

PHOENIX MENTAL HEALTH PLC  
WEBSITE TERMS OF USE,  
PRIVACY POLICY, AND DISCLAIMERS

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## **ENTIRE AGREEMENT**

This Terms of Use, together with the Privacy Policy and Disclaimers and any click-through agreement to which you may be subject contain the entire understanding and agreement between the parties and supersede any and all prior communications, negotiations, and agreements, whether oral, written, or electronic, between the parties.

## **RESOLVING DISPUTES**

If we have a disagreement or dispute that we are unable to resolve between us, we both agree to continue to try to resolve our dispute in good faith. In this case, the person with the unresolved issue will provide the other a "Notice of Dispute." This Notice of Dispute will include a statement that outlines the reason for the grievance.

Within 20 days of receipt of the Notice of Dispute, we will meet at a mutually agreed upon time and place, electronically or in person, to work, in good faith, to resolve the dispute. Additional meetings shall take place as necessary and as mutually agreed upon. Neither one of us can begin formal proceedings until we have concluded, in good faith, that a reasonable and mutually acceptable resolution is unlikely within 60 days of the Notice of Dispute. Requests for injunctive and other equitable relief are exempted from this requirement.

If we are unable to resolve the dispute within a reasonable period not exceeding 60 days of receipt of Notice of Dispute, we will submit the dispute for non-binding mediation by a single mediator who is competent in the issues involved, using a center of mediation located in Minnesota, using their chosen rules and procedures in effect at the time of mediation— provided that the parties may, but are not required to, agree on another mediation service. The parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties, provided that each party is responsible for their own attorneys' fees, if any.

## **PRIVACY POLICY**

PMH values the privacy of its clients, visitors, and users. PMH collects information only to help it better serve its clients, visitors, and users. It is our policy to only collect and store personal information that is knowingly provided to us.

This Privacy Policy explains our practices regarding the collection of information from this Website that can personally identify you or your organization, and the choices you can make about the way your information is collected and used. This Privacy Policy, including our privacy statement, does not apply to any information you may provide to us or that we may collect offline or through other means (for example, at a live event, via telephone, or through the mail).

PMH does not collect individually identifiable health information through this Website. All information related to the past, present, or future physical or mental health or condition of our clients is handled separately, and in compliance of the Health Insurance Portability and Accountability Act (HIPAA).

## **PERSONAL INFORMATION COLLECTED**

PMH collects and stores contact information from individuals as it is knowingly provided to us, including email addresses. PMH does not distribute personal information or email addresses to third parties except as indicated in WEBSITE HOST and DISCLOSURE OF INFORMATION COLLECTED sections below. We use personal information to contact individuals via email and mail to respond to initial inquiries, to provide additional resources that might be of interest, including detail and updates in the services we offer, upcoming events and trainings, new publications, or other resources. You may choose at any time not to provide personally identifiable information, although this may restrict our ability to provide requested services or information.

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This Website collects personal data to power our site analytics, including:

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- Web pages you visited prior to coming to this Website
- Your IP address

This information may also include details about your use of this Website, including:

- Clicks
- Internal links
- Pages visited
- Scrolling

- Searches
- Timestamps

We share this information with Squarespace, our Website analytics provider, to learn about site traffic and activity. To learn more about Squarespace analytics click [here](#).

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- Web pages you visited prior to coming to this Website
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Squarespace needs the data to run this Website, and to protect and improve its platform and services. Squarespace analyzes the data in a de-personalized form.

## **DISCLOSURE OF INFORMATION COLLECTED**

PMH may disclose personal information that we collect, or you provide, as described in this privacy policy:

- To our subsidiaries and affiliates-
- To contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them-
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of PMH's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by PMH about our Website users is among the assets transferred-
- With your consent.

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- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of PMH, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

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### **CHOICE TO OPT OUT**

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California residents may have additional personal information rights and choices. Please see Your California Privacy Rights for more information.

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## **CONTACT**

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- 1911 Nicollet Ave, Suite 210, Minneapolis, MN 55403
- [mark.zackowski@phoenix-mental-health.com](mailto:mark.zackowski@phoenix-mental-health.com).

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