

Health iPASS Terms of Service

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These Terms of Use are in addition to the terms and conditions of the Master Subscription Agreement or any other agreement between you and Health iPASS. However, in the event of any conflict between these Terms of Use and either the Master Subscription Agreement or such other agreements, the Master Subscription Agreement and/or such other agreements, shall control and take precedence.

Health iPASS reserves the right to make changes at any time to the Site or these Terms of Use. Any modifications to the Terms of Use will be effective upon posting. Your continued use of the Site following posting of any revised Terms of Use will constitute acceptance of the modified Terms of Use.

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You agree you will not interfere, in any way, with others’ use of or access to the Site and will not attempt to gain unauthorized access to the account or computer system of any other Site user.

You further agree not to take any other action in connection with your use of the Site which violates any treaty, law or regulation and to fully comply with all applicable treaties, laws and regulations in your use of the Site.

You agree to access the Site only through a web browser, and specifically agree not to use any third party applications to access the Site or any other page of the Site. In addition, you agree not to access or attempt to access any password-protected portions of the Site without an authorized password or through any means other than by submitting your authorized password on the appropriate web page or web tools.

You further agree that you will not use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Site. You agree not to take any other action that imposes an unreasonable or disproportionately large load on the Site.

Except as expressly provided herein, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate, redeliver using “framing technology,” otherwise distribute, or commercially exploit in any way the Site or any portion thereof or any information or content on the Site, without the prior written permission of Health iPASS. In addition, you agree not to link to any page of the Site other than the home page located at www.healthipass.com.

UNAUTHORIZED USE OF THE SITE

Health iPASS reserves the right to investigate and take legal action against any illegal and/or unauthorized use of the Site, including but not limited to: unauthorized access to the Site through a third party application, robot, spider, automated device, or data mining or extraction tool or other unauthorized means; interference with the Site; action that imposes an unreasonable load on the Site; or any link to any page of the website other than the home page. Health iPASS’s decision not to pursue legal action for any violation of the Terms of Use shall not be construed as a waiver of these Terms of Use or Health iPASS’s legal rights.

PRIVACY STATEMENT

We adopt this notice to comply with applicable state and federal privacy laws.

Information We Collect

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“personal information”). In particular, we have collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	Yes
B. Personal information categories	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other	Yes

	financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	
C. Protected classification characteristics under state or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	Yes
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	Yes
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	No
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	No
G. Geolocation data.	Physical location or movements.	No
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	No
I. Professional or employment-related information.	Current or past job history or performance evaluations.	Yes
J. Non-public education information	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	Yes
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	Yes

Personal information does not include:

- Publicly available information from government records.

- De-identified or aggregated consumer information.
- Information specifically excluded from the scope of applicable law, such as:
 - Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - Personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from our clients and partners, customer order forms, integration with Electronic Medical Records (EMR) providers, practice management systems, and insurance clearinghouse.
- Indirectly from our clients, and partners. For example, through information we collect from our clients in the course of providing services to them.
- Directly and indirectly from activity on our website (www.healthipass.com). For example, form submissions or website usage details collected automatically.
- From third-parties that interact with us in connection with the services we perform. For example, processing platforms or integrated service providers.
- Data provided by patients during their scheduling, check-in, form submission, and bill payment processes.

Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following business purposes:

- To provide you with information, products, or services that you request from us.
- To provide you with email or text alerts, and other notices concerning our products or services, or events or news, that may be of interest to you.
- To provide you with information and updates concerning appointments, reminders, billing, and other notices related to your health care service.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.
- To improve our website and present its contents to you.
- For testing, research, analysis and product development.
- As necessary or appropriate to protect the rights, property or safety of us, our clients, partners, sponsor banks, or others.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

- As described to you when collecting your personal information or as otherwise set forth in the CCPA and other applicable privacy laws.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

In the preceding twelve (12) months, we have disclosed the following categories of personal information for a business purpose:

Category A:	Identifiers.
Category B:	California Customer Records personal information categories.
Category C:	Protected classification characteristics under California or federal law.
Category D:	Commercial information.
Category I:	Professional or employment-related information.
Category J:	Non-public education information
Category K:	Inferences drawn from other personal information.

We disclose your personal information for a business purpose to the following categories of third parties:

- Our affiliates.
- Service providers.
- Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you.

In the preceding twelve (12) months, we have not sold any personal information.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Health iPass disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - sales, identifying the personal information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.) or other applicable laws.
6. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

7. Comply with a legal obligation.
8. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Your Rights to Data Portability, Access and Deletion

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

- Calling us at 855-513-2671
- Visiting www.healthipass.com
- Emailing us at privacyrequest@spherecommerce.com
 - Be sure to use the phrase “Health iPass Privacy Request” in the subject line.

Only you or a person registered with the appropriate regulatory authority that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We attempt to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

We will not discriminate against you for exercising any of your privacy rights. Unless permitted by applicable law, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by email or through a notice on our website homepage.

Contact Information

If you have any questions or comments about this notice, our Privacy Statement, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Data Privacy Officer: Heather Randall, Chief Compliance Officer

Phone: 855-513-2671

Website: www.spherecommerce.com

Email: privacyrequest@spherecommerce.com

Postal Address: 1 MacArthur Place, Ste. 400, Santa Ana, CA 92707