

PearMinds

Employee Privacy & Confidentiality Policy

At PearMinds, your privacy is our highest priority. This policy explains how we collect, use, protect, and — in very limited circumstances — disclose information shared during counseling sessions and platform use. Please read this document carefully before proceeding.

1. Information We Collect

- **Session Content:** Notes and summaries recorded by your counselor during sessions, with your knowledge and consent.
- **Platform Data:** Login timestamps, session scheduling details, and usage metadata collected to operate the platform effectively.
- **Contact Information:** Corporate email address, provided by your employer for onboarding purposes only.
- **Self-Reported Information:** Any information you voluntarily share through intake forms, mood check-ins, or in-session disclosures.

2. How We Use Your Information

- To connect you with a qualified, matched counselor and facilitate ongoing care.
- To maintain continuity across sessions and improve the quality of support provided.
- To generate anonymized, aggregated insights for your employer (e.g., overall employee wellbeing trends — never individual data).
- To comply with applicable legal requirements or respond to lawful court orders.

3. Confidentiality Guarantee

- All counseling sessions are strictly confidential. Your employer will never receive information about what you discuss in sessions.
- Counselors are bound by professional ethical codes, including standards set by the Indian Association for Counselling (IAC) and applicable mental health guidelines.
- Your individual session records, diagnoses, and disclosures will not be shared with HR, management, or any third party without your explicit written consent.

4. Exceptions to Confidentiality

- **Risk of harm:** If there is an imminent and credible risk of harm to yourself or others, our counselors are obligated to take appropriate protective action.
- **Legal obligation:** If required by a court order or applicable law, limited information may be disclosed — you will be notified whenever legally permissible.
- **Consent:** If you provide written consent for a specific disclosure, we will honor that request.

5. Data Storage & Security

- All personal data is stored on encrypted, access-controlled servers hosted within India, in compliance with applicable data protection standards.

- Access to your records is restricted to your assigned counselor and authorized PearMinds administrators under strict need-to-know protocols.
- PearMinds does not sell, rent, or trade your personal information to any third party for commercial purposes.
- In the event of a data breach that affects your personal information, we will notify you promptly and take immediate remedial action.

6. Your Rights

- **Right to Access:** You may request a copy of the personal data we hold about you at any time.
- **Right to Correction:** You may request corrections to inaccurate or incomplete information.
- **Right to Deletion:** You may request deletion of your data upon leaving the program, subject to legal retention requirements.
- **Right to Withdraw:** You may withdraw consent and discontinue use of the platform at any time without consequence.

7. Data Retention

- Session records are retained for a minimum of 3 years following your last session, as recommended by mental health practice guidelines.
- Upon your request after exiting the program, personal identifiers will be removed from retained records wherever legally permissible.

8. Code of Conduct

- All employees using the PearMinds platform are expected to engage respectfully and honestly with counselors and platform staff at all times.
- **Respectful communication:** Abusive, threatening, discriminatory, or sexually inappropriate language directed at any counselor or staff member is strictly prohibited.
- **Honest engagement:** Providing false information, impersonating another employee, or misusing intake forms to manipulate session allocation is not permitted.
- **Session integrity:** Recording sessions (audio, video, or screen capture) without prior written consent from PearMinds and the counselor is prohibited.
- **Platform misuse:** Using the platform to share, distribute, or solicit content unrelated to mental health support — including spam, solicitation, or illegal material — is a violation of this policy.
- **No-show abuse:** Repeatedly booking and missing sessions without prior cancellation (3 or more times) constitutes misuse of shared counseling resources.
- **Boundary violations:** Attempting to contact your assigned counselor outside the platform through personal channels is not permitted.

9. Warning & Ban Policy

- PearMinds follows a structured, fair process before restricting or suspending any employee's access to the platform.
- **Step 1 — Formal Warning:** Upon a first verified violation of the Code of Conduct, the employee will receive a formal written warning via email, clearly describing the violation and the expected corrective behavior.
- **Step 2 — Temporary Suspension:** A second violation after a warning has been issued will result in a temporary suspension of platform access for a period of 14 to 30 days, depending on the severity of the breach.

- **Step 3 — Permanent Ban:** A third violation, or any single instance of a severe breach (see below), will result in permanent removal from the PearMinds platform. Your employer's HR team will be notified of the ban without disclosure of session content.

10. Immediate Ban Offenses

- Certain violations are severe enough to result in an immediate permanent ban without prior warning. These include:
- **Physical or credible threats:** Making any threat of physical harm against a counselor, PearMinds staff, or another employee.
- **Sexual harassment:** Any sexually explicit, coercive, or harassing communication directed at a counselor or staff member.
- **Deliberate data breach:** Attempting to access, extract, or tamper with another user's records or platform systems.
- **Identity fraud:** Logging in using another employee's credentials or impersonating another person to access sessions.
- **Sharing session recordings:** Distributing any recorded content from a counseling session without authorization, regardless of how it was obtained.
- In all immediate ban cases, the employee will be notified in writing and may submit a formal appeal to main@pearminds.com within 14 days of the ban decision.

11. Appeals Process

- Any employee who believes a warning or ban has been issued in error may submit a written appeal to main@pearminds.com within 14 calendar days.
- Appeals will be reviewed by a designated PearMinds compliance officer, independent of the team that issued the original decision.
- A final decision will be communicated within 10 working days of receiving the appeal.
- During the appeal review period, the suspension or ban remains in effect unless extraordinary circumstances warrant a temporary reinstatement.

12. Contact & Grievances

- For any privacy concerns, data requests, or complaints, please write to: main@pearminds.com
- We commit to responding to all privacy-related queries within 7 working days

Consent & Agreement

By proceeding to use the PearMinds platform, you acknowledge that you have read, understood, and agree to this Privacy & Confidentiality Policy. You consent to the collection and use of your information as described above. This consent is voluntary, and you may withdraw it at any time by contacting us.