



## **PerSoN Clinic – Client Agreement**

Thank you for choosing PerSoN Care services a product of PerSoN Clinic Inc.

THE PLATFORM IS NOT FOR CRISIS SITUATIONS OR WHERE A LIFE IS IN DANGER. IF YOU HAVE ANY MEDICAL EMERGENCY, OR IF YOU THINK YOUR LIFE OR THE LIFE OF ANOTHER IS IN PERIL, YOU MUST IMMEDIATELY CALL THE EMERGENCY SERVICE NUMBER (911 IN THE US) AND NOTIFY THE RELEVANT AUTHORITIES. SEEK IMMEDIATE IN PERSON ASSISTANCE

This document is our mutual agreement governing the Provider services rendered to you through our operating platform. Please review carefully as it affects your rights and remedies.

### **1. DEFINITIONS:**

"Client" means you – the individual utilizing the Platform.

"PerSoN" or the "Clinic" means the legal entity, PerSoN Clinic, INC.

"Platform" means the technological interface offered to Clients by PerSoN Clinic.

"Providers" means the individuals and practice groups offering Client's advice, information, counseling or diagnoses through the Platform.

### **2. TERMS & CONDITIONS:**

- a. The Platform. The Platform is a communication tool. It facilitates communications between you and your Provider(s). The Platform is not responsible for the content of the information conveyed or posted by your Provider on the Platform, and the Platform does not filter, evaluate, or qualify such information in any way. Accordingly, the Platform is not responsible to you, or to others for the consequences of any information or communication made on or through the Platform (including actions or omissions).
- b. Providers. Providers are not agents, representatives, contractors, or employees of PerSoN. Providers operated under a separate agreement with PerSoN and act entirely without oversight, review, or supervision by PerSoN. Providers may be one or more of the following: Certified Health Coaches, licensed psychologist (PhD / PsyD), licensed marriage and family therapist (LMFT), licensed clinical social worker (LCSW), licensed professional counselor (LPC), or similar applicable recognized professional certification based on their state and/or jurisdiction. A Provider's qualifications are as presented by the Provider on the Platform. **We accept the Provider's qualification as presented** to us, however, if you ever have any doubts or questions about the Provider's qualifications, please contact PerSoN immediately.
  - i. If a Provider you have been connected with stops discontinues use of the Platform at any time after you have been connected,



we will advise you that your Counselor is no longer on the Platform and that you have the opportunity to work with a new Counselor.

- ii. THE PLATFORM IS NOT FOR CRISIS SITUATIONS OR WHERE A LIFE IS IN DANGER. IF YOU HAVE ANY MEDICAL EMERGENCY, OR IF YOU THINK YOUR LIFE OR THE LIFE OF ANOTHER IS IN PERIL, YOU MUST IMMEDIATELY CALL THE EMERGENCY SERVICE NUMBER (911 IN THE US) AND NOTIFY THE RELEVANT AUTHORITIES. SEEK IMMEDIATE IN PERSON ASSISTANCE.
- iii. THE PLATFORM CANNOT PROVIDE CLINICAL DIAGNOSES REQUIRING AN IN-PERSON EVALUATION.
- iv. THE PLATFORM CANNOT PROVIDE FORMAL DOCUMENTATION OR APPROVALS FOR PURPOSES SUCH AS, BUT NOT LIMITED TO, COURT-ORDERED COUNSELING OR EMOTIONAL SERVICE DOG CERTIFICATION.
- v. IF YOU HAVE ANY CLAIMS, CONCERNS OR COMPLAINTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENT ACTIONS OR OMISSIONS OR WRONGFUL BEHAVIOR BY A PROVIDER, THEN YOU AGREE TO ASSERT YOUR CLAIMS AGAINST YOUR PROVIDER(S) AND NOT AGAINST PERSON.

c. Term and Termination.

- i. This Agreement is in effect for so long as you utilize the Platform and will continue to govern any claims for seven (7) years thereafter.
- ii. Either you or PerSoN may terminate this Agreement at any time, with or without cause. If PerSoN terminates, we will use reasonable efforts to facilitate your continuing relationship(s) with any Provider(s) you are then working with.

d. Privacy / Security

- i. Information about the Platform's security and privacy practices can be found in our Privacy Policy available at <https://person.care/PerSoN-Privacy-Policy-Disclaimer.pdf> (The 'Privacy Policy').
- ii. BY AGREEING TO THIS AGREEMENT AND/OR BY USING THE PLATFORM, YOU ARE AGREEING TO THE TERMS OF THE PRIVACY POLICY.

e. Third Party Content

- i. The Platform may contain or provide access to articles, videos and other content authored or provided by third parties ("Third

Party Content"), links to Third Party Content (including but not limited to links to other websites). The Platform and PerSoN disclaim all responsibility for the contents of any such Third-Party Content, including (but not limited to) any related products, practices, terms or policies, and we will not be liable for any damage or loss caused by any Third Party Content.

f. Disclaimer of Warranty and Limitation of Liability

- i. YOU HEREBY RELEASE US AND AGREE TO HOLD PerSoN (including its officers, agents and affiliates) HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM THE ACTIONS OR OMISSIONS OF PROVIDERS OR THE FUNCTIONALITY OF THE PLATFORM, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, DIAGNOSIS, INFORMATION AND/OR SERVICE OF ANY PROVIDER AND/OR ANY OTHER CONTENT OR INFORMATION ACCESSIBLE THROUGH THE PLATFORM.
- ii. YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, NON-INFRINGEMENT, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. THE USE OF THE PLATFORM IS AT YOUR OWN RISK. TO THE FULLEST EXTENT OF THE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED.
- iii. YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.
- iv. YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT OUR AGGREGATE LIABILITY FOR DAMAGES ARISING WITH RESPECT TO THIS AGREEMENT AND ANY AND ALL USE OF THE PLATFORM WILL NOT EXCEED THE TOTAL AMOUNT OF MONEY PAID BY YOU OR ON YOUR BEHALF THROUGH THE PLATFORM IN THE 12 MONTHS PERIOD PRIOR TO THE DATE OF THE CLAIM.

g. Your Obligations.

- i. You confirm that you are 21 years old, or older, and you have the legal capacity to seek and receive Provider services through the Platform; or you have the consent of a parent or guardian, and that you are legally able to enter into a contract.

- ii. You will always provide accurate, true, current, and complete information. Furthermore, you agree that during the term of this Agreement you will make sure to maintain and update this information so it will continue to be accurate, current, and complete.
- iii. You will maintain the confidentiality of your password and any other security information related to your account (collectively "Your Account Info")..
- iv. You agree to notify us immediately of any unauthorized use of Your Account Info or any other concern for breach of your account security.
- v. You agree, confirm, and acknowledge that we will not be liable for any loss or damage that incurred as a result of someone else using your account, either with or without your consent and/or knowledge.
- vi. You are solely and fully liable and responsible for all activities performed using Your Account Info. You further acknowledge and agree that we will hold you liable and responsible for any damage or loss incurred as a result of the use of Your Account Info by any PerSoN whether authorized by you or not, and you agree to indemnify us for any such damage or loss.
- vii. You are using the Platform, including the Provider services, are for your own Personal use only and that you are not using the Platform or the Provider services for or behalf of any other PerSoN or organization.
- viii. You agree and commit not to violate any applicable local, state, national or international law, statute, ordinance, rule, regulation, or ethical code in relation to your use of the Platform and your relationship with the Counselors and us.
- ix. You confirm and agree to use only credit cards or other payment means (collectively "Payment Means") which you are duly and fully authorized to use, and that all payment related information that you provided and will provide in the future, to or through the Platform, is accurate, current, and correct and will continue to be accurate, current and correct.
- x. You agree to pay all fees and charges associated with your Account on a timely basis and according to the fees schedule, the terms and the rates as published in the Platform. By providing us with your Payment Means you authorize us to bill and charge you through that Payment Means and you agree to



maintain valid Payment Means information in your Account information.

h. Platform Reliability.

- i. PerSoN may modify, suspend, disrupt, or discontinue the Platform, any part of the Platform or the use of the Platform, whether to all clients or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.
- ii. The Platform will be reasonably accessible and operational; however, you understand and agree that we cannot guarantee that access to the Platform will be uninterrupted or that it will be accessible, consistent, timely or error-free at all times.

i. Legal.

- i. This Agreement and our relationship with you shall both be interpreted solely in accordance with the laws of the State of Maryland excluding any rules governing choice of laws.
- ii. You irrevocably agree that the exclusive venue for any action or proceeding arising out of relating to this Agreement or our relationship with you, regardless of theory, shall be the state and federal courts in Montgomery County, Maryland. You irrevocably consent to the Personal jurisdiction of the aforementioned courts and hereby waive any objection to the exercise of jurisdiction by the aforementioned courts. Nothing in this Agreement, including the choice of the laws of the State of Delaware, affects your statutory rights as a consumer to rely on the mandatory consumer protection provisions contained in the law of the country in which you live.
- iii. THIS AGREEMENT (INCLUDING EXTERNAL TERMS REFERENCED OR INCORPORATED) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND US. YOU CONFIRM THAT YOU HAVE NOT RELIED UPON ANY PROMISES OR REPRESENTATIONS BY US EXCEPT AS SET FORTH IN THIS AGREEMENT.
- iv. We may change this Agreement by posting modifications on the Platform. Unless otherwise specified by us, all modifications shall be effective upon posting. Therefore, you are encouraged to check the terms of this Agreement frequently. The last update date of this Agreement is posted at the bottom of the Agreement. By using the Platform after the changes become effective, you agree to be bound by such changes to the



Agreement. If you do not agree to the changes, you must terminate access to the Platform and participation in its Provider services.

- v. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.
- vi. Clauses regarding limitations of liabilities and indemnification shall survive the termination or expiration of this Agreement.

This Agreement is entered into between Your, the Client and PerSoN Clinic, INC effective of your membership to PerSoN Care services.

### ***PerSoN Clinic INC Privacy Policy***

**This Privacy Policy applies to all PerSoN Clinic INC product and services including its website and apps.**

**You should not use any of these services/apps if you do not agree to the terms of this Privacy Policy. Your continued use of any of these services/apps represents your consent to the terms of this Privacy Policy. If you have any questions concerning this Privacy Policy, please contact PerSoN Clinic INC via email [Help@PerSoNClinic.com](mailto:Help@PerSoNClinic.com) These Services/Apps may contain links to other sites. PerSoN Clinic INC is not responsible for the privacy policies and practices on other sites. When linking to another site, a user should read the privacy policy stated on that site.**

### ***US PRIVACY SHIELD NOTICE***

1. PerSoN Clinic INC is a participant in the U.S. Department of Commerce and European Commission Privacy Shield Program and adheres to the Privacy Shield Principles. For more information follow this link: <https://www.privacyshield.gov/list>
2. PerSoN Clinic INC (through its Apps and website) may collect the following types of Personal data:
  - Mail ID
  - Gender
  - Name
  - Address
  - Phone Number
  - We collect approximately location data and weather data of that location.

- We collect user reported pain symptoms, mood, depression, weight data and daily journal.
  - We do Not collect exact age however we collect age range (10-20, 20-30 ..)
3. PerSoN Clinic INC is committed to treating all personal data received from the EU in accordance with the Privacy Shield Principles, in reliance on the Privacy Shield.
4. PerSoN Clinic INC collects and uses personal information from its users for the following purposes:

**To provide user weekly and monthly reports on their reported data, along with associated climate and location data:**

- Pain symptoms
  - Mood
  - Depression
  - Weight
5. If you have any inquiries or complaints, contact PerSoN Clinic INC at [MyPrivacy@PerSoNclinic.net](mailto:MyPrivacy@PerSoNclinic.net)
6. PerSoN Clinic INC does not disclose personal information to any third parties.
7. Users may request, receive, review or delete their data at any time, by requesting to do so through [MyPrivacy@PerSoNclinic.net](mailto:MyPrivacy@PerSoNclinic.net)
8. PerSoN Clinic INC allows users to limit the use of their data as follows (PerSoN Clinic INC does not disclose such data to any third parties):

You can do the following at any time by contacting us via the email address [MyPrivacy@PerSoNclinic.net](mailto:MyPrivacy@PerSoNclinic.net)

- Request to delete any personal data we have about you.
- Express any concern or report about data confidentiality breaches.

*PerSoN Clinic INC team is committed to responding to all user email inquiries as soon as possible or within 48 hours.*

9. PerSoN Clinic INC has committed to refer unresolved Privacy Shield complaints to European Data Protection Authorities (DPA), an alternative dispute resolution provider located in the EU member state ([http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm)). If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please email [MyPrivacy@PerSoNclinic.net](mailto:MyPrivacy@PerSoNclinic.net) for more information or to file a complaint. The services of reviewing your complaint are provided at no cost to you.





10. PerSoN Clinic INC is subject to the investigatory and enforcement powers of the FTC, the Department of Transportation or any other U.S. authorized statutory body.
11. PerSoN Clinic INC accepts and permits its users, under certain conditions, to invoke binding arbitration.
12. PerSoN Clinic INC accepts and agrees to the requirement to disclose Personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.
13. PerSoN Clinic INC accepts and acknowledges its liability in cases of onward transfers of Personal data to third parties. However, PerSoN Clinic policy is that user Personal data will not be shared with any third party for any purpose.

The preceding notice is provided to PerSoN Clinic users in clear and comprehensible language when individuals are first asked to provide personal information to PerSoN Clinic INC. If for any reason the privacy policy is not provided immediately, it will be as soon after that as is practicable. However, in any event, before PerSoN Clinic INC uses such information for a purpose other than that for which it was initially collected or received from a transferring organization, the user will be provided a copy of this privacy notice.

## ***Data Policy***

### **Data Use:**

#### **PerSoN Clinic INC will use:**

- User GPS/location and associated weather information.
- PerSoN Clinic INC user data are collected in the AWS cloud server.
- User data's will be stored until the user requests to delete it.
- SMS message history and related phone number data are retained for program operations only and are not disclosed or sold to third parties. Your participation in SMS campaigns like the Smoke Cessation Program is governed by the same privacy standards and opt-out procedures as all other services described in this policy.
- All the information is saved securely in the database, and cannot be seen by anyone other than the user and authorized PerSoN Clinic Personnel. User Personal data will not be shared with any third party for any purpose.

### **Data Security:**

- PerSoN Clinic INC uses secure Amazon Elastic Compute Cloud (Amazon EC2 and S3 storage) instances for data security.
- User multimedia data (image, videos, audio) is encrypted and stored on AWS S3 storage.
- PerSoN Clinic INC uses OAuth2 authorization framework to provide database access through an encrypted access token.
- Data transit uses SSL and Session Key Encryption transport method in PerSoN Clinic.
- The user can send a request email to [MyPrivacy@PerSoNclinic.net](mailto:MyPrivacy@PerSoNclinic.net) and request to delete all the user collected information.





- The user can send a request email to [MyPrivacy@PerSoNclinic.net](mailto:MyPrivacy@PerSoNclinic.net) to get the full copy of user data from PerSoN Clinic. There will be a fee associated with this service.

### **Third Party API Access:**

- Accuweather API access is used in PerSoN Clinic INC for gathering the user current location and weather conditions at that location. This access uses the Oauth2 security method. User Personal data is not accessed.

### ***Storage Permission***

#### **The app asks you to give it a read/write access to the SD Card to:**

- Media File
- Contact list
- The app asks you to allow read access to the Camera and Contact list to provide a friendly way to select pictures for posting on the user profile page and to send invite email to your selected support member from your contact book.
- No other actions are taken by the app regarding storage on your phone, no folders are traversed, and no Personal information is collected about you.

### ***Personal Information Privacy***

All the information is saved securely in a database that can only be seen by the user and authorized PerSoN Clinic Personnel and will not be shared with any third party for any purpose.

#### **SMS Messaging Privacy**

As part of specific programs like the Smoke Cessation Program, we may collect mobile phone numbers to deliver supportive text messages.

We use this information **\*\*only for program-related messaging\*\*** and will never share your mobile number with third parties or affiliates for promotional purposes.

You may opt out of text messages at any time by replying "STOP," or request support by replying "HELP" or contacting [Help@PerSoNclinic.com](mailto:Help@PerSoNclinic.com).

- The user can edit and update their Personal information in the app at any time.
- Please note, PerSoN Clinic INC works closely with research institutions to develop the most effective patient engagement platform and works closely with behavioral and clinical health scientists. You are not obliged to take part in those studies, and you should not feel coerced. If you choose to withdraw, you may do so without a disadvantage to yourself and without any obligation to give a reason. Should you withdraw, PerSoN Clinic



reserves the right to use your anonymized data in the write-up of the study and any further analysis that may be conducted by PerSoN Clinic INC, unless you send a written request via email to withdraw to [MyPrivacy@PerSoNclinic.net](mailto:MyPrivacy@PerSoNclinic.net)



- PerSoN Clinic will never know your password. Passwords will be stored using MD5 techniques. We are committed to conducting our business in accordance with these principles to ensure that the confidentiality of Personal information is protected and maintained.

### ***Your Access to and Control Over Information***

You can do the following at any time by contacting us via the email address [MyPrivacy@PerSoNclinic.net](mailto:MyPrivacy@PerSoNclinic.net)

- Opt out of receiving SMS messages or request that your mobile number be removed from future campaign communications.
- Request to delete any Personal data we have about you.
- Express any concern or report about data confidentiality breaches.
- PerSoN Clinic INC team is committed to responding to all user email inquiries as soon as possible or within 48 hours.

### ***Professional Assurance***

You are responsible for your health. PerSoN Clinic INC is not a medical organization and will not provide you with any medical advice or diagnosis. PerSoN Clinic INC does not provide related or relevant details to a medical expert.

### ***Smoke Cessation Program – SMS Consent and Terms***

The Smoke Cessation Program delivers supportive text messages designed to help you quit smoking and stay tobacco-free. When you opt in, you'll receive motivational messages, quit tips, coping strategies, and reminders tailored to your stage in the quitting journey.

We'll also periodically check in with you by asking how many cigarettes you've smoked to help track your progress and personalize your support.

You can cancel the SMS service at any time. Just text "STOP" to the short code 87232. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at [Help@PerSoNclinic.com](mailto:Help@PerSoNclinic.com).

All mobile numbers collected as part of the Smoke Cessation Program will be used solely for program-related communications.

PerSoN Clinic INC does not share, rent, or sell mobile numbers or SMS opt-



in information to any third parties or affiliates for marketing or promotional purposes.

You may opt out at any time by replying "STOP" to any message. You may also contact [Help@PerSoNClinic.com](mailto:Help@PerSoNClinic.com) for assistance.

Message frequency is 1–3 messages per day. Message and data rates may apply.

Carriers are not liable for delayed or undelivered messages.

As always, message and data rates may apply for any messages sent to you from us and to us from you. You will receive 1–3 messages per day, including periodic check-ins about your cigarette consumption. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

All data collected as part of this program is subject to the terms outlined in this Privacy Policy.

#### **Health:**

- You are responsible for your health. PerSoN Clinic INC is not a medical organization and will not provide you with any medical advice or diagnosis. The purpose of PerSoN Clinic INC product and Services is solely to help users to record their chronic condition. PerSoN Clinic INC is not responsible for any Personal injury or any other damages that may have been the result, direct or indirect, of any use or misuse of the Services.

#### **Disclaimer / limitation of liability:**

- You use the PerSoN Clinic service at your own risk. The Service is provided AS IS, without any warranties, and PerSoN Clinic INC does not warrant that the service and availability will be uninterrupted or error-free. PerSoN Clinic INC does not assume any responsibility for errors or omissions in the information or software or other documents. References or links to third parties' websites are provided "AS IS" without warranty of any kind, either express or implied.

#### **Governing Law:**



- These Terms and the use of the Services are governed by the laws of the United States, except for its conflicts of laws principles. All claims arising out of or relating to these terms, or the service shall be resolved by the public US courts.

### ***PerSoN Clinic INC Complies with the Privacy Shield Framework(s)***

PerSoN Clinic INC complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal information transferred from the European Union to the United States. PerSoN Clinic INC has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms of this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/> \_

In compliance with the Privacy Shield Principles, PerSoN Clinic INC is committed to resolving complaints about our collection or use of your Personal information. EU individuals with inquiries or complaints regarding our Privacy Shield policy should first contact PerSoN Clinic INC by sending email to [MyPrivacy@PerSoNclinic.net](mailto:MyPrivacy@PerSoNclinic.net)

PerSoN Clinic INC has further committed to refer unresolved Privacy Shield complaints to European Data Protection Authorities (DPA), an alternative dispute resolution provider located in the EU member state ([http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm)). If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your claim to your satisfaction, please contact or visit [MyPrivacy@PerSoNclinic.net](mailto:MyPrivacy@PerSoNclinic.net) for more information or to file a complaint. The services of reviewing your complaint are provided at no cost to you.

### ***System update***

The PerSoN Clinic INC team mission is to empower patients, caregivers, care team and health researchers with the most effective Digital Health Communication and meaningful patient-reported outcomes. Therefore, PerSoN Clinic is working closely with our advisory board that includes world-renowned scientists and medical doctors to bring best practices and features to bear. Please check the app store for periodic system updates for added, new, and improved features.



**Support at - [Help@PerSoNClinic.com](mailto:Help@PerSoNClinic.com)**

PerSoN Clinic INC Feedback menu uses to send user-facing issues through e-mail in the app.

VERSION HISTORY			
VERSION	AUTHOR	DATE	COMMENTS
1.0	Sarah Iranpour	03/20/2023	Created document
1.1	Millie Kristiansen	04/15/2024	Review & update
1.2	John Ozer	03/30/2025	Add smoke cessation consent
1.3	John Ozer	09/30/2025	Review & update