



myHealthAdvisor, LLC's Privacy Policy

Our company's most important value is your trust, which means that we are committed to protecting your privacy and we take great care with your personal information. This policy will help you understand how we use and protect your data. If you have any questions, feel free to contact us at support@thehealthapp.com. Thank you so much for choosing myHealthAdvisor.

BY ACCESSING OR USING THE SERVICES, YOU AGREE TO THE PRACTICES AND POLICIES OUTLINED IN THIS PRIVACY POLICY AND YOU HEREBY CONSENT TO THE COLLECTION, USE, AND SHARING OF YOUR INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY, YOU CANNOT USE THE SERVICES. IF YOU USE THE SERVICES ON BEHALF OF SOMEONE ELSE (SUCH AS YOUR CHILD) OR AN ENTITY (SUCH AS YOUR EMPLOYER), YOU REPRESENT THAT YOU ARE AUTHORIZED BY SUCH INDIVIDUAL OR ENTITY TO ACCEPT THIS PRIVACY POLICY ON SUCH INDIVIDUAL'S OR ENTITY'S BEHALF.

1. Introduction

myHealthAdvisor, LLC ("mHA") is committed to respecting the privacy rights of our customers, visitors, and other users of mHA's healthcare app, myHealthAdvisor ("**App**") and related websites, applications, services and mobile applications provided by mHA and on/in which this Privacy Policy is posted or referenced (collectively, the "**Services**"). We created this Privacy Policy ("**Privacy Policy**") to give you confidence as you use the Services and to demonstrate our commitment to the protection of privacy. This Privacy Policy covers our practices with respect to personally identifiable information ("**Personal Information**") that we gather when you use our Services. This Privacy Policy does not apply to any other web service or digital service that you may be able to access through the Services or any web service or digital services of mHA's business partners, each of which have data collection, storage and use practices and policies that may differ from this Privacy Policy. Remember that your use of the Services is at all times subject to the Agreement (as the term "Agreement" is defined in our [Terms of Use](#)), which incorporates this Privacy Policy. Any capitalized term used but not defined in this Privacy Policy shall have the meaning in the Agreement.

2. Information We Collect

Some of the Services require us to learn more about you so that we can best meet your needs.

2.1 Personal Information We Collect Directly From You

We receive Personal Information directly from you when you voluntarily provide us with such Personal Information, including, without limitation, the following:

- (1) contact data (such as your e-mail address and phone number);
- (2) demographic data (such as your gender, your date of birth and your zip code);
- (3) insurance data (such as your insurance carrier, insurance plan, member ID, group ID and payer ID);
- (4) medical data (such as the doctors, dentists or other healthcare specialists, professionals, providers, organizations, or agents or affiliates thereof (collectively, "**Healthcare Providers**") you have visited, your reasons for visit, your dates of visit, your medical history, and other medical and health information you choose to share with us); and
- (5) other identifying information that you voluntarily choose to provide to us, including without limitation unique identifiers such as passwords, and Personal Information in emails or letters that you send to us.

We may also collect additional information, which may be Personal Information, as otherwise described to you at the point of collection or pursuant to your consent. You may still access and use some of the Services if you choose not to provide us with any Personal Information, but features of the Services that require your Personal Information will not be accessible to you.

2.2 Information we automatically collect when you use our Services

Some information, which may include Personal Information, is automatically collected when you use our Services, such as the following:

- **Traffic Data:** We also may automatically collect certain data when you use the Services, such as (1) IP address; (2) domain server; (3) type of device(s) used to access the Services; (4) web browser(s) used to access the Services; (5) referring webpage or other source through which you accessed the Services; (6) geolocation information; and (7) other statistics and information associated with the interaction between your browser or device and the Services (collectively “**Traffic Data**”). Depending on applicable law, some Traffic Data may be Personal Information.

2.3 HIPAA and PHI

Under a federal law called the Health Insurance Portability and Accountability Act (“**HIPAA**”), some demographic, health and/or health-related information that mHA collects as part of providing the Services may be considered “protected health

information” or “**PHI**.” Specifically, when mHA receives identifiable information about you from or on behalf of your Healthcare Providers, this information is considered PHI.

HIPAA provides specific protections for the privacy and security of PHI and restricts how PHI is used and disclosed. mHA may only use and disclose your PHI in the ways permitted by your Healthcare Provider(s). In addition, you may be asked to e-sign the mHA authorization (the “**mHA Authorization**”). Your decision to e-sign the mHA Authorization is entirely voluntary. If you choose to e-sign the mHA Authorization, you agree that mHA may use and disclose your PHI in the same way it uses and discloses your Personal Information that is not PHI. These uses and disclosures are described in this Privacy Policy. To the extent any provision in the mHA Authorization is inconsistent with this Privacy Policy or other provisions of the Agreement, then the provision in the mHA Authorization only controls with respect to your PHI. If you do not e-sign the mHA Authorization, then your Personal Information that is not PHI is governed by this Privacy Policy and your Personal Information that is PHI is used and disclosed only as permitted by your Healthcare Provider(s).

3. How We Collect Information

We collect information (including Personal Information and Traffic Data) when you use and interact with the Services, and in some cases from third party sources. Such means of collection include:

- When you use the Services’ interactive tools and services, such as searching for Healthcare Providers, searching for available appointments with Healthcare Providers and completing medical history forms (“**Medical History Forms**”) prior to Healthcare Provider appointments;
- When you voluntarily provide information in free-form text boxes through the Services or through responses to surveys, questionnaires and the like;
- If you download and install certain applications and software we make available, we may receive and collect information transmitted from your computing device for the purpose of providing you the relevant Services, such as information regarding when you are logged on and available to receive updates or alert notices;

- If you download our mobile application or use a location-enabled browser, we may receive information about your location and mobile device, as applicable;
- Through cookies, web beacons, analytics services and other tracking technology (collectively, “**Tracking Tools**”), as described below; and
- When you use the “Contact Us” function on the Site, send us an email or otherwise contact us.

4. How We Use Your Information

We may use information that is neither Personal Information nor PHI (including non-PHI Personal Information that has been de-identified and/or aggregated) to better understand who uses myHealthAdvisor and how we can deliver a better healthcare experience (for example, testing different kinds of emails has helped us understand when and how patients prefer to get Wellness Reminders for preventive care), or otherwise at our discretion.

We use information, including Personal Information, to provide the Services and to help improve the Services, to develop new services. Specifically, such use may include:

- Providing you with the products, services and information you request;
- Responding to correspondence that we receive from you;
- Contacting you when necessary or requested, including to remind you of an upcoming event;
- Providing, maintaining, administering or expanding the Services, performing business analyses, or for other internal purposes to support, improve or enhance our business, the Services, and other products and services we offer;
- Customizing or tailoring your experience of the Services, which may include sending customized messages or showing you requested information;
- Notifying you about certain resources, Healthcare Providers or services we think you may be interested in learning more about;
- Sending you information about myHealthAdvisor or our products or Services;
- Sending emails and other communications that display content that we think will interest you and according to your requested preferences;
- Combining information received from third parties with information that we have from or about you and using the combined information for any of the purposes described in this Privacy Policy;
- Using statistical information that we collect in any way permitted by law, including from third parties in connection with their commercial efforts;
- Fulfilling our legally required obligations, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities;
- Resolving disputes;
- Protecting against or deterring fraudulent, illegal, or harmful actions; and
- Enforcing our Terms of Use and other agreements.

5. How We Share Your Information

In certain circumstances, and in order to perform the Services, we may share certain information that we collect from you, as described in this section:

- **Healthcare Providers:** We may share your Personal Information with Healthcare Providers with whom you choose to schedule through the Services. For example, if you complete a Medical History Form using the Services in advance of an appointment and elect to share it with your selected Healthcare Provider, we may share your Medical History Form with such selected Healthcare Providers. Provided that you choose to use the applicable Services, we may share your Personal Information with your Healthcare Providers to enable them to refer you to and make appointments with other Healthcare Providers on your behalf or to perform analyses on potential health issues or treatments. We may share your Personal Information with Healthcare Providers in the event of an emergency.
- We do not sell email addresses to third parties.
- We may share your Personal Information and/or Traffic Data with our partners who perform operational services (such as hosting, billing, fulfillment, data storage, security, insurance verification, or web service analytics) and/or who make certain services, features or functionality available to our users.
- We may share your Personal Information with the insurance provider you identify to us (and do so via our partners) to determine eligibility and cost-sharing obligations, or otherwise obtain benefit plan and other insurance-related information on your behalf.
- **Other Information:** We may disclose information that is neither Personal Information nor PHI (including non-PHI Personal Information that has been de-identified and/or aggregated) at our discretion.

6. Storage and Security of Information

The security of your Personal Information is important to us. We endeavor to follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and in storage.

We store and process your information on our servers in the United States and abroad. We maintain industry standard backup and archival systems.

Your account is protected by a password for your privacy and security. If you access your account via a third party site or service, you may have additional or different sign-on protections via that third party site or service. You must prevent unauthorized access to your account and Personal Information by selecting and protecting your password and/or other sign-on mechanism appropriately, and limiting access to your computer or device and browser by signing off after you have finished accessing your account.

Although we make good faith efforts to store Personal Information in a secure operating environment that is not open to the public, we do not and cannot guarantee the security of your Personal Information. If at any time during or after our relationship we believe that the security of your Personal Information may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we will endeavor to notify you as promptly as possible under the circumstances. If we have your e-mail address, we may notify you by e-mail to the most recent e-mail address you have provided us in your account profile. Please keep your e-mail address in your account up to date. You can update that e-mail address anytime in your account profile. If you receive a notice from us, you can print it to retain a copy of it. To receive these notices, you must check your e-mail account using your computer or mobile device and email application software. You consent to our use of e-mail as a means of such notification. If you prefer for us to use the U.S. Postal Service to notify you in this situation, please email us at support@thehealthapp.com. Please include your address when you submit your request. You can make this election any time, and it will apply to notifications we make after a reasonable time thereafter for us to process your request. You may also use this e-mail address to request a print copy, at no charge, of an electronic notice we have sent to you regarding a compromise of your Personal Information.

7. Your Choices

You can always opt not to disclose information to us, but keep in mind some information may be needed to register with us or to take advantage of some of our features.

If you are a registered user of the Services, you can modify certain Personal Information or account information by logging in and accessing your account. The information you can view, update, and delete may change as the Services change.

If you wish to close your account, please email us at support@thehealthapp.com. mHA will use reasonable efforts to promptly delete your account and the related information. Please note, however, that mHA reserves the right to retain information from closed accounts, including to comply with law, prevent fraud, resolve disputes, enforce the Agreement and take other actions permitted by law.

You must promptly notify us if any of your account data is lost, stolen or used without permission.

8. How Long We Retain Your Information

We retain Personal Information about you for as long as you have an open account with us or as otherwise necessary to provide you Services. In some cases we retain Personal Information for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, prevent fraud, enforce the Agreement, or as otherwise permitted or required by applicable law, rule or regulation. Afterwards, we retain some information in a depersonalized or aggregated form but not in a way that would identify you personally.

9. Information Provided on Behalf of Children and Others

As noted in the [Terms of Use](#), the Services are not intended for use by children and children under the age of 18 are prohibited from using the Services. mHA does not knowingly collect any information from children, nor are the Services directed to children. If you are under 18, please do not attempt to register for the Services or send any Personal Information about yourself to us.

By accessing, using and/or submitting information to or through the Services, you represent that you are not younger than age 18. If we learn that we have received any information directly from a child under age 18 without his/her parent's written consent, we will use that information only to respond directly to that child (or his/her parent or legal guardian) to inform the child that he/she cannot use the Services, and we will subsequently delete that information. If you believe that a child under 13 may have provided us Personal Information, please contact us at support@thehealthapp.com.

If you are between age 18 and the age of majority in your place of residence, you may use the Services only with the consent of or under the supervision of your parent or legal guardian. If you are a parent or legal guardian of a minor child, you may, in compliance with the Agreement, use the Services on behalf of such minor child. Any information that you provide us while using the Services on behalf of your minor child will be treated as Personal Information as otherwise provided herein. If you use the Services on behalf of another person, regardless of age, you agree that mHA may contact you for any communication made in connection with providing the Services or any legally required communications. You further agree to forward or share any such communication with any person for whom you are using the Services on behalf

10. Other Web Services

The Services contain links to or embedded content from third party web services. A link to or embedded content from a non-mHA web service does not mean that we endorse that web service, the quality or accuracy of information presented on the non-mHA web service or the persons or entities associated with the non-mHA web service. If you decide to visit a third party web service, you are subject to the privacy policy of the third party web service as applicable and we are not responsible for

the policies and practices of the third party web service. We encourage you to ask questions before you disclose your information to others.

You may have arrived at the Services from, or began your use of the Services at, a third party web service, including a third party web service that links to mHA or embeds mHA content. The presence of such links or content on third party web services does not mean that we endorse that web service, the quality or accuracy of information presented on the non-mHA web service or the persons or entities associated with the non-mHA web service. You may be subject to the privacy policy of the third party web service as applicable and we are not responsible for the policies and practices of the third party web services. In addition, the policies and practices of third parties do not apply to your information, including Personal Information, obtained pursuant to this Privacy Policy.

11. Updates and Changes to Privacy Policy

The effective date of this Privacy Policy is set forth at the top of this webpage. We will notify you of any material change by posting notice on this webpage. Your continued use of the Services after the effective date constitutes your acceptance of the amended Privacy Policy. We encourage you to periodically review this page for the latest information on our privacy practices. Any amended Privacy Policy supersedes all previous versions. IF YOU DO NOT AGREE TO FUTURE CHANGES TO THIS PRIVACY POLICY, YOU MUST STOP USING THE SERVICES AFTER THE EFFECTIVE DATE OF SUCH CHANGES.

12. Contact Us

If you have any comments, concerns or questions about this Privacy Policy, please contact us at support@thehealthapp.com or at:

myHealthAdvisor, LLC

6295 Greenwood Plaza Blvd., Suite 100

Greenwood Village, CO 80111

Phone: (720) 800-1172

Effective Date: February 26, 2021