

Workforce Policies and Procedures

TherapyAppointment.com

Terms of Service (Clients)

Last Updated: 6/1/2022

These Terms of Service together with the Privacy Policy of Psych Select Software, LLC (collectively the Terms of Service and Privacy Policy are hereinafter "the Terms") form an agreement between Psych Select Software, LLC d/b/a Therapy Appointment (hereinafter "Psych Select") and you (hereinafter "User") and govern your use and access to the therapyappointment.com client portal system (hereinafter "the Service"). By clicking the "AGREE" button, User consents to be bound by the Terms. If User does not agree to the Terms, User may not use the Service.

1. SERVICE NOT FOR USE FOR EMERGENCY MEDICAL NEEDS. The Service is not intended or permitted to be used for emergency situations. Messages transmitted through the Service may not be immediately available to or from User to User's mental health provider and may not be viewed by the User's mental health provider within a predictable amount of time. **IF USER OR USER'S DEPENDENT (AS DEFINED BELOW) EXPERIENCE(S) A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.**

2. LICENSE GRANT. Psych Select grants User a non-exclusive, non-assignable, personal, non-transferable, limited, revocable license to use the Service for User's own personal use, subject to the Terms, and only during the period of time when User has, or is attempting to establish, a relationship with a customer of Psych Select that has an active subscription to use the Service (hereinafter "User's Therapist") and only during the term of such User's Therapist's subscription with Psych Select.

3. MODIFICATIONS AND UPGRADES. To the extent permitted by applicable law, Psych Select may amend the Terms without prior notice to User, at any time, by posting a revised version of the Terms on the therapyappointment.com website. The Terms shall govern any software upgrades provided by Psych Select that replace and/or supplement the original Service, unless such upgrades are accompanied by a separate license, in which case the terms of that license will govern.

4. USER'S ACCOUNT. To use the Service, User must register for an account (hereinafter "User's Account") by completing the account registration for the Service on the therapyappointment.com website. User agrees to: (a) provide true, accurate, complete, and current information about User as prompted by the account registration page(s); and (b) maintain and promptly update all such registration data to ensure it remains true, accurate, complete, and current. User further agrees to maintain User's username and password in strict confidence, and to not share them with any third party or allow another person to access the Service using User's username or password. In the event User becomes aware or suspects that User's username and/or password have been lost, compromised, or misused in any way, User shall immediately reset User's credentials and notify Psych Select at 1-800-242-2127, Ext. 502 or support@therapyappointment.com. User's account may be suspended or frozen pending an investigation, if warranted. User is fully and solely responsible for any and all use of the Service using

User's username and password. Psych Select reserves the right to revoke or deactivate User's Account at any time for any reason, including, but not limited to, use inconsistent with the Terms.

5. USER QUALIFICATIONS. By using the Service, User represents and warrants that: (a) User has all rights and authority necessary to agree to the Terms and to provide access to any data or other information User hereunder; (b) User is located in the state/jurisdiction User selected during the registration process; (c) User is at least 13 years of age; and (d) User has, or is attempting to establish, a relationship with User's Therapist. User agrees to immediately notify Subscriber and Psych Select if User becomes aware of any development making User's representations, warranties, and/or covenants untrue or misleading.

6. USER DEPENDENT(S). If User elects to use the Service on behalf of a minor or other dependent (each a "Dependent"), User further represents and warrants that User: (a) is qualified under the laws of User's state to make medical decisions on behalf of such Dependent; (b) will provide and maintain User's Account registration data and Dependent data in compliance with the requirements hereunder and applicable law; (c) will comply with all of the Terms; (d) will ensure that any Dependent does not engage in any activity that would constitute a violation of the Terms, if performed by User; and (e) will remain responsible for any violation of the Terms by User or User's Dependent.

7. RESTRICTIONS. User agrees that he/she will not: (a) copy, reproduce, modify, translate, create derivative works of, disclose or publicly display the Service; (b) decompile, disassemble, reverse engineer or otherwise attempt to determine the functionality of the Service; (c) directly or indirectly license, distribute, resell, rent, lease, subcontract, operate as a service bureau or otherwise make the Service available to any third party; (d) use the Service to develop a product or service that is the same or substantially similar to the Service; (e) disclose or share any passwords or other security or authentication with respect to the Service to or with any other person or entity; (f) use the Service for a purpose other than as set forth in the Terms or in a manner that violates any applicable law, rule or regulation; (g) remove, conceal or alter any personally identifiable information, identification, copyright or proprietary rights notices or labels from or on the Service; (h) access or permit any third party to access (or attempt or permit any third party to attempt to access) any content or information (including, personally identifiable information) other than as authorized under the Terms; (i) attempt to disrupt the operation of the Service or use the Service in any manner that could damage Psych Select's services or networks; or (j) post or transmit any information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening, or hateful to any person, or that infringes or violates any intellectual property right or privacy or publicity right of another party.

8. OTHER LINKS. The Service may contain links to other third-party websites. Such third-party websites are owned and operated by the third parties and/or their licensors, and Psych Select has no responsibility for or control over such websites. User acknowledges and agrees that Psych Select is not responsible or liable for the availability or accuracy of third-party websites, the security or regulatory compliance of such websites, or the content, advertising, or products or services on or available from such websites, and inclusion of any link or application on the Service does not imply any endorsement of such website or services. It is User's responsibility to take precautions to ensure any linked material User selects is free of viruses and other harmful or destructive items.

9. TERM AND TERMINATION. If User breaches the Terms, Psych Select will terminate User's Account immediately and without notice. In addition, Psych Select may terminate User's Account for any reason, other than a breach of the Terms, by giving written notice of the effective date of such termination.

Further, all provisions of the Terms, except Section 2 (License Grant), will survive termination and continue in full force and effect. Upon termination of User's Account for any reason, User must cease access to the Service, except to the extent specifically permitted under Section 10 and subject to all of the Terms.

10. STORAGE OF DATA UPON TERMINATION. Upon termination of User's Account, including as a result of the termination of User's Therapist's account, Psych Select will terminate User's access. User's Therapist will continue to have access to User's data for so long as User's Therapist maintains an active account. Psych Select will destroy User's data according to Psych Select's internal document management and retention policies, procedures, and practices. All protections and guarantees of data security and privacy stated in the Terms or applicable law will remain in effect for this data regardless of User's status.

11. TERMINATION FOR INACTIVE USER'S THERAPIST. User's license to use the Service is contingent on User's Therapist having and maintaining a subscription to use the Service. If User's Therapist does not maintain an active subscription, Psych Select may terminate User's Account and User's access. User's information will be stored by Psych Select in accordance with the process noted in Section 10 above. If User's Therapist's Account affiliated with the User is reactivated, User's full access to the Service will be promptly restored.

12. INACTIVE ACCOUNT OR CREATION OF NEW ACCOUNT. User may have to create a new account if (1) User's Therapist declines to establish a relationship with User, and User seeks to establish a relationship with another therapist, and/or (2) User seeks to register another account associated with another therapist. User's Therapist may choose to delete User's Account if User's Account is inactive. If User's Therapist declines to establish a relationship with User, Psych Select may terminate User's Account and User's Access in accordance with the provisions in Section 10 above.

13. CONFIDENTIAL INFORMATION. In using the Service, User may have access to confidential and or proprietary information of Psych Select and its licensors and suppliers that may include, but is not limited to, software, codes, technology, logic, techniques, formats, tools, designs, concepts, methods, processes, ideas, functional specifications, technical materials and information, and related documentation ("Confidential Information"). User will maintain such Confidential Information in confidence and use such information only for purposes of User use of the Service, in accordance with the Terms.

14. PROPRIETARY RIGHTS. THE SERVICE IS LICENSED, NOT SOLD. All rights, titles and interest in and to the Service and all Intellectual Property Rights therein are and shall remain exclusively with Psych Select, its licensors and their respective successors and assigns. User is not granted any right, title or interest whatsoever in the Service or any Intellectual Property Rights (as defined below) associated with the Service. To the extent User provides any verbal or written ideas or feedback to Psych Select concerning the Service (hereinafter "User Feedback"), User hereby assigns, transfers and conveys to Psych Select, or its designee, all worldwide right, title, and interest in and to any and all User Feedback, including any ideas, findings, conclusions, concepts, improvements and Intellectual Property Rights in such User Feedback and Psych Select reserves the right to use any User Feedback, including any comments, endorsements, and contributions by User in advertising for the Service and Psych Select. "Intellectual Property Rights" means all intellectual property and other similar proprietary rights, in any jurisdiction, including rights in and to: (a) trade secrets, know-how and other confidential or non-public business information; (b) original works of authorship and any moral rights relating thereto; (c) trademarks, service marks, trade dress and other indications of origin; and (d) patents, invention disclosures,

inventions and discoveries. User grants Psych Select license to use data and content he/she provides hereunder, and data about User's use of the Service for Psych Select's own business purposes, to the extent permitted by applicable law and so long as such uses do not compromise the privacy or security of confidential information of or about User. Use of User information will be subject to the Terms.

15. DISCLAIMER OF WARRANTY. THE SERVICE IS PROVIDED "AS IS" WITH ALL FAULTS. TO THE EXTENT PERMITTED BY LAW, PSYCH SELECT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES THAT THE SERVICE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. USER BEARS THE ENTIRE RISK AS TO SELECTING THE SERVICE FOR USER'S PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE. Without limiting the generality of the foregoing or the limitation of liability set forth in Section 15 (Limitation of Liability), User acknowledges and agrees that: (a) User is using the Service at his/her own discretion and risk; (b) User is responsible for any and all decisions and conclusions made based on the data and output that results from use of the Service, including, without limitation, for all medical and treatment purposes; (c) User's Therapist is responsible for all professional services provided to User, including, without limitation, for all medical, treatment, and other health care decisions, and Psych Select Software LLC shall have no responsibility or liability for any such care, services, or decisions; (d) User's Therapist is solely responsible for obtaining all necessary informed consents and providing to User all notices required to be delivered in connection with care provided by User's Therapist; and (e) neither Psych Select Software LLC nor any of its suppliers or licensors shall be responsible for any data or output that results from User's use of the Service. This limitation will apply notwithstanding the failure of essential purpose of any remedy. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so this disclaimer may not apply to User.

16. LIMITATION OF LIABILITY. EXCEPT AS REQUIRED BY LAW, PSYCH SELECT WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THE USE OF OR THE INABILITY TO USE THE SERVICE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. ALTHOUGH EVERY REASONABLE EFFORT WILL BE MADE TO ENSURE THE CONSISTENT ONLINE AVAILABILITY OF THE SERVICE, USER BEARS THE ENTIRE RISK FOR ANY LOSSES INCURRED BY THE UNAVAILABILITY OF THE SERVICE FOR ANY REASON. PSYCH SELECT'S COLLECTIVE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED \$500 (FIVE HUNDRED DOLLARS). Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so this exclusion and limitation may not apply to User.

17. USER INDEMNIFICATION. User shall defend, indemnify, and hold harmless Psych Select and its officers, directors, members, managers, equity holders, employees, agents, contractors, suppliers, and licensors against all costs, expenses, losses, and damages (including reasonable attorneys' fees and costs) incurred or awarded as a result of or in connection with claims of third parties against Psych Select based on or arising directly or indirectly out of: (a) User's use of the Service; (b) a breach by User of any terms of this Agreement; (c) User's violation of any applicable laws or regulations; (d) any negligence, willful misconduct, or fraud by User or User's Dependent; or (e) defamation, libel, violation of privacy rights, unfair competition, or infringement of any third party's intellectual property rights or allegations thereof to the extent caused by User.

18. RESPONSIBILITY OF USER'S THERAPIST. User acknowledges that the responsibility for providing mental health care services lies solely with User's Therapist and other health care professionals who may be providing such care to User. User and User's heirs, agents, and representatives, will not have any claim or cause of action against Psych Select, and will hold Psych Select harmless from any actual or potential damages suffered by User as a result of the mental health care and/or other services rendered or withheld by User's Therapist.

19. EXPORT CONTROLS & DISCLAIMER. User's Account is subject to all applicable export restrictions. User must comply with all export and import laws and restrictions and regulations of any United States or foreign agency or authority relating to the Service and its use. Psych Select offers the Service only in the United States and makes no representation that any aspect of the Service is appropriate or available for use outside of the United States. Those who access the service outside of the United States are responsible for compliance with applicable laws.

20. U.S. GOVERNMENT END-USERS. The Service is a "commercial item" as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202. Consistent with 48 C.F.R. 12.212, 48 C.F.R. 27.405(b)(2) and 48 C.F.R. 227.7202, all U.S. government end users acquire the Service with only those rights as set forth herein.

21. SECURITY OF PROTECTED HEALTH INFORMATION. User may not use the Service in any way that is illegal, fraudulent, or violates the provisions of the Health Insurance Portability and Accountability Act of 1996 and its later extensions and modifications, including the Health Information Technology for Economic and Clinical Health Act (collectively "HIPAA"). These provisions restrict all unauthorized hacking, testing, or assessment which is intended to bypass the security policies and controls of the software. User acknowledges that Psych Select is not responsible for violation of these laws or related regulations due to User's actions or circumstances outside of Psych Select's control. These actions and circumstances include, but are not limited to the failure of User to: (a) choose adequate passwords, and to protect those passwords from unauthorized disclosure; (b) log out of the Service on any computer or other device; (c) promptly report suspicious activity or misuse of the system to Psych Select for further investigation; and (d) cooperate with Psych Select to safeguard against such activity or misuse and to mitigate any harm arising therefrom.

22. PROTECTION OF PATIENT RIGHTS. User acknowledges that, to the extent permitted by law and by Psych Select's agreement(s) with User's Therapist, User's Therapist is solely responsible for satisfying any obligations related to User's or User's Dependents' rights with respect to individually identifiable information, including, without limitation, directly providing User access to, the ability to amend, and an accounting of disclosures of User's or User Dependents' PHI, in accordance with the HIPAA Privacy Rule. User agrees to contact User's Therapist directly to exercise any such rights regarding User's or User's Dependents' PHI. User acknowledges that Psych Select is not responsible for User's Therapist's compliance with any such requirements or for any violation of these laws or related regulations due to User's Therapist's actions or circumstances outside of Psych Select's reasonable control.

23. ELECTRONIC CONTRACTING AND NOTICES. User's agreement to the Terms, by clicking "AGREE" when User registers for an account or when Terms are updated and published to the Service, constitutes User's electronic signature and agreement to the Terms. User acknowledges that he/she is able to electronically receive, download, and print the Terms. User further agrees that Psych Select may send to User in electronic form any notices, disclosures, reports, documents, communications or other

records regarding the Service (collectively, hereinafter "Notices"). Psych Select may send User electronic Notices: (a) to the e-mail address that User provided during User's registration process; or (b) by posting the Notice through the Service. The delivery of any Psych Select Notice is effective when sent or posted by Psych Select, regardless of whether User reads the Notice. User may withdraw consent to receive further Notices electronically by contacting support@therapyappointment.com, but upon withdrawal of such consent, User's Account to use the Service will be terminated.

24. COMPLAINTS. User may direct any complaints regarding the Service, security of User's information, or violation or infringement of User's rights in any way through (1) Psych Select's Privacy Complaint Procedures, which can be accessed on our website [here](#) or (2) by contacting us directly at 1-800-242-2127, EXT. 502 or support@therapyappointment.com.

25. MISCELLANEOUS. The Terms constitute the entire agreement between User and Psych Select concerning the subject matter hereof. Except to the extent applicable law, if any, provides otherwise, this Agreement will be governed by the laws of the State of North Carolina, excluding its conflict of law provisions. User hereby consents to the exclusive jurisdiction of the courts of the State of North Carolina for the resolution of any dispute based upon or relating to User's use of the Service. The Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any part of the Terms are held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by Psych Select of any term or condition of the Terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Psych Select will not be liable for any delay or failure of its performance under the Terms that results from causes beyond its control and is not reasonably foreseeable despite commercially reasonable operations and preparations. Except as required by law, the controlling language of this Agreement is English. User may not assign User's rights under the Terms without the written consent of Psych Select. The terms are binding upon and will inure to the benefit of the parties, their successors and permitted assigns. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Terms.

I accept the Terms of Service as listed above.

Version Control Log

Approved	Susan Whitehead	Adopted	1/8/2020
Last Review	6/1/2022	Review by (Date)	6/30/2024
Reviewed By	Susan Whitehead	Serina Isch	
Revision History			
1/8/2020	Formalized initial terms of service		
6/1/2022	<ul style="list-style-type: none"> ● Fix typo in section 14 that had implications on meaning. ● Add clarification regarding updated terms in section 23. ● Minor grammatical adjustments. 		

