

Privacy Policy

INTRODUCTION

Somerset Mental Health and its subsidiaries and other affiliates recognizes and supports the privacy rights of all persons, and we respect these rights when we collect and process personal information (“PI”). We have developed and adopted this Privacy Policy to describe our privacy values and guide our processing of personal information. By purchasing, subscribing to, or utilizing the Products and/or Services, or registering to attend, attending and/or participating in any Somerset Mental Health sponsored events or other events in which Somerset Mental Health participates, you agree to be bound to the terms and conditions of this Privacy Policy.

The obligations and responsibilities set out in this Privacy Policy are applicable to Somerset Mental Health and its personnel and will be made available on Somerset Mental Health ’ website (www.somersetmentalhealth.com/privacy-policy). The obligations and responsibilities set out in the Privacy Policy are in addition to any other applicable policies or agreements entered into with Somerset Mental Health and any applicable laws and/or regulations.

SCOPE

At Somerset Mental Health , privacy matters. Somerset Mental Health respects the privacy of its clients and other individuals with whom Somerset Mental Health has business interactions

This policy is global, applying to all Somerset Mental Health locations. It applies to personal information regardless of format. For example, the policy applies to computerized records and electronic information as well as paper-based files.

It is also applicable to all personal information that is collected, maintained or processed by Somerset Mental Health . The concepts enumerated in this policy will guide Somerset Mental Health ’ selection and expectations of its Clients, partners, agents and/or contractors to

whom Somerset Mental Health transfers and relies on for processing of personal information.

What Information We Collect or Process

Somerset Mental Health processes and in certain situations collects personal information as needed to deliver its Products and Services and manage its business. When collecting personal information, Somerset Mental Health does so in a reasonable and lawful manner.

The types of information and the purposes for which Somerset Mental Health collects or processes personal information may include:

CLIENTS

Somerset Mental Health uses such personal information only for relevant, appropriate, and customary purposes. Somerset Mental Health will not share or disclose personal information for purposes other than as described herein. Capitalized terms used in this Privacy Policy shall have the meaning as given in Client's Master Services Agreement (MSA). The following are examples of some of the personal information Somerset Mental Health may process.

Credit Card Information

Somerset Mental Health only collects credit card information in order to bill for purchased or subscribed to Products and Services. Somerset Mental Health utilizes third-party credit card payment processing agents (where these agents are required to implement reasonable and appropriate measures to protect and secure this information from loss or misuse) solely for the purpose of processing payments for those Products and Services purchased or subscribed to. These payment processors' use of your personal information is governed by their privacy policies, as well as adhering to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like American Express, Visa, Mastercard, and Discover.

How Do I Turn Cookies Off

It is usually possible to stop your browser from accepting cookies, or to stop it from accepting cookies from a specific website. Most modern browsers allow you to change your cookie settings. You can usually find these settings in the 'options' or 'preferences' menu of your browser. To understand these settings, you can use the 'Help' option in your browser for more details. It is solely your responsibility to stop cookies in your browser.

Note: If you block the use of cookies, then this will limit the service that we are able to provide to you and may affect your visitor/user experience.

How We Use the Information We Collect

We use your information primarily and as necessary to provide you with the various Somerset Mental Health Products and Services, including but not limited to one or more of the following ways: to create your accounts and allow use of our Products, to provide technical support and respond to Client inquiries, to prevent fraud or potentially illegal activities, enforce our other agreements with you, to notify Clients of application updates, and to inform Clients about new products or promotional offers.

SENSITIVE INFORMATION

Somerset Mental Health recognizes that for some sensitive information, affirmative express consent from individuals is required and must be obtained if such information is to be (i) disclosed to a third party or (ii) processed for a purpose other than those for which it was originally collected or subsequently authorized by the individuals through the exercise of opt-in choice. In addition, Somerset Mental Health shall treat as sensitive any personal information received from a third party where the third party identifies and treats it as sensitive.

Sharing Your Information

We may disclose or report information that individually identifies Clients, Subscribers or devices in certain circumstances, such as:

(i) if we have a good faith belief that we are required to disclose the information in response to a valid legal process (for example, a court order, search warrant or subpoena, or to defend or respond to legal actions, and as otherwise authorized by law, or in response to lawful requests by public authorities, including to meet national security or law enforcement requirements); (ii) to satisfy applicable laws, (iii) if we believe that the Products and Services are being used in an unauthorized, unlawful or abusive manner, such as to commit a crime, including to report such criminal activity or to exchange information with other companies and organizations for the purposes of fraud protection and credit risk reduction, (iv) if we have a good faith belief that there is an emergency that poses a threat to the health or safety of a person or the general public, (v) in order to protect the rights or property of Somerset Mental Health , including enforcement of our Intellectual Property Rights and terms of the Agreement(s), and (vi) for all other purposes with your consent. We may also provide your information to third party companies to perform services on our behalf, including but not limited to payment processing, data analysis, message delivery, hosting services, customer service, and marketing.

If Somerset Mental Health enters into a merger, acquisition or sale of all or a portion of its assets or business, Client and Subscriber information, including personal information, will also be transferred as part of or in connection with the transaction as per applicable law.

INFORMATION DISCLOSURE

Internal Disclosure

In general, personal information may be shared within Somerset Mental Health , where legally permitted for reasonable and appropriate corporate purposes. However, even within Somerset Mental Health , we restrict access to personal information to those employees, agents, or contractors who need access to carry out their assigned functions.

Security of Your Information

We implement security measures we believe are reasonable to protect your information. It is important that you protect and maintain the security of your account and you need to immediately notify us of any unauthorized use of your account. Remember, no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your personal information, we cannot and do not guarantee its absolute security.

Protecting Personal Information

To help protect the confidentiality of personal information, Somerset Mental Health employs security safeguards appropriate to the sensitivity of the information and in accordance with this Privacy Policy. These safeguards include reasonable administrative, technical and physical measures to safeguard the confidentiality and security of personal information against anticipated threats and unauthorized access to personal information. No transfer of your personal information will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information. Additionally, we convey safeguard obligations to our agents who receive personal information from or on behalf of Somerset Mental Health in the course of their relationship with our organization as described above in the section titled External Disclosure.

Retention of Data

Personal information collected by Somerset Mental Health will be retained for as long as necessary and legally permitted for the purposes for which it was collected, to provide you with Products and Services, enforce our legal agreements and policies and to conduct our legitimate business interests or where otherwise required by law.

Data Integrity

Somerset Mental Health employs reasonable means to keep personal information accurate, complete, and current, as needed for the purposes for which it was collected.

HOW TO ACCESS AND UPDATE YOUR INFORMATION

We generally provide individuals with an opportunity to examine their own personal information, confirm the accuracy and completeness of their personal information, and have their personal information updated, if appropriate.

The ability of an individual to access his or her personal information is not unlimited, however. An individual's ability to access personal information may be limited, for example, where (i) the burden or expense of providing access would be unreasonable or disproportionate to the risks to the individual's privacy, (ii) the information should not be disclosed due to legal or security reasons or to protect confidential commercial information; or (iii) providing access would compromise the privacy of another person.

If you have created a user profile on a portal, you may also access and revise the personal information in your user profile when you log into your account.

Individuals who wish to access or update their personal information not accessible via a portal should direct such communications to Somerset Mental Health at:

Somersetmentalhealth.com

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) is United States legislation that provides data privacy and security provisions for safeguarding medical information. Client acknowledges and agrees that unless the Somerset Mental Health Products and Services description expressly states otherwise, the Products and Services do not comply with the requirements of the Health Insurance Portability and Accountability Act, as amended, and its implemented regulations. Unless the Products and Services description expressly states otherwise, Client agrees that it will not use the Products and Services to create, receive, transmit, maintain, store, use, disclose, or otherwise cause the Products and Services to handle Protected Health Information (“PHI”) as defined under HIPAA. Client retains complete and full responsibility to ensure that the Products and Services are only applied to use-case scenarios where the Products and Services do provide the necessary level of security and privacy protections. CLIENT’S AGREEMENT TO THIS PROVISION IS A MATERIAL CONDITION OF MAKING THE PRODUCTS AND SERVICES AVAILABLE TO CLIENT. In addition to any indemnity requirements in these Terms, Client shall indemnify, defend and hold harmless Company, Company Affiliates and all of the directors, officers, managers, partners, employees, agents, representatives, heirs, successors and assigns of Company and each of Company’s Affiliates against all actions, claims, losses, penalties, fines, assessments, administrative costs, credit protection costs, damages and expenses (including reasonable attorneys’ fees) arising out of Client’s violation of the provisions of this section, caused in whole or in part by any act or omission of Client, or of anyone employed by or acting as a subcontractor, representative or agent of Client. Any limitation on liability set forth in the terms of the Master Services Agreement or any other agreement between Company or its Affiliates and Client shall not apply to Client’s liability under this provision.

CHANGES TO OUR PRIVACY POLICY

Somerset Mental Health reserves the right to change this Privacy Policy at our discretion subject to business or legal requirements. You are advised to review and check this Privacy Policy from time to time and particularly before you provide personal information to Somerset Mental

Health . Changes to this Privacy Policy are effective when they are posted on this page. By continuing to use our Products and/or Services you are agreeing to be bound by any changes or revisions made to this privacy policy.

CONTACTING US

If you have any questions, comments, or concerns regarding our Privacy Policy or practices, please send an email to somersetmentalhealth.com or write to Somerset Mental Health at the following address:

Somerset Mental Health
149 Enterprise Drive

Somerset, Ky 42501