for illegal activities and may, in our sole discretion, disclose personal information or other information to satisfy any law, regulation, subpoena, or government request. We reserve the right to release personal information or other information about users who we believe are engaged in illegal activities or are otherwise in violation of our Terms of Service, even without a subpoena, warrant or court order, if we believe, in our sole discretion, that such disclosure is necessary or appropriate to operate our web site or to protect our rights or property, or that of our affiliates, or our officers, directors, employees, agents, third-party content providers, suppliers, sponsors, or licensors. We also reserve the right to report to law enforcement agencies any activities we reasonably believe in our sole discretion to be unlawful. If we are legally compelled to disclose information about you to a third party, we will attempt to notify you by sending an email to the



email address in our records unless doing so would violate the law or unless you have not provided your email address to us.

### **31. CHANGES TO THIS PRIVACY POLICY**

We may amend our Privacy Policy in the future. In the event changes are made, we will be sure to post changes at the Site and at other places we deem appropriate.

### **32. QUESTIONS OR SUGGESTIONS**

If you have any questions or suggestions on ways we can improve our Privacy Policy with respect to personal information, please email us at [students@bettermynd.com](mailto:students@bettermynd.com).

### **SPECIAL TERMS AND CONDITIONS FOR STUDENTS**

The following Special Terms and Conditions are a legally-binding part of the BetterMynd Terms of Service but apply only to Students. Capitalized Terms that are not otherwise defined herein shall have the meanings ascribed to them in the BetterMynd Terms of Service.

#### **33. ACKNOWLEDGEMENT BY STUDENT**

By accepting these Special Terms and Conditions, you acknowledge that you understand and agree with the following:

1. The laws that protect privacy and the confidentiality of medical information also apply to telemedicine;
2. Telemedicine may involve electronic communication of certain parts of my personal medical information to medical practitioners who may be located in other areas, including out of state.
3. My healthcare information may be shared with other individuals for treatment, payment and healthcare operations purposes. Psychotherapy notes are maintained by clinicians but are not shared with others.
4. Without the my consent, my healthcare information may need to be shared in the following circumstances: (i) if a valid court order is issued for Student's medical records; (ii) to report suspected abuse, neglect, or domestic violence; and (iii) in order to prevent or reduce a serious threat to anyone's health or safety.

#### **34. INFORMED CONSENT**

By clicking the "ACCEPT" button you acknowledge that you are consenting to receiving Counseling Services via the Platform. The scope of care will be at the sole discretion of the Counselor who is treating you, with no guarantee of diagnosis, treatment, or prescription. The Platform respects and upholds patient confidentiality with respect to protected health information as outlined by the Health Insurance Portability and Accountability Act ("HIPAA"), and, subject to HIPAA regulations, will obtain your express written consent prior to sharing any patient-identifiable information to a third party for purposes, other than as set forth above.. In addition, by clicking the "ACCEPT" button you are authorizing BetterMynd to release your contact information solely in order for BetterMynd to provide you with marketing materials promoting the Platform. The communications systems used will incorporate network and software security protocols to protect the confidentiality of patient information and will include reasonable measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

#### **35. NO REPRESENTATIONS CONCERNING COUNSELOR QUALIFICATIONS**

BetterMynd does not make any representations or warranties about the training or skill of any Counselors who provide Counseling Services via the Service or any outcomes. You are ultimately responsible for choosing your particular Counselor.

### **36. WEBSITE CONTENT**

Other than information received directly by you from a Counselor whose professional services you have engaged, the content on the Site or received as a result of your use of the Platform should not be considered medical advice. You should always talk to an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. None of the content on the Site or the Platform represents or warrants that any particular medication or treatment is safe, appropriate, or effective for you. Without limitation, BetterMynd does not recommend or endorse any specific tests, Counselors, medications, products or procedures.

### **37. YOUR OBLIGATION TO SAFEGUARD YOUR USERNAME AND PASSWORD**

Access to the Platform is enabled only by usernames and passwords. You should maintain your username and password in strict confidence. In no event should you share your username or password with any third party or allow another person to access the Service using your username and password. Please notify us if you have any reason to believe that your username or password has been lost or compromised or misused in any way. You are fully and solely responsible for any and all use of the Platform using your username and password. We reserve the right to revoke or deactivate your username and password at any time.

### **38. GEOGRAPHIC LOCATION**

You hereby certify that you are physically located in the State you choose/have chosen as your current location. You acknowledge that your ability to access and use the Platform and the Counseling Services is conditioned upon the truthfulness of this certification and that the Counselors you access are relying upon this certification in order to interact with you. In the event that your certification is inaccurate, you agree to indemnify BetterMynd and the providers you interact with from any resulting damages, costs or claims.

### **39. PAYMENT AUTHORIZATION**

By accepting the Terms of Service and these Special Terms and Conditions for Students, you are authorizing BetterMynd to charge your credit card for the full amount due from you with respect to your consultations with Counselors. Please note that BetterMynd may not be given full or complete information from your health plan regarding the applicable co-pay due from you for your consultation. As such, you may be billed multiple times with respect to a consultation – once prior to beginning the visit and a second time once your health plan has advised us as to what additional co-pays, if any, you owe.

You understand that this authorization to bill your credit card will remain in effect until you cancel it in writing, and you agree to notify BetterMynd in writing of any changes in your account information. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF), you understand that BetterMynd may at its discretion attempt to process the charge again at any time within 30 days. You acknowledge that the origination of ACH transactions to your account must comply with the provisions of U.S. law. You certify that you are an authorized user of this credit card/bank account and will not dispute these scheduled transactions with your bank or credit card company; so long as the transactions correspond to the co-payment required by your health plan.

### **40. CHANGES IN FEES**

You acknowledge that we can change any charges associated with your use of the BetterMynd Platform at any time, so long we provide you at least thirty (30) days' advance written notice of any fee increase that would affect you.

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Page 1 of 15