# ReiSpace Privacy Policy

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ReiSpace Technologies Inc.

ReiSpace Technologies Inc. ("ReiSpace", "we", "us", or "our") provides digital mental-health and organizational wellness infrastructure for individuals, practitioners, and organizations. This Privacy Policy explains how ReiSpace collects, uses, discloses, protects, retains, and provides access to personal information when you use our website, application, organizational programs, practitioner network, and related services.

This Policy is intended to be read together with the ReiSpace Terms of Service, Consent Framework, Cookie Policy, and any specific notice or consent presented when you use a feature. Where a separate clinical provider is responsible for a clinical record, that provider may also provide its own privacy or consent information.

## 1. OUR PRIVACY COMMITMENT

ReiSpace follows privacy-by-design principles. We aim to collect only information reasonably necessary for defined purposes, use sensitive information only for appropriate purposes, separate organizational sponsorship from individual clinical privacy, restrict access according to role, and give people meaningful information about how their data is handled.

ReiSpace operates across Canadian jurisdictions. The privacy law that applies to a particular activity can depend on the province, the type of information, whether ReiSpace is collecting information for its own purposes or processing it for a regulated health professional or organization, and whether information crosses provincial or national borders. ReiSpace applies its privacy program across those relationships and uses jurisdiction-specific requirements where they apply.

## 2. INFORMATION WE COLLECT

Depending on the feature or relationship, ReiSpace may collect the following categories of information.

Account and identity information
Name, email address, telephone number, login and authentication information, country and province, date of birth or age information, and account status.

Profile, preference, and accessibility information
Language, communication preferences, accessibility needs, service preferences, modality preferences, availability, and optional information about culture, faith, identity, community, lived experience, or other factors you choose to share to improve relevance and matching.

Wellness and guidance information
Responses you provide to ReiGuide or other guided-navigation features, saved wellness activity, journals or trackers where enabled, resource preferences, goals, and information you choose to provide to receive personalized support. ReiGuide supports navigation and next-step guidance. It is not a diagnostic tool.

Matching, referral, and care-navigation information

Your practitioner preferences, search and matching criteria, practitioners viewed or selected, referral status, appointment and booking information, service pathway, coverage or sponsored-session status, and continuity or rematching information.

Clinical information
If you choose to receive clinical care through a practitioner or clinical service connected through ReiSpace, additional health or clinical information may be collected or created for that service. Clinical records are subject to the professional, legal, contractual, and privacy obligations applicable to the treating practitioner or responsible clinical entity. ReiSpace may process or store certain information on behalf of a regulated provider where the platform is used to support care delivery.

Organization-sponsored access information
If access is funded by an employer, university, community organization, government body, funder, or other sponsor, ReiSpace may collect information needed to confirm eligibility, attach or end a sponsored entitlement, administer contracted benefits, and produce approved program reporting.

Payment and transaction information
ReiSpace and its payment service providers process information needed to complete memberships, session payments, refunds, and related transactions. ReiSpace does not need to store your full payment-card number when a payment processor handles that information. ReiSpace may retain transaction references, status, amount, date, entitlement, and reconciliation information.

Communications and support information
Messages sent to ReiSpace, support requests, feedback, consent records, complaints, privacy requests, safety reports, and related correspondence.

Technical, security, and audit information
Device and browser information, IP address, timestamps, authentication activity, system logs, security events, consent history, administrative actions, and other information needed to protect the service, investigate incidents, and maintain an auditable record of sensitive actions.

## 3. HOW WE COLLECT INFORMATION

We may collect information directly from you, from a parent or guardian where applicable, from a practitioner or organization when authorized and necessary to provide a service, from service providers acting on our behalf, and automatically through the platform where required for operation, security, or approved analytics.

We do not treat an organizational sponsor as the owner of an individual's mental-health profile.

## 4. WHY WE USE INFORMATION

ReiSpace may use information to:
provide and administer accounts, memberships, sponsored access, and platform services;
deliver ReiGuide and other navigation, education, resource, and personalization features;
support culturally responsive and preference-based practitioner discovery and matching;
facilitate referrals, booking, payment, coverage, and care continuity;
support clinical-service administration where a practitioner or clinical entity uses ReiSpace;
authenticate users, prevent fraud, protect accounts, investigate misuse, and maintain audit records;

respond to support, privacy, accessibility, and safety requests;
operate, test, maintain, and improve the platform;
prepare privacy-protective organizational reporting;
meet legal, regulatory, contractual, accounting, insurance, and professional obligations; and
carry out other purposes that are explained at or before the time of collection.

We do not sell personal information.

## 5. ORGANIZATIONAL SPONSORS AND EMPLOYER PRIVACY

A sponsor may pay for or authorize access to ReiSpace without owning or controlling the individual's private ReiSpace account.

Standard organizational administrators are not provided with an individual's ReiGuide answers, journal or tracker content, searches, matching preferences, practitioner relationship, messages, clinical notes, appointment details, or individual clinical billing information.

Organizations may receive information needed for eligibility, contract administration, invoicing, and approved aggregate or de-identified program reporting. ReiSpace applies minimum-cohort and other disclosure controls to reduce the risk that aggregate reporting could identify an individual.

We will not disclose identifiable wellness or clinical information to an organizational sponsor merely because that organization funded access. Identifiable information is disclosed only with appropriate authorization or where permitted or required by law.

## 6. PRACTITIONERS, CLINICAL SERVICES, AND HEALTH INFORMATION

ReiSpace is a technology and organizational wellness platform. When you enter a professional relationship with a regulated practitioner, that practitioner remains responsible for professional judgment, informed consent for treatment, clinical documentation, scope of practice, mandatory reporting, and other professional duties that apply to the care relationship.

Depending on the service and jurisdiction, ReiSpace may act as a service provider, information manager, electronic service provider, processor, or other contracted technology provider to a regulated health-information custodian, trustee, practitioner, or clinical organization. ReiSpace uses written data-handling terms where required for those relationships.

## 7. AI-ASSISTED AND AUTOMATED FEATURES

ReiSpace may use approved AI-assisted technologies for limited functions such as navigation, psychoeducation, personalization, or explaining matching or resource options.

AI-assisted features do not diagnose, prescribe treatment, replace a regulated professional, or make emergency decisions. ReiSpace's launch configuration does not use AI clinical scribing as a routine platform feature.

Where an AI-assisted feature processes sensitive information, ReiSpace limits the information to what is reasonably necessary for the approved feature, applies the applicable consent and governance controls, and provides additional notice where appropriate. ReiSpace does not authorize general-purpose model training on identifiable client information without a separate lawful basis and appropriate consent.

## 8. CHILDREN AND YOUTH

Public ReiSpace information and crisis resources may be viewed without a registered account, subject to the safety and content controls applicable to those resources.

For the initial launch, registered ReiSpace accounts are intended for users age 16 and older. This is a product eligibility rule and is not a statement that age 16 is the legal age of contractual or healthcare capacity in every province.

Users age 16 or 17 may be required to obtain parent or guardian authorization for contractual terms, paid membership, or other transactions where the law or the nature of the service requires it. ReiSpace may use age-appropriate privacy language and may request additional authorization when a feature involves sensitive information.

Consent to receive therapy or other regulated health services is separate from consent to use the ReiSpace platform. The treating professional is responsible for applying the consent, capacity, mature-minor, substitute-decision-maker, and parental-involvement rules that apply to the particular service and jurisdiction.

ReiSpace does not intentionally create registered accounts for children under age 16 in the initial launch configuration. A future dependent or youth-account pathway will be introduced only with appropriate guardian, privacy, safety, and product controls.

## 9. CONSENT AND CHOICE

Where consent is the appropriate legal basis, ReiSpace seeks consent that is understandable and proportionate to the sensitivity of the information and the reasonable expectations of the individual.

You may be able to withdraw consent to certain future uses or disclosures. Withdrawal does not require ReiSpace or a regulated provider to erase records that must be retained by law, professional rules, contract, fraud-prevention requirements, or legitimate legal-hold obligations.

Optional information, including many cultural, identity, faith, lived-experience, and preference fields, is voluntary unless clearly identified as necessary for a requested feature.

## 10. SERVICE PROVIDERS AND DISCLOSURES

ReiSpace may use service providers for functions such as hosting, security, authentication, communications, payment processing, application operations, monitoring, and support. We limit access according to the provider's role and use contractual, technical, and organizational safeguards appropriate to the information involved.

ReiSpace may disclose information:
to a practitioner or service provider you choose or authorize;
to vendors acting on our instructions and subject to appropriate safeguards;
to an organizational sponsor only within the boundaries described in this Policy and the applicable organizational agreement;
where reasonably necessary to investigate fraud, abuse, cybersecurity incidents, or threats to the platform;
where permitted or required by law, court order, professional duty, or lawful government authority;

where necessary to respond to a serious and imminent safety concern in accordance with applicable law; or
as part of a corporate financing, reorganization, merger, acquisition, or similar transaction subject to appropriate confidentiality and privacy protections.

## 11. LOCATION AND TRANSFERS

ReiSpace's primary production architecture is designed around Canadian hosting and data-residency controls.

Some supporting service providers may process limited information from another province or country depending on their service architecture. ReiSpace assesses material transfers, limits transferred information, and applies contractual and security measures appropriate to the sensitivity of the information and the applicable jurisdiction. Where a law requires a privacy impact or transfer assessment before a particular transfer, ReiSpace incorporates that assessment into its privacy-management process.

## 12. SECURITY

ReiSpace uses layered administrative, technical, and organizational safeguards appropriate to the sensitivity of the information. These include role-based access controls, authentication safeguards for privileged roles, logging and auditability, secure system configuration, vendor controls, security testing, and encryption controls appropriate to the relevant system layer.

No system can be guaranteed to be completely secure. ReiSpace maintains incident-response procedures and investigates suspected privacy or security events.

## 13. RETENTION, DEACTIVATION, AND DELETION

ReiSpace does not apply one blanket retention period to every category of information.

Clinical records are retained for the period required by the treating professional's applicable law, regulator, contractual obligations, and professional record-keeping requirements. Corporate, transaction, consent, security, and tax records may have different retention requirements. Platform profile and activity data that is no longer needed and is not subject to a legal, clinical, contractual, security, or records obligation is deleted or de-identified according to the applicable retention schedule.

Closing or deactivating a ReiSpace account does not automatically erase a clinical record that a practitioner is required to retain. ReiSpace distinguishes between account deactivation and lawful destruction of underlying records.

## 14. ACCESS, CORRECTION, AND PRIVACY RIGHTS

Depending on the applicable law and relationship, you may have the right to:
request access to personal information held about you;
request correction of inaccurate information;
ask how your information has been used or disclosed;
withdraw certain consents;
request information about service providers or cross-border processing;

raise a privacy complaint; and
request deletion or de-identification where no overriding retention obligation applies.

Some rights may be exercised directly with ReiSpace. If a clinical record is controlled by a practitioner or other health-information custodian, ReiSpace may direct the request to that responsible party or support them in responding.

## 15. COOKIES AND SIMILAR TECHNOLOGIES

ReiSpace uses cookies or similar technologies that are necessary for authentication, security, session management, preferences, and reliable platform operation. Optional analytics or similar technologies, where enabled, are governed by the ReiSpace Cookie Policy and applicable consent settings.

ReiSpace does not sell browsing information for third-party advertising profiles.

## 16. SAFETY AND REQUIRED DISCLOSURES

ReiSpace is not an emergency-monitoring service. If you are in immediate danger, contact local emergency services. In Canada, call 911 for an emergency or call or text 988 for suicide-crisis support.

A practitioner may have professional obligations to act or disclose information in circumstances involving serious safety concerns, child protection, court orders, or other legal duties. ReiSpace may also disclose limited information where permitted or required by law to address a serious and imminent threat.

## 17. CHANGES TO THIS POLICY

We may update this Policy when our services, vendors, product features, legal obligations, or privacy practices change. Where a change materially affects how sensitive personal information is collected, used, or disclosed, ReiSpace will provide appropriate notice and seek additional consent where required.

## 18. CONTACT

Privacy questions, requests, complaints, or concerns may be directed to:

Privacy Officer
ReiSpace Technologies Inc.
Edmonton, Alberta, Canada
privacy@reispace.com

For general platform support: support@reispace.com
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