

## Privacy and Security Policy

### **Introduction**

**Healthiby, LLC** (“Healthiby”, “we” or “us”) values the privacy and security of its visitors to (“Users” of) [www.healthiby.com](http://www.healthiby.com) (our “Website”) and individuals participating (“Participants”) in Healthiby’s wellness rewards program (our “Program”), who access our software application (“Application”), hosted on subdomains of our Website. The Website, Program, and Application are collectively referred to herein as “Services”.

This Privacy and Security Policy (“the Policy”) is effective March 2019. It summarizes what information we might collect from User or Participant (“you”), and what we will and will not do with it. We use your data to provide and improve the Services. By using the Services, you agree to the collection and use of information in accordance with this Policy. Unless otherwise defined in this Policy, the terms used in this Policy have the same meanings as in our Terms of Service.

Healthiby and its staff and contractors are required to comply with all applicable laws and regulations and expected to conduct themselves well above the minimum legal and regulatory standards. Healthiby will not condone the activities of employees who achieve results through violation of the law or unethical business dealings.

Our Services may contain links to other sites that are not operated by us. If you click a third party link, you will be directed to that third party's site. We strongly advise you to review the privacy policies of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

### **Contact Information**

Should you have any questions about this privacy policy, please contact us at: [admin@healthiby.com](mailto:admin@healthiby.com)

### **Location of the Services**

The Services are operated in the United States and is intended for users located in the United States. If you are located anywhere outside of the United States, please be aware that information we collect, including personal information, will be transferred to, processed, and stored in the United States. By using the Services or providing us with any information, you consent to the transfer, processing, and storage of your information in the United States. You are also consenting to the application of United

States federal and Texas and Nebraska state law in all matters concerning the Services and this Privacy Policy.

### **General Privacy**

Healthiby will:

- Collect, use, and retain only as set forth herein.
- Retain personal information only for as long as necessary or as required by law.
- Limit internal access to and use of personal information to those with a legitimate business reason for seeking that information.
- Use personal information only as set forth herein.

### **Personal Information, Data and Documentation**

It is always up to you whether to disclose personal information, data and documentation (IDD) to us, although if you elect not to do so, some aspects of the Services may not be available to you.

IDD includes the following:

- (1) "Personally identifiable information" means information that can be used to identify you as an individual, such as, for example:
  - your name, email address, phone number, payment information and billing address
  - your Healthiby user ID and password
  - any account-preference or setup information you provide
  - your computer's domain name and internet protocol (IP) address, indicating where your computer is located on the Internet
  - data for your login session, so that our computer can 'talk' to yours while you are logged in
- (2) "Personal health information" means individually identifiable health information that includes:
  - a. Data, documentation or information on:
    - i. Past, present or future physical or mental health status or condition
    - ii. Provision of health care
  - b. In electronic or hard copies:
    - i. Submitted or transmitted by electronic media;
    - ii. Maintained, stored or managed in electronic media; or
    - iii. Submitted, transmitted, maintained stored or managed in any other form or medium.

### ***Use of Personal IDD***

Healthiby may use your IDD to:

- Create, activate, secure and maintain your account on our network;
- Engage in and manage communications and information sharing;
- Identify you as a user in our system;
- Identify you as a user connected to specific other users (e.g., self-created or coaching groups);
- Gather information to improve our service and the quality of customer experience;

- Welcome you to our service offerings and verify ownership of your email address;
- Send account administration email notifications;
- Solicit or respond to your feedback;
- Send you updates or promotional/marketing communications.

We may use your IDD to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or the instructions provided in any email we send.

When we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us; but we will notify you if this is the case at the time.

IDD shared, submitted, emailed or uploaded into our system **will not** be available to or shared with any other Healthiby Users or 3<sup>rd</sup> parties that do not have an agreed or contractual relationship with Healthiby, in which specific protocols on the access, analysis or use of IDD are established and protected.

### ***Marketing***

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. You can contact us regarding your personal data use at [admin@healthiby.com](mailto:admin@healthiby.com)

### ***Promotional Offers from Us and Opt-Out***

We may use your personal contact data and usage data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (direct marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us and you have not opted out of receiving that marketing.

You may opt out of receiving promotional correspondence from us by using the unsubscribe link in the correspondence that we sent to you, or by contacting us at [admin@healthiby.com](mailto:admin@healthiby.com)

### ***Third-Party Marketing***

We will obtain your express opt-in consent before we share your personal data with any third party for marketing purposes.

### **Health Insurance Portability and Accountability Act (HIPAA)**

HIPAA is a Privacy Rule protects all "individually identifiable health information", which is also called protected health information (PHI), that is held or transmitted by a covered entity or a business associate. These terms are defined as follows.

- *Covered Entity: A health plan or a health care provider who stores or transmits any health information in electronic form in connection with a HIPAA transaction.*
- *Business Associate: Any entity, person or organization that:*
  - *uses or discloses PHI on behalf of a covered entity (e.g. group health plan, hospital, etc.).*
  - *performs (or assists in the performance of) a function or activity involving the use or disclosure of PHI.*
  - *creates, receives, maintains, or transmits protected health information on behalf of another business associate or covered entity as a subcontractor*

Healthiby is not a covered entity, as it is neither a plan nor a provider. In certain circumstances, Healthiby may obtain information from a covered entity, in which case Healthiby would be a business associate, and, therefore, subject to certain requirements under HIPAA.

Healthiby is committed to maintaining the privacy of your health information. As such, it will put in place, maintain and periodically review security and privacy protocols, policies, plans, processes and tools to help ensure that Participants' PHI is protected and secure.

In order to deliver our Program and on-board Participants, PHI will be collected, evaluated, displayed in our Application and accessible by relevant users authorized by Healthiby. Demonstrating this commitment and our compliance efforts, Healthiby commits to the following:

- Policies, procedures and plans that describe security measures created, operationalized and integrated into Healthiby's Program, Website and Application are documented and available to staff and contractors.
- User identifications (IDs) and password management meets HIPAA parameters and requirements.
- Security measures, policies, procedures and plans are reviewed at least annually and updated as needed in response to any changes affecting the security of ePHI.
- Business Associate Agreements ("BAAs") are entered into with all contractors and vendors that meet the HIPAA definition of Business Associate (BA).
- Consent will be obtained prior to sending any Participant health information to a covered entity.
- Staff and contractors must be granted authorization in order to access ePHI and also receive HIPAA training, to mitigate exposure of ePHI to either malicious threats or accidental errors or omissions.
- Security risk assessments and audits will be conducted periodically.
- Healthiby's Compliance and Security Officer(s) create and operationalize reasonable and appropriate internal policies, plans and procedures to assure 'good faith' compliance with HIPAA.

### ***Anonymized Data***

If we create anonymous data records from your IDD by excluding any private or personally identifiable information (e.g., your name and email), at our discretion, we may use this anonymous information or data to enhance our content and functionality or disclose to third parties.

If you provide anonymous feedback on Healthiby's service, we may use such feedback for any purpose, provided we will not associate such feedback with your IDD. Healthiby will collect and store such feedback and treat your IDD in accordance with this Policy.

If you provide IDD to us, either directly or through a laboratory, referral or other 3<sup>rd</sup> party, we will:

- Not sell or rent it to a third party (except for the specific exceptions expressly set forth below)
- Provide you with information we believe you need to know or may find useful, such as news about our services and products and modifications to the Terms of Service;
- Take commercially reasonable precautions to protect the information and data from loss, misuse and unauthorized access, disclosure, alteration and destruction;
- Not use, make accessible or disclose the IDD except:
  - as necessary to provide services you have signed up for or requested, which may include providing access to independent contractors (e.g., a lifestyle and wellness coach) who have access to Healthiby's Application and data;
  - in other ways described in this Policy or to which you have otherwise consented;
  - in the aggregate with other information in such a way so that your identity cannot reasonably be determined (for example, statistical compilations);
  - as required by law, for example, in response to a subpoena or search warrant;
  - to outside auditors who have agreed to keep the information confidential;
  - as necessary to enforce the Terms of Service;
  - if Healthiby is involved in a merger, acquisition or asset sale, your IDD may be transferred. We will provide notice before your IDD is transferred and becomes subject to a different privacy policy.
  - as necessary to protect the rights, safety, or property of Healthiby, its Users, Participants, or others; this may include (for example) exchanging information with other organizations for fraud protection and/or risk reduction.

### ***Additional Information or Data Collected***

We may collect other information that cannot be readily used to identify you, such as (for example) the domain name and IP address of your computer. We may use this information, individually or in the aggregate, for technical administration of our Website, research and development, customer and account administration, and to help us focus our engagement, user experience or marketing efforts more precisely.

If you provide feedback on Healthiby, including its service or application, we may use this feedback for any purpose, including engagement, user experience and marketing. We will only associate your feedback with your IDD (e.g., your name) if you do not request that your feedback remain anonymous. We will collect and store any information contained in such communication and will treat it in accordance with this Privacy and Security Policy.

### ***Disclosing your Personal IDD***

We will only share Participant account data and information with our associates and service providers who require access to it in order to provide technical support or essential services, such as hosting of the Website, Applications, maintenance services, database management or payment processing for purchases. Associates and service providers will have access to your data and information only to perform these specified or essential services on our behalf and are obligated not to disclose or use it for any other purpose.

Healthiby may share information with subsidiaries, joint ventures, or other companies under a common control (collectively, "Related Entities") that we may have in the future. We may share some or all of your data and information with these Related Entities, in which case we will require our Related Entities to honor this Policy.

Healthiby may sell/divest/transfer the company (including any shares in the company), or any combination of its products, services, assets and/or businesses. IDD may be sold or otherwise transferred in these types of transactions, but you will be notified via email and/or a prominent notice on our website of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information. We may also sell, assign or otherwise transfer such information in the course of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of the company.

Regardless of any choices you make regarding your IDD, Healthiby may disclose IDD if it believes in good faith that such disclosure is necessary to (a) comply with relevant laws or to respond to subpoenas or warrants served on Healthiby; or (b) protect or defend the rights or property of Healthiby or users of Healthiby's Service.

### ***Security of your Personal IDD***

Healthiby is committed to protecting your IDD. We use a variety of industry-standard security technologies and procedures to help protect your IDD from unauthorized access, use, or disclosure. We use industry-standard firewalls, secure web servers (https), secure sockets layer (SSL), data encryption and authentication procedures, among other techniques, to help maintain the security of your data and your online session.

### **Cookies**

Healthiby may use cookies to enhance our service. A cookie is a small data file containing a string of characters, which is transferred by a website to your computer's hard drive. Cookies are used for a variety of reasons including security and to personalize our website for you. Our cookies do not identify you by your name or account number.

## **External Data Storage**

We may store your data on servers provided by third party hosting vendors with whom we have contracted. Information and data we collect may be stored and processed in the United States or any other country in which Healthiby or its affiliates or service providers maintain facilities. Healthiby may transfer information that we collect about you, including IDD, to affiliated entities across borders, to other countries or jurisdictions.

## **Information from Children**

Users must be at least 18 years old to use Healthiby's Website and Services, as defined in the Terms of Services. Healthiby does not knowingly collect information from children under 18, in compliance with the Children's Online Privacy Protection Act (COPPA) and the FTC's Rule interpreting COPPA (16 CFR § 512).

## **User Privacy Responsibilities**

To help protect your privacy, be sure to:

- Not to share your user ID or password with anyone else;
- Log off the Healthiby Application when you are finished;
- Take customary precautions to guard against "malware" (viruses, Trojan horses, bots, etc.), for example by installing and updating suitable anti-virus software.

## **Changes to this Privacy and Security Policy**

Healthiby reserves the right to change this Policy as we deem necessary or appropriate because of legal compliance requirements or changes in our business practices. If you have provided us with an email address, we will endeavor to notify you, by email to that address, of any material change to how we will use personally identifiable information and personal health information.

## **Our Policy on "Do Not Track" Signals and Third-Party Website Tracking under the California Online Protection Act (CalOPPA)**

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

We do not engage in the collection of personal data over time across third-party websites, and we do not permit third parties to gather information passively on our Website for behavioral advertising purposes.

### **Your California Privacy Rights**

Under California law, a California resident with whom Healthiby has an established relationship has the right to request certain information with respect to the types of personal information Healthiby has shared with third parties for their direct marketing purposes (if any), and the identities of those third parties, within the immediately preceding calendar year, subject to certain exceptions. In response to a written request, Healthiby is allowed to provide a cost-free means to opt-out of such sharing.

Since Healthiby does not provide your personal data to third parties for their direct marketing purposes, it is not necessary for us to establish this procedure; however, if you do not want Healthiby to use your personal data to provide information about our programs, please follow the cost-free opt-out procedures in this Policy.

### **Questions or Comments?**

If you have questions or comments about Healthiby's Privacy and Security Policy, send email to [admin@healthiby.com](mailto:admin@healthiby.com), or contact us via any of the ways listed on our Website.

Thank you for choosing Healthiby.