

## MyCocun Terms of Use

Please read these Terms of Use carefully ("Terms"). These Terms govern and apply to your access and use of the communication platform offered by MyCocun, Inc. By accessing or using the Service, you agree to comply with and to be bound by all of the terms and conditions described in these Terms. If you do not agree to all of these terms and conditions, you are not authorized to use the Service. The terms "You", "Your," and "Yourself" refer to the individual user of the Service.

**You hereby certify that you are (i) over the age of fourteen (14) or have the legal ability to consent to Therapy or have your Parent/Guardian consent to Therapy, and (ii) physically located or are a resident of the State or Country you have chosen as your current residency when creating your Account. You agree to provide "Contact Information" (your personal contact and/or a close family member/relation) to your Provider to act as an information source to be used in case of a mental health crisis or other emergency where knowledge of your location is crucial. You acknowledge that your ability to access and use the Service is conditioned upon the truthfulness of the information you provide regarding your age, residence and Contact Information and that the Providers you access ("Provider(s)") are relying upon this certification in order to interact with you and provide the Services.**

## Site Content

Other than the guidance and advice you receive directly by you from your licensed Provider, the other educational, graphics, research sources and other incidental information on the Site, the Content, 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 represents or warrants that any particular medication or treatment is safe, appropriate, or effective for you. MyCocun does not endorse any specific tests, medications, products or procedures.

## Account Enrollment

To access the Services, you must first enroll 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 Service and, if applicable, in order for providers to send notices to you, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by our Account enrollment form (understanding you may use an

anonymous user name or nickname after you provide certain personal and emergency Contact Information); 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 MyCocun has reasonable grounds to suspect that such Account information is untrue, inaccurate, not current or incomplete, MyCocun reserves the right to transition your treatment to another Provider outside of MyCocun and refuse any future request(s) to use the MyCocun Services. You shall at all times remain responsible for maintaining the confidentiality of your Account password and username (if any) and any other security information related to your Account. MyCocun will not be liable for any loss that you incur as a result of someone else accessing and using your Account, either with or without your knowledge.

## Acceptable Use

You agree not to access or use the Service in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes these terms. You shall not post, use, store or transmit(i) a message or information under a false name; (ii) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (iii) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You shall not attempt to disrupt the operation of the Service by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You shall not use the Service in any manner that could damage, disable or impair the Service. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access the Service for any purpose. Neither MyCocun nor its affiliates are under any obligation to respond to messages posted on the Service. You are solely responsible for the information or material you post on the Service.

The following terms apply to any App accessed through or downloaded from any source (such as the Apple App Store or other similar platforms) where the App is made available (each such distribution platform an "App Provider"). You acknowledge and agree that:

these Terms are between you and MyCocun, and not with the App Provider, and that MyCocun (not the App Provider), is solely responsible for the App; and the App Provider has no obligation to furnish any maintenance and support services with respect to the App claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of MyCocun.

If you download the App, such as a stand-alone software product or a browser plugin, you agree that from time to time, the software may require that you download upgrades, updates and additional features we publish in order to improve, enhance, and further develop the software, Service, or App. The Service may change from time to time and/or MyCocun may stop (permanently or temporarily) providing the Service (or features within the Service), possibly without prior notice to you.

## Payment

Any payment you make for the use of the Services is used to compensate MyCocun for its software development, overhead, administrative services and other corporate costs and fees, including transaction fees for credit card usage. You agree to pay all fees and charges associated with your Account on a timely basis in accordance with the fee schedule, and the terms and rates published by MyCocun from time to time. Such fees and charges (including any taxes and late fees, as applicable) may be charged to the credit card you provided during the initial setup of your Account. You agree to maintain valid credit card information in your Account.

By providing MyCocun with credit card information you authorize MyCocun to bill and charge your credit card.

## Providers

MyCocun does not directly employ the Providers matched through the Service. MyCocun created a modern, health network of telecounseling, trained and accredited Providers. The MyCocun Network works with independent, licensed, insured and vetted professional Providers. In order to receive approval to practice using the MyCocun Network, the applying Provider must be found to be in compliance with the policies and procedures of MyCocun, National Committee for Quality Assurance (NCQA) standards, federal and state guidelines, and must receive written approval from MyCocun. This verification process includes, but is not limited to:

Verification of licensure. The practitioner holds a valid, current license to practice which is verified directly from the state license agency.

Verification of proper education and degree.

Verification of board certification for practitioners that state they are board certified.

Verification of a minimum of two years work history and confirmation that the Provider can practice independently at the highest applicable state level of licensure.

Verification of malpractice insurance. A copy of the current malpractice coverage that shows the dates and amounts of coverage obtained from the malpractice insurance carrier or the practitioner.

Verification of any applicable specialized training. Written verification is needed for the completion of any specialized training the practitioner has received from the school or training program that provided the training.

MyCocun is working to create a national network of accredited therapists and counselors, and constantly seeks improved data science in order to better understand our member's needs. All that stated, You are always advised to exercise a high level of care and caution in the use of MyCocun Network of Providers as you would in making any mental health or medical decision. You should never disregard, avoid, or delay obtaining medical advice from your primary doctor or other qualified healthcare Provider or by using or combining MyCocun with traditional face-to-face appointments; solely because of information you saw on the MyCocun site or advice you received through a MyCocun Network Provider. MyCocun supports a holistic approach to mental health and the choices You have to create the best therapeutic journey that matches your individual needs.

## Intellectual Property

All of the content available on or through the service is the property of MyCocun or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Service to any third party. All software and

accompanying documentation made available for download from the Service is the copyrighted work of MyCocun or its licensors. Any copy made of information obtained through the Service must include all applicable copyright notices.

"MyCocun" is a copyrighted term. All rights reserved. Subject to the terms of this Agreement, MyCocun 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 Service to the extent, and only to the extent, necessary to access and use the Service.

The license granted herein does not permit you to, and you agree not to: (i) 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 Service; or (ii) transfer, distribute, sell, lease, rent, disclose or provide access to the Service to any third party or use the Service to provide service bureau, time sharing or other services to third parties.

## Disclaimers

ACCESS TO THE SERVICE 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, MyCocun DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, MyCocun DOES NOT WARRANT THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY,

WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE 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. MyCocun 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.

## Limitations of Liability

IN THE EVENT OF ANY PROBLEM WITH THE SERVICE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICE. UNDER NO CIRCUMSTANCES SHALL MyCocun, ANY MyCocun LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE BE LIABLE IN ANY WAY FOR YOUR USE OF THE SERVICE OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANYCONTENT, 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.

UNDER NO CIRCUMSTANCES SHALL MyCocun, ITS LICENSORS OR SUPPLIERS OF NON-MEDICAL/ MENTAL HEALTHCARE SERVICES OR ANY THIRD PARTY WHO PROMOTES THE SERVICE 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 SERVICE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE,

STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF MyCocun OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

## Hyperlinks

Any link (including a hyperlink, button or referral device of any kind) used in the Service is provided for your use and convenience. The appearance of a link does not constitute an endorsement, recommendation or certification by MyCocun, nor should the presence of a link in any way be construed as a suggestion that any third party website has any relationship to MyCocun. MyCocun does not endorse the content on any third-party websites. MyCocun is not responsible for the content of linked third-party websites or third-party advertisements, and does not make any representations regarding its content or accuracy. MyCocun does not knowingly link to websites that may infringe on valid and existing trademarks, service marks, copyrights or patents. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such websites.

Security: At MyCocun we encrypt our data from day one. All Private Health Information is stored with full HIPAA compliance. In the United States, applicable HIPPA laws require at least seven years of data retention.

## Termination

MyCocun may suspend or terminate your access to the Service at any time, for any reason or for no reason at all. MyCocun has the right (but not the obligation) to refuse to provide access to



the Service to any person, agency or organization at any time, for any reason or for no reason at all, in our sole discretion. MyCocun reserves the right to change, suspend, or discontinue all or part of the Service, temporarily or permanently, without prior notice.

## Privacy

To address raised quality assurance concern(s) that may apply to an individual Provider, a state-wide compliance issue or a national network issue. You consent to MyCocun If your particular complaint requires a review of Session Transcripts in the original form, you consent to a MyCocun Licensed Oversight Provider accessing your account only to respond to your particular complaint or raised issue.

[Privacy Policy Link](#)

All de-identified data, meta-data and research data collected by MyCocun through your use of the Services remains the sole property of MyCocun. MyCocun may share some or all of this research data with third parties in connection with joint or outside research, analytics, or similar purposes. Research data is used in non identifiable aggregate form, that is, as a statistical measure, but not in a manner that would identify you personally. You shall not request that MyCocun remove or delete any of such data.

You agree that the email username you provide can be used by MyCocun to send you marketing offers from MyCocun.

You acknowledge that MyCocun must store all personal data as required by law, typically for no less than seven (7) years, and may not delete such medical records data, even upon your direct request.

## Disputes

Any dispute or claim relating in any way to your use of the MyCocun Service will be resolved by binding confidential arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to these Terms.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must interpret these Terms as a court would.

It is agreed that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, MyCocun and you each waive any right to a jury trial. It is further agreed that you may not bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## General

These Terms are governed by the laws of the state of Pennsylvania, without regard to any conflict of laws rules or principles. You agree to submit to the venue and jurisdiction of the Philadelphia courts in the cases that arbitration is not successful or is assigned or appealed to a civil court. MyCocun's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or

unenforceable by a court, the remaining provisions of these Terms will remain in effect. Notices required to be given to you by MyCocun may be delivered by electronic mail to the address provided during the creation of your Account. These Terms constitute the entire Agreement between MyCocun and yourself regarding the Service, and supersede and replace any prior agreements you and MyCocun might have regarding the Service. MyCocun may revise these Terms from time to time without notice to you. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. We encourage you to read the stems periodically.

Parent/Guardian Signature (if under 14)

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Date

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