

This Privacy Policy (this “Policy”) applies to the software and information services we offer through our website located at [www.psynote.com](http://www.psynote.com), our cloud-based electronic health record and practice management solutions, and web-enabled emails sent as part of, in connection with, or relating to such software and information services (collectively, our “Services”). This Policy does not apply to any other services. Maintaining your trust is important to us, and we strongly encourage you to read this Policy in full.

The purpose of this Policy is to describe how we and our partners collect, use, and share information about you. This Privacy Policy applies to how we and our partners collect, use, and share information about you with respect to the Services covered by our User Agreement and Terms of Use, and not to any other service we may offer to any other individual or customer.

Some of our users – such as healthcare providers – are subject to laws and regulations governing the use and disclosure of health information they create or receive, including the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, together with the regulations adopted thereunder (“HIPAA”). When we store, process or transmit “individually identifiable health information” (as defined by HIPAA) on behalf of a healthcare provider who has entered into a separate agreement, we do so as its “business associate” (as also defined by HIPAA). Under this agreement, we cannot use or disclose individually identifiable health information in a way that the provider itself may not. We are also required to, among other things, apply reasonable and appropriate measures to safeguard the confidentiality, integrity, and availability of the individually identifiable health information we store and process on behalf of such providers. For the purpose of this Policy, the term “healthcare provider” means any user who is a “health care provider” (as defined by HIPAA) or any user who is a member of such health care provider’s “workforce” (as also defined by HIPAA).

## Information Collected by Our Services

### Information You Submit or We Collect on Your Behalf:

We collect information from you when you:

- Enter information on our Services, such as when you register for our Services, use our Services to send a message to someone else, or complete a form;
- Upload a document, image, or other data file on our Services;
- Contact us; or
- Make a customer service request or attend one of our individual or group training sessions.

We also collect information on your behalf when you authorize us to retrieve and import information from another user or other third party within our Service or as set forth in the User Agreement.

Information we collect about you may include your name, address, telephone number, email address, or the information you enter on or upload to our Services.

#### Automatically Collected Information:

We and our partners automatically gather information whenever you visit, log in, or otherwise interact with our Services, including when you receive emails delivered via our Services. We and our partners use the technologies described below and similar technologies that may not be expressly described to gather this information to enhance and operate our Services in a number of ways, such as to:

- Save user preferences and information;
- Preserve session settings and activity;
- Authenticate users;
- Enable support and security features;
- Tailor the delivery of informational messages, media, advertising and other content; and
- Analyze the performance and use of our Services and its various features and content.

Even if you do not register with us or submit any information on our Services, our technology tools may automatically receive information about, and the software running on, the computer, mobile phone, or tablet (each, a "Device") you use to interact with our Services.

Device Information: When you interact with our Services, we collect information about your Device such as the URL of services your Device is requesting and the referring web pages, your IP address, Device type, operating system, browser type, application identifier, and, under certain circumstances, the location information your Device sends to us.

Cookies & Similar Technologies: We and our partners collect information about you and your Devices through cookies, web beacons, and similar technologies. A "cookie" is a small data file sent from a website and stored on your Device to identify your Device in the future and allow for an enhanced personalized user experience based on your previous activity on the website. A "session cookie" disappears after you close your web browser, or may expire after a fixed period of time. A "persistent cookie" remains after you close your web browser and may be accessed every time you use our Services. We and our partners may use both session and persistent cookies on our Services. You

should consult your web browser to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may not be able to use certain features of our Services.

Some of our partners **do not at present** but may deploy these technologies directly on our Services. These third parties may collect information over time about your use of our Services.

### **Information from Other Sources:**

We may receive or proactively gather information about you from other sources and add it to information we otherwise have about you for any purpose described in this Policy. This may include situations where a third party seeks to communicate with you through the Services or establish an “Integration” (as more fully describe below under the heading, Third Party Integrations).

### **How We Use Information**

We may use the information we collect for the following purposes:

- Operating our Services and developing new functionality and features;
- Responding to questions and communications, or obtaining your feedback about our Services;
- Administering and logging your participation in educational and informational programs, including webinars and other classes, and any product or support matters that may arise from such programs;
- Preparing and delivering announcements about features, functionality, terms of use, or other aspects of our Services or your interests and informing you about offers for services or products we believe may be of interest to you, including from third party sponsors;
- Providing you with more relevant content, including clinical support tools, assessments or medical-related information or services, patient support programs, advertising, or other programs appearing on our Services or third-party services;
- Analyzing usage trends and patterns and measuring the effectiveness of content, programs, advertising or the features or functionality of the Services, including emails that may be sent by us to you;
- Preparing reports for any of the purposes described in this Policy, including for current or future sponsors, advertisers or other partners to show utilization or trends about the use of our Services. Such reports may include demographic or other

general user information, but will not include personally identifiable information unless the recipient has agreed to confidentiality obligations;

- Safeguarding and protecting our Services, the information we collect, and the rights of us, our users or third parties, and in response to legal process;
- Any other purpose described in this Policy or your User Agreement; or
- When we otherwise have your permission.

### Records:

Our Services allow users to store personally identifiable and health information (“Records”), including Records that identify other individuals, including other users. Certain of our Services permit users to share all or portions of these Records at their discretion.

You should be aware that this Policy covers only the information you submit through our Services. If you contact or exchange information with another user in person or through a means other than our Services, such activity is not covered by this Policy. Because our Services enable users to share information you share with them, you should take care in selecting with whom you share your Records and other information. Although our Services process such transmissions, we are not responsible for the actions of persons with whom you share your Records and other information.

### Emails and Other Communications:

Our Services allow users to communicate with others through our in-product instant messaging services, Service-branded emails, and other electronic communication channels. Communications that are sent by or on behalf of a user are indicated as being “From” that user, such as when our Services send an appointment notification from, and on behalf of, a healthcare provider to his or her patient. Additionally, we may communicate administrative or Service-related announcements through email or other communications within our Services. These communications may be “real time” communications or communications triggered automatically upon the occurrence of certain events or dates – such as a repeated sign-in failure or an appointment notification. Please note that you may not be able to opt out of receiving certain messages from us.

Emails and other communications from individuals who are not users of our Services, or that we send in connection with business agreements or subject matter other than the User Agreements, are not covered by this Policy. If, for example, you contact us regarding a job opening, that communication to us is not covered by this Policy even though that job opening may have been posted on our Services.

### Third Party Integrations

Our Services may allow you to connect your account on our Services with third parties, such as when a healthcare provider seeks to faxing a note(s) or when a healthcare provider approves us integrating or linking his or her account with a third parties' billing software Integrations can also be initiated by third parties seeking to establish Integrations with you, if and when you request and authorize such integration. Your use of these Integrations is entirely optional. Should you choose to utilize these Integrations, you may be prompted to give us permission to perform certain actions in your account, such as creating, updating or deleting certain information. Please note that if you choose to utilize any Integration, any information you elect to provide to third parties will be subject to whatever agreement you have with them, including, if applicable, their terms of use or privacy policy, and not this Policy. To disable an Integration, you can contact us through one or any method.

### Sharing of Information

We may share information you submit to us with third parties under the following circumstances:

- When you choose to share such information through our Services, such as “one-on-one” communications between a provider and a patient or another healthcare provider;
- When your account has been issued by an account administrator with administrative rights over your account, your account administrator will have access to your account information;
- With third party service providers that have agreed to confidentiality obligations, which may include, as applicable, business associate contract obligations;
- If you are a healthcare provider who has entered into a Billing Agreement with Phybill, Inc, we may share information with the payor sources (insurance carriers) for the allowed purposes of collecting your payments and payment information.
- If you are a healthcare provider who has entered into a Billing Agreement with Phybill, Inc, we may also share information with third parties who are subject to confidentiality obligations who are funding or administering certain branded or unbranded content about medical conditions, treatments and products, or safety and regulatory information resources, such as clinical decision support tools, patient savings offers, co-pay offset or discount programs, medication adherence programs, and other similar programs, and with sponsors of advertising appearing within our Services. The purposes of such sharing may include administration, recordkeeping or compliance obligations, and assessing the effectiveness or utilization of any such program.

- To protect our Services, the information we collect, and the rights of us, our users, and any third parties, including to verify your identity;
- To detect, prevent, investigate, or address fraud, illegal activity, or violations of our terms and agreements;
- In response to legal process, such as a search warrant, court order, or subpoena, or when we have a good faith belief that the law requires us to do so;
- With our current and future subsidiaries or corporate affiliates or actual or potential investors;
- In connection with a potential or actual sale, merger, transfer, exchange, reorganization or other disposition (whether of assets, stock, or otherwise) of all or a portion of the business conducted by our Services. If such a transaction occurs, the acquiring company's use of your information will remain subject to this Policy, as may be subsequently amended;
- Any other purposes described in this Policy or your User Agreement; or
- When we otherwise have your permission.

## Security

To help prevent unauthorized access, maintain data accuracy, and protect against the inappropriate use of the information we collect, store, and transmit, we deploy a range of technical, physical and administrative safeguards. Under our User Terms and applicable law, we are required to apply reasonable and appropriate measures to safeguard the confidentiality, integrity, and availability of individually identifiable health information residing on, and processed by, those elements of our Services that we operate as a business associate on behalf of healthcare providers. It is important to remember, however, that no system can guarantee 100% security at all times. Accordingly, we cannot guarantee the security of information stored on or transmitted to or from our Services.

## Third Party Services

This Policy applies only to our Services. It does not apply to services offered by third parties, including websites and other online services that our Services may display links to or to advertisements appearing within the Services. When you click on such links or advertisements, you will be visiting websites or interactive services operated by third parties, who have their own information collection practices and may also collect information through the use of Engagement Tools. We do not have control over how any third party collects or uses information, so you should review their privacy policies to learn of their practices.

## Changes to this Policy

We believe in continuous innovation, which, along with changes in our business, may require that we amend this Policy from time to time. We will post a revised Policy along with its effective date on this page. Because this Policy can change at any time, we encourage you to reread it periodically to see if there have been any changes, amendments, or updates. If you object to the changes or any terms within this Policy or the User Agreements, you should discontinue using our Services. Your continued use of our Services following the effective date means that you have consented to the Policy, as amended, changed, or updated.

## Viewing and Updating Your Information

Our Services aim to provide you with access to the information you submit and the means to update it within our Services consistent with applicable law. This can be accomplished by logging into our Services and updating that information, or contacting a customer support representative, although please be advised of the important limitations described below. Under certain circumstances, we may ask you to verify your identity before your request is processed.

Please note that, unless you have administrative rights over another user's account pursuant to our user terms, you are not entitled to access, update, or delete the content of another user's account.

If you have used our Services to share information with another user or a third party, you will not be able to access, update, or delete that shared information. Further, if another user of our Services submits information that identifies you, you will not be able to access, update, or delete that information.

Certain users – such as healthcare providers – may be required under applicable laws or regulations to retain information about you for extended periods of time or indefinitely. Additionally, we may have independent obligations under applicable laws or regulations to retain such information indefinitely. Finally, for disaster recovery and business continuity purposes we retain copies of data stored by our Services for indefinite periods of time.

HIPAA grants patients certain rights to access and amend certain health information that their healthcare providers retain about them. Patients should submit requests to access or amend their health information directly to their healthcare providers.

## Contact Us

If you have questions regarding this Policy, please contact us at:

PsyNote®

Legal Department

1727 Banks Rd.

Margate, FL 33063-7744