

Privacy Policy and Terms of Service

Last Modified August 2023

This Privacy Policy and Terms of Service (“Policy”), governs your use of or interactions with our services as described on our website.

By using our website or our services, you consent to and agree to comply with this Policy.

PLEASE READ THIS POLICY CAREFULLY BEFORE USING ANY OF OUR SERVICES.

1. **Security of your Account.**

1.1. **Account Creation and Credentials.** To use our services, you may be required to register an account and/or to register as a user, subject to acceptance by us in our sole discretion. To do so, you may be required to provide us with information, including but not limited to your name, email address, physical address, health information and other information. You may also be required to provide us with information about your healthcare. You agree that the information you provide to us is accurate and that you will keep it up-to-date at all times. Users may be asked to create a strong password and provide a device on which to receive a multi-factor authentication code (collectively, the “**Credentials**”). You agree to keep Credentials confidential and secure and will not give or make your Credentials available, directly or indirectly, to any unauthorized individual. You are solely responsible for maintaining the confidentiality of Credentials, and to the extent allowed by law, you accept responsibility of all activities on your account authenticated through Credentials, whether authorized or not. You acknowledge and agree that if you allow, whether through action or inaction, a person to gain access to Credentials, with or without permission, you are authorizing that person to use your account, and you will be responsible for all disclosures and other matters that result from such access, even if they are fraudulent or unauthorized. Our website services are provided **AS IS** and **AS AVAILABLE** and may be interrupted from time to time beyond our control, including from outages, Acts of God, or Malware or viruses.

1.2. **Lost or Compromised Account or Credentials.** You agree to immediately notify us if you believe that your account has been compromised or accessed without authorization, that someone has attempted or may attempt to make or request payments your account without authorization, or that Credentials have been lost or compromised.

- 1.3. **Reasonable Security Procedures.** You acknowledge and agree that the security procedures provided by us are a reasonable method of verifying your identity.

2. Usage Restrictions

- 2.1. **Acceptable Use Policy.** You promise that you will not use our website or services in connection with any activity prohibited by us or by law. We reserve the right, in our sole discretion, to update or change the acceptable use policy at any time.
- 2.2. **Service for Authorized and Lawful Purposes Only.** You agree that you will not: (i) access, monitor, or attempt to access or monitor any of our materials, systems, programs, or client/patient data that are not available for your or public, use or in any way expressly prohibited by law; (ii) copy, reproduce, republish, upload, post, transmit, or distribute in any way material or content from our website (iii) intentionally distribute malware, viruses, worms, Trojan horses, corrupted files, spyware, adware, or other items of a destructive or deceptive nature through our website or (iv) use or upload any harmful, obscene, abusive or offensive material through our website.
- 2.3. **HIPAA.** In performing our services, you acknowledge that we may directly or indirectly gain access to electronic "Protected Health Information" ("ePHI") as that the term is defined under the federal Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"). You hereby authorize our access to your ePHI.

3. Rights You Grant.

- 3.1. **No Marketing.** We will not list or identify you as a client or patient without your express written consent. You may revoke this consent at any time.
- 3.2. **Contacting You.** As permitted by law, your use of or interaction with our website or services provides your consent to receive informational emails, promotional mailings, calls and text messages at the telephone number(s) provided to us by you. Standard rates and text charges may apply. you can opt out of receiving messages at any time by contacting us.
- 3.3. **Recording of Telephone Calls.** You understand and agree that we may monitor any telephone calls between us for purposes of quality control and for our protection. If you do not consent to the recording of telephone calls by us, do not engage with us by means of a telephone call, or let us know in writing and we will not do so.

- 3.4. **Account Termination.** We reserve the right to suspend or terminate our patient/client relationship, or your access to our website, at any time, and for any reason, including but not limited to for a violation of this Policy, or the failure to pay applicable fees related to our services, in our discretion, without any further liability to you.
- 3.5. **No Liability.** To the extent allowed by law, you agree that we have no responsibility or liability with respect to your data or ePHI that you request or choose to have processed, transmitted, disclosed, or stored in connection with our website or use of our services, including with respect to any data that you request to have deleted.
- 3.6. **Your Data Remains Your Data.** Except as otherwise provided in this Agreement, and as otherwise provided by law, we do not claim ownership of your Data.

4. Payment Terms and Inactivity

- 4.1. **Payment.** You authorize us to use the credit or debit card you have provided to us (as updated from time to time), or the bank account associated with your account to automatically charge you in U.S. dollars for the agreed upon services, at our agreed upon rates, plus any applicable taxes. If we are unable to charge your account for any reason, you agree to pay all past due fees and taxes within 10 business days of notice of non-payment. If your account becomes overdue, we will be entitled to reimbursement for the reasonable costs of collection, including reasonable attorneys' fees and expenses. You acknowledge that we are not responsible for error or omissions or other actions of third-party payment platforms (e.g. Venmo, Zelle).

5. Warranty and Disclaimer

OUR WEBSITE IS PROVIDED "AS-IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT OUR WEBSITE IS COMPLETELY SECURE OR IS FREE FROM BUGS, INTERRUPTIONS, ERRORS, OR OTHER PROGRAM LIMITATIONS, OR THAT ALL ERRORS WILL BE CORRECTED. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

6. Access and Use of the Site.

- 6.1. **General Practice Regarding Use & Storage.** You acknowledge that we may establish general practices and limits concerning use of your data, including the maximum period of time that data or other content will be retained by us and the maximum storage space that will be allotted on our servers on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by us. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.
- 6.2. **Use of Personal Information.** Personal information collected through our website is used by us to, among other things, process and manage your care plan, operate and improve our website, track site usage policies and statistics, make the sites or services easier to use by eliminating the need for you to repeatedly enter the same information, and for other purposes pursuant to your consent. We also use your personal information to communicate with you in other ways. For instance, we may use your personal information to send you an email confirming your appointment. We also may communicate with you regarding your care and regarding your health information.
- 6.3. **Disclosure of Personal Information.** We may provide personal information to other companies who provide services on our behalf, such as laboratories, your other care providers (with your consent), creating your account, handling the processing and delivery of communications, hosting this website, and delivery of content and services provided by this website. We may access, use or disclose your personal information for other reasons, including if we believe such action is necessary to comply with the law or legal process, protect and defend our rights or property, protect the personal safety of users of our website or members of the general public, enforce our Terms of Service or other agreements, investigate or take action with respect to illegal or suspected illegal activities, in connection with a corporate transaction, or otherwise pursuant to your consent. *Personal information will not be posted or published by us, and except as specified in this Policy, it will not be provided to third-parties without your consent.*
- 6.4. **Access to Personal Information.** The update or change the personal information you have provided Healthcare Ready, or to unsubscribe any communication efforts, email us directly.

7. Intellectual Property Rights

You acknowledge and agree that our website may contain content or features (“Site Content”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Site Content, in whole or in part. In connection with your use of our website, you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by us from accessing our website (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of our website other than as specifically authorized by us is strictly prohibited. Any rights not expressly granted herein are reserved by us.

Our name and logos are our trademarks (collectively the “Trademarks”). Nothing herein should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks, without our prior written permission in each instance. All goodwill generated from the use of Trademarks will inure to our exclusive benefit.

8. Confidential Information & Data Rights

- 8.1. **Confidential Information.** We will hold in confidence and use no less than reasonable care to avoid disclosure of any confidential information to any third party, except for our authorized recipients.
- 8.2. **Security.** We have implemented procedures to help protect the personal information and electronic personal health information that you provide to us. However, no method of transmitting or storing electronic data is ever completely secure, and we cannot guarantee that such information will never be accessed, used, or released in a manner that is inconsistent with this Policy.
- 8.3. **Children’s Privacy.** We do not knowingly collect personal information from children under 13. Should we learn that a child under 13 has provided us with personal information we will endeavor delete that information from our database.
- 8.4. **Our Practices With Respect to Non-Personal Information.** We may collect other, non-personal information about you, including the pages you view, the links you click, and other actions taken in connection with your use of our website. We may also collect certain standard information that your browser sends to every website you visit, such as your Internet address, browser type and language, access times, and referring website address. We may use “cookies” (a small, unique identifier text file) and web beacons to gather non-personal information, including information

about your experience with our website (e.g., if you arrived at our website via a link from third-party site, our cookie files may include the URL of the linking page). We view non-personal information as non-confidential, and we may use or disclose non-personal information without restriction or obligation to you. However, we may combine non-personal information with other information, including personal information we have collected about you. If we do combine non-personal information with personal information in this way, we treat the aggregate information in accordance with the practices for personal information that are described in this Policy.

9. **Changes To This Privacy Statement.** We may update this Policy in the future. We will endeavor to notify you about material changes to this Policy by sending a notice to the e-mail address you provided to us or by placing a prominent notice on our website.
10. **Contact Us.** If you have any questions or suggestions regarding our policy, please contact us.