



With Me When Terms of Use

Last updated: November 22nd, 2021

Welcome to Accanto Health's, with brands The Emily Program and Veritas Collaborative, With Me When. All Users of the mobile and web-based apps and all related products and services (collectively, the "**Services**") are subject to the following terms and conditions of use (these "**Terms of Use**"). Please read these Terms of Use carefully and thoroughly before accessing or using any part of the Service.

If you do not agree to these Terms of Use, you will not be able to access or use any part of this Service.

- a. Acceptance of Terms of Use:** These Terms of Use are an electronic contract that constitute a legally binding agreement between you, Accanto Health, The Emily Program P.C, TEP Management, L.L.C., Veritas Collaborative L.L.C., and its affiliates (collectively, "With Me When", "we" or "us"). "**Users**" (including "you") refer to all visitors of With Me When, including clients, parents/legal guardians, providers, and other individuals not affiliated with Accanto Health. By accessing or using the Service, you agree that you have read, understand, and agree to be bound by these Terms of Use and agree to be bound by the With Me When Privacy Policy which is incorporated by reference into these Terms of Use.
- b. Revisions to the Terms of Use:** Provisions in With Me When's Terms of Use may be added, removed, or modified at any time, and With Me When reserves the right to do so in its sole discretion. Users will be notified that the Terms of Use has changed via a notice in With Me When. Users are strongly encouraged to review the Terms of Use periodically for changes. All amended Terms of Use automatically take effect immediately after they are posted to With Me When. If you do not agree to the Terms of Use as amended, continued use of the Service will not be permitted. Your continued use of the Service after the amended date will constitute that you have read, understood, and agreed to the current version of the Terms of Use.

The term "**With Me When**" means the mobile and web-based application and all related products and services by Accanto Health, The Emily Program P.C, TEP Management, L.L.C., Veritas Collaborative, L.L.C., and its affiliates.

"**Post**" and "**Posting**" are used in these Terms of Use to mean the act of submitting, uploading, storing, sharing, or completing a similar action in With Me When.

"**Protected Health Information**" means all individually identifiable health information used within With Me When. This includes demographic information such as first and last name, date of birth, medical record number and other health information related to the User's physical or mental health.

"**Software**": The Software and technology that enable With Me When, including any updates and bug fixes.

"**Staff person**" means an Emily Program employee with whom the User interacts with and/or whom uses the information the User submits and completes for treatment-related purposes. This may be a clinical provider or administrative staff person.

“Users” mean all individuals who are accessing With Me When including clients, parents/legal guardians, staff persons, and other individuals not otherwise affiliated with Accanto Health.

- e. **Eligibility to Use With Me When:** Users must be 18 years of age or older in order to use With Me When. Users between the ages of 13 and 18 may only access or use With Me When with the written authorization of a parent or legal guardian who agrees to the Terms of Use. A parent or legal guardian of a User between the ages of 13 and 18 may use the application on the minor User’s behalf. User’s under the age of 13 may NOT access or use With Me When.

- f. **Account Access:** Users are required to create a User account via With Me When in order to use any features of the Service. Each User of With Me When will have their own set of log in credentials, including a unique user name and individually created password. Users are responsible for their account access, including log in credentials and password. Users are solely responsible for any activity resulting from the use of the user’s log in credentials. Users represent and warrant that the information you provide to With Me When is true, accurate, and up to date to the best of your ability.

Users may not share their log in credentials with any other individual or allow another individual or third party to access their account on their behalf. Users agree to make reasonable efforts to prevent unauthorized access to their With Me When account. Users should use particular caution when accessing the account from a public or shared device so that others are not able to view or record the user’s password or other personal information.

- g. **Electronic Notices:** With Me When may communicate with you by email or posting notice on With Me When. Users may request that we provide notice of security breaches in writing.

Users agree to receive email from us at the email address you provided to us for customer service-related purposes.

By using With Me When, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of With Me When. If we learn of a security system’s breach, we may attempt to notify you electronically by posting a notice on With Me When or sending an email to you. You may have a legal right to receive this notice in writing. To receive written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at Accanto Health: Attn: Privacy Officer, 2265 Como Ave., St. Paul, MN 55108.

- h. **Term and Termination:** These Terms of Use remain in full force and effect while you are a User. A User may terminate their use of With Me When at any time by contacting us in writing at Accanto Health: Attention: Privacy Officer, 2265 Como Ave., St. Paul, MN 55108. Users should be aware that any information posted to With Me When prior to termination of the application may remain in the use and possession of With Me When.

- i. **Violations to the Terms of Use:** If Users do not act accordingly with the Terms of Use or Privacy Practices, With Me When may limit and/or prohibit a User’s access or use of With Me When.

With Me When reserves the right to suspend or terminate a User’s account and prevent access to With Me When for any reason, at our sole discretion. We reserve the right to refuse to provide the With Me When service to any User in the future. With Me When is not required to provide a User with notice prior to terminating your use of the Service and is not required, and may be prohibited, from disclosing a reason for the termination of the User’s account.

With Me When may review and remove any User's content for any reason and at any time, including for activity which, in its sole judgement, violates these Terms of Use, violates applicable laws, rules, or regulations, is abusive, disruptive, offensive, illegal, or violates the rights of or harms or threatens the safety of others.

Users are responsible for any claims, fees, fines, penalties, or other liability incurred by With Me When or other Users caused by or arising out of a User's breach of these Terms of Use and use of With Me When.

Users agree to use With Me When only for its intended purpose. Users must use With Me When in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of With Me When are prohibited:

- Posting false, inaccurate or misleading information;
- Posting material that is unlawful, obscene, defamatory, abusive, libelous, threatening, racially or ethnically offensive, or inappropriate;
- Harassing, stalking or posting irrelevant material;
- Impersonating another person or representing yourself as a staff person;
- Harvesting usernames, addresses, email addresses, or other User information for any purpose;
- Interfering, accessing, tampering with or disrupting the Service or the servers or networks connected to the Service;
- Attempting to probe, scan or test the vulnerability of With Me When or network or breach any security or authentication measures;
- Using meta tags or other hidden text or metadata utilizing With Me When's trademarks, logos or URLs without the With Me When's express written consent;
- Posting or otherwise transmitting any material that contains software viruses, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Using or displaying any part of the Service including trademarks, logos, or other proprietary information, or the layout and design of any page or other devices containing any reference to With Me When without any prior written authorization from With Me When.
- Posting advertising, marketing, or spam links or content;
- Using With Me When in an illegal way or to commit an illegal act.

- j. **Confidentiality and Security:** With Me When complies with the requirements of the "Privacy Rule" and the "Security Rule" as defined by the Health Insurance Portability and Accountability Act ("45 C.F.R. HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act").

With Me When provides a service to allow Users to post Personally Identifiable Information and Protected Health Information and send it to Emily Program staff persons. Staff persons agree to treat the information they receive and obtain through With Me When as confidential information in accordance with the Privacy Rule.

With Me When will implement reasonable safeguards to prevent the use of disclosure of protected health information other than as provided in the Terms of Use, including administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of that information.

In the event of a security incident, impacted Users' whose protected health information is not provided for within these Terms of Use or when unauthorized access to a User's protected health information has occurred will be notified in writing.

- k. Use of Content:** Users acknowledge that all of the information and content on With Me When is provided “as-is” for informational purposes only. With Me When does not give medical, legal, or psychological advice, diagnoses, or treatment. With Me When may provide beneficial information on eating disorders and other mental and physical health illnesses, but is not intended to substitute for professional advice, diagnoses, or treatment. Users assume full risk and responsibility for the use of or reliance on information users receive from or through With Me When.

The Users use of With Me When does not create a patient or client relationship with With Me When. Users should consult with qualified health professionals who are familiar with your individual health care needs and specific healthcare issues. Users should not disregard professional advice or delay in seeking professional advice because of information you read on With Me When.

If the User is receiving eating disorder treatment from Accanto Health, With Me When may use the information that Users have posted to the application for purposes of the eating disorder diagnosis, treatment, payment and reporting purposes. Once a User’s content is made available to a staff person, this information remains in the possession of the staff person even when you terminate your use of With Me When.

With Me When is not appropriate for emergency or urgent matters. Users agree not to use With Me When for emergency or urgent medical matters. Users agree that for all urgent or emergency matters, the User will immediately contact their healthcare provider, call 911, or go to an emergency room at a local hospital facility.

- i. Content and Software Ownership:** With Me When or its licensors exclusively own and retain all proprietary rights, title, and interest in the Service, including the Software (defined above) and all associated intellectual property rights contained therein. The Service contain the copy righted material, trademarks, and other proprietary information of With Me When and its licensors. Subject to the terms and conditions of these Terms of Service, With Me When grants Users a personal, limited, non-exclusive, nontransferable, non-sublicensable license to (i) Download and install a copy of the software and technology that enable to Service, together with any updates and bug fixes (the Software) on a mobile device and (ii) Access and use the graphics, audio, articles, marketing communications, photos or profiles and works of authorship of any kind that With Me When provides or makes available via the Service (the “Content”) during the term of these Terms of Use solely in connection with your permitted use of the Service and solely for your personal and non-commercial purposes. With Me When and its licensors retain all rights not expressly granted to you in these Terms.

Users shall not, or shall not enable a third party, to (i) Access or attempt to access any other systems, programs, or data that is not available for public use; (ii.) Copy, reproduce, republish, upload, post, transmit, or distribute any Content that is not User Content; (iii) Work around any technical limitations in the Software, or decompile, disassemble or otherwise reverse engineer the Software except as otherwise permitted by applicable law; (iv) Perform or attempt to perform any actions that could interfere with the proper operation of the Software or Service, or impose an unreasonable or disproportionality large load on the infrastructure; (v) Remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service (including the Software); or (vi) Otherwise use the Software except as expressly allowed under this Terms of Use.

- m. Data Transfers:** We do not automatically transfer Protected Health Information to third parties, such as other healthcare organizations, agencies or insurance providers, without your written request and/or written authorization, unless for purposes of treatment, payment, or other health care operations. We may also share information in other unique situations without your written authorization such as maltreatment of a minor or vulnerable adult, domestic abuse, in cases of public

health activities, during a serious threat to your or another person's health or safety, in limited research capacities, and in judicial and administrative proceedings.

- n. Access, Amendment, and Accountings:** We will facilitate any requirements under the Privacy Rule to give Users access and the ability to amend their Protected Health Information posted to With Me When. We may also facilitate an accounting of disclosures as required by the Privacy Rule.
- o. Data Retention:** With Me When follows all related rules and requirements pertaining to how long your information is retained once posted on With Me When. Information posted on With Me When will be retained for compliance, regulatory, and clinical purposes. With Me When will work with you regarding requests to delete information. We may provide you with copies of Protected Health Information in electronic form upon your request if you decide to stop using With Me When.
- p. Changes to With Me when:** We reserve the right and sole discretion to change, suspend, or discontinue any aspect or feature of With Me When, without notice or liability.
- q. Indemnification and Liability of Waiver:** USERS EXPRESSLY UNDERSTAND AND AGREE THAT (I) YOUR USE OF WITH ME WHEN IS AT YOUR SOLE RISK AND THAT WITH ME WHEN IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY WITH ME WHEN, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; (II) THE RELEASED PARTIES MAKE NO WARRANTY THAT (A) WITH ME WHEN WILL MEET YOUR REQUIREMENTS, (B) THAT WITH ME WHEN WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF WITH ME WHEN WILL BE ACCURATE OR RELIABLE, AND (D) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF WITH ME WHEN IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

USERS AGREE TO DEFEND, INDEMNIFY, AND HOLD WITH ME WHEN AND ITS AFFILIATES, INCLUDING ACCANTO HEALTH, THE EMILY PROGRAM P.C., TEP MANAGEMENT, L.L.C., VERITAS COLLABORATIVE, L.L.C., AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LIABILITIES, LOSSES AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED TO A USER'S USE OF THE SITE, A USER'S VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITH OR WITHOUT LIMITATION OF ANY RIGHT OF PRIVACY, OR INTELLECTUAL PROPERTY RIGHTS, A USER'S VIOLATION OF ANY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION HIPAA, AND A USER'S GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WITH ME WHEN, ACCANTO HEALTH, THE EMILY PROGRAM P.C., TEP MANAGEMENT L.L.C., VERITAS COLLABORATIVE L.L.C., AND ALL AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL WITH ME WHEN, ACCANTO HEALTH, THE EMILY PROGRAM, P.C., TEP MANAGEMENT, L.L.C., VERITAS COLLABORATIVE L.L.C., OR ANY AFFILIATES BE

RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION (INCLUDING USER DATA) CONTAINED THEREIN OR HOW ANY CHANGES TO WITH ME WHEN MAY AFFECT YOU.

- r. **Mediation, Class Waiver, and Waiver of Jury Trial:** These Terms and the relationship between you and With Me When shall be governed by laws of the state of Minnesota without regard to its conflict of law provisions. You and With Me When agree to submit to the personal and exclusive mediation of any disputes relating to your use of the Service under the rules of alternative dispute resolution in the state of Minnesota. Any such mediation, to the extent necessary, shall be conducted in Saint Paul, Minnesota. You covenant not to sue With Me When in any other forum. You also acknowledge and understand that, with respect to any dispute arising out of or relating to your use of With Me When or these Terms:
- a. YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
 - b. YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND
 - c. YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.
- s. **Feedback:** With Me When welcomes feedback, comments, and suggestions for improvements to the Service. Users can submit feedback by contacting With Me When, including by completing and submitting occasional feedback surveys sent to Users after some encounters. To allow With Me When to improve its services, once a User submits feedback, With Me When owns all right, title, and interest in such feedback.
- t. **Entire Agreement:** These Terms of Service constitute the entire and exclusive understanding and agreement between With Me When and the User regarding the Service, and the Terms of Service supersede and replace any and all prior oral or written understandings or agreements between With Me When and the User regarding the same. If you have any questions about these Terms of Service, please contact Accanto Health and request to speak to the Privacy Officer at 1-888-364-5977.