

WELLD PRIVACY POLICY

Last Modified: March 23, 2016

Effective Date: March 23, 2016

Welld Health, LLC, a Delaware limited liability company (referred to in this Welld Privacy Policy as “*Welld*”, “*we*”, “*us*”, or “*our*”) respects your privacy and we are committed to protecting it through compliance with this Welld Privacy Policy (this “*Privacy Policy*”). This Privacy Policy is part of the Welld End User License Agreement, located at www.welldhealth.com/legal/eula (the “*EULA*”). Except as otherwise defined herein, all terms used in this Privacy Policy have the meanings set forth in the EULA.

THIS NOTICE DESCRIBES HOW MEDICAL AND OTHER INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

1. Introduction. This Privacy Policy describes the types of information we may collect through your use of the Welld Service and our practices for collecting, using, maintaining, protecting, and sharing that information. This Privacy Policy applies to all information that we collect through the Welld Website, the Welld Software and Apps, and/or the Welld Service. This Privacy Policy does not apply to information that you provide to third parties or that we may collect from you or about you in other ways, including through e-mails you may send to us or through third parties. This Privacy Policy will be available upon request in our office and on the Welld Website. Please tell us if you would like to receive a paper copy of this Privacy Policy. Otherwise, we will provide it to you electronically.

2. Updates to Privacy Policy. As technology changes and as our business grows and develops, we may modify this Privacy Policy from time to time. Changes to this Privacy Policy will be made and will become effective as described in Section 4 of the EULA. Any updates to this Privacy Policy will be available upon request in our office and on the Welld Website. Please tell us if you would like to receive paper copies of updates to this Privacy Policy. Otherwise, we will provide them to you electronically.

3. Children Under Age 13. We are committed to protecting the privacy of children under the age of thirteen (13) years (each a “*Child*” and collectively, “*Children*”). Use of the Welld Website, the Welld Software and Apps, and the Welld Service by Children is prohibited by the EULA. The Welld Service is not designed for or marketed to Children, and we do not knowingly collect Personal Information (as defined below) from Children. If we learn we have collected or received Personal Information from a Child, we will delete that information. If you believe we might have any information from or about a Child, please contact us at: legal@welldhealth.com.

4. Definitions. As used in this Privacy Policy:

4.1. “*Health Information*” means your Program Results (as defined in the EULA), your Connected Device Data (as defined in the EULA) other than Activity Data (as defined in the EULA), and any information that relates to your past, present, or future physical or mental health or condition, the provision of health care to you, or the past, present, or future payment for the provision of health care to you.

4.2. “Personal Information” means personally-identifiable information (information relating to an individual that can be used to identify, locate, or contact that individual, alone or when combined with other personal or identifying information), such as: name, home or physical address, e-mail address, phone number, or personal characteristics (such as photos, age or date of birth, race, gender, height, weight, occupation, education, Health Information, Sensitive Information (as defined below)), or any other information about an individual that we collect through the Welld Service and maintain in personally identifiable form in combination with other personally-identifiable information.

4.3. “Sensitive Information” means Social Security numbers, passport numbers, driver’s license numbers, bank account numbers, credit or debit card numbers, insurance policy numbers, login or authentication credentials (such as passwords), or other similar information.

4.4. “Non-Personal Information” means information or content other than Personal Information, including, for example, aggregated, anonymized, or de-identified information about our users and other information that does not identify any individual.

5. Types of Information Collected.

5.1. Visitor Information. We may automatically collect information about you when you use the Welld Website, the Welld Software and Apps, and the Welld Service, such as the materials you access, the amount of data transferred, the links you click, the amount of time you spend interacting with content, and other information about your interactions with the Welld Website, the Welld Software and Apps, and the Welld Service, as well as certain standard information that your browser sends to every website that you visit, including your Internet Protocol (IP) address, operating environment (such as browser type and version, browser plugins installed, operating system version, regional and language settings, screen size and/or resolution, windows size, and page size), access dates and times, and referring websites. We may also collect diagnostic information, including without limitation device hardware and operating system information, device state information, unique device identifiers, information relating to how the Welld Website and the Welld Software and Apps function on the device you use to access the Welld Service. We may share such diagnostic information and other Non-Personal Information with our service providers to diagnose and improve the Welld Website, the Welld Software and Apps, and the Welld Service. The Welld Service may use cookies, Flash cookies, web beacons, and other technologies for a variety of purposes, such as saving and retrieving information about you, your visit, and assisting in displaying relevant promotions and advertising to you. We may use such technologies to share Non-Personal Information with third parties or to retrieve Non-Personal Information from third parties. At this time, the Welld Service does not respond to “Do Not Track” signals sent to us by your browser.

5.2. Google Analytics. We may, from time to time, use a tool called “Google Analytics” (including Google Analytics Demographics and Interest Reporting features) to collect information about your use of the Welld Service, which helps us provide content that is relevant to you and optimized for the devices that you use (such as smartphones and tablets). We respect and value your privacy, and we never combine the information collected through the use of Google Analytics with Personal Information. We use the information we receive from Google Analytics only to improve the Welld Service and our content and marketing. Google’s use and sharing of information collected by Google Analytics about your visits to this site is restricted by

the [Google Analytics Terms of Use](#) and the [Google Privacy Policy](#). You can opt-out of Google Analytics for Display Advertising and customize Google Display Network ads using [Google's Ad Settings](#) tool. As an added privacy measure, you can use the [Google Analytics Opt-out Browser Add-on](#).

5.3. Information Provided by You or Others. In order to use the Welld Service, you must create a Welld Account (as defined in the EULA). When you create and use your Welld Account, you and your Connected Parties (as defined in the EULA) may provide us with a wide variety of information, such as your name, postal address, physical address, e-mail address, phone number, billing and payment information, Social Security number or other Sensitive Information, transaction history for your purchases of Paid Subscriptions, your Health Information, your User Content (as defined in the EULA), and other types of information. We will store and use such information only in accordance with the EULA and this Privacy Policy.

6. Cookie Policy. We use cookies and other similar technologies, such as HTML5 local storage, to provide the Welld Website and Welld Service.

6.1. Cookies and Local Storage. Cookies are small text files placed onto your device when you visit and interact with the Welld Website. Local storage is a technology that allows a website or application to store information locally on your device. These technologies enable us to provide and enhance your experience using the Welld Service.

6.2. How We Uses Cookies and Local Storage. We use these technologies to provide the Welld Service to you and to analyze and improve the Welld Website, the Welld Software and Apps, and the Welld Service. Our uses generally fall into one of the following categories:

6.2.1. Essential Processes and Security: To enable essential functions of the Welld Service, such as to facilitate logging you in to the Welld Service, facilitating your purchase of Paid Subscriptions, protecting your security, and helping us fight spam, abuse, and violations of our Acceptable Use Policy.

6.2.2. Preferences: To remember information about your browser and your preferences.

6.2.3. Performance, Analytics, and Research: To help us understand and measure how you use the Welld Website and the Welld Software and Apps and to improve the Welld Service.

6.2.4. Advertising: To help us deliver ads, measure their performance, and make them more relevant to you.

6.3. Blocking and Removing Cookies. We are committed to protecting your privacy, as described in this Privacy Policy. Most browsers allow you to modify your settings to accept or deny all cookies or to request your permission each time a website attempts to place a cookie on your device, and most browsers allow you to delete cookies that have already been placed on your device. However, the Welld Service will not function properly if you prevent it from placing cookies on your device.

7. Use of Non-Personal Information. We may use Non-Personal Information (including, for example, aggregated information about our users or information that does not identify any individual) for any purposes whatsoever (including without limitation, advertising, marketing, enhancing, designing, or developing products and/or services, and research), and we may share Non-Personal Information with others, including our partners, affiliates, and our service providers.

8. Use of Personal Information.

8.1. We will only store and use your Personal Information as is reasonably necessary or appropriate in connection with your use of the Welld Service, including: (a) to contact you in connection with your use of the Welld Service, including to respond to your inquiries; (b) for authentication and identification purposes; (c) to enable us to provide the Welld Service; (d) to process your Paid Subscriptions and to provide you with notices about your Welld Account and your Paid Subscriptions; (e) to fulfill any other purpose for which such information to us by you or your Connected Parties; (f) in any other way we may describe when you provide the information; (g) to carry out our obligations and enforce our rights; (h) to provide you with relevant advertising and promotions; (i) to ensure your compliance with the EULA and/or to investigate any potential breach of the EULA; and (j) to protect our networks, data, software, or business interests. You understand and agree that we may transfer, process, maintain, and store your Personal Information, your Account Information, and other information in any country (or in multiple countries), including countries other than your country of residence or the country or countries where you use the Welld Service.

8.2. We are committed to protecting your privacy and we will not sell or lease your Personal Information to any third party, and we will not knowingly disclose your Personal Information to a third party if we know or have reason to believe that the third party will use your Personal Information for direct marketing purposes. We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your Personal Information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

8.3. We may share your name, contact information, and the last four digits of your Social Security number ("*Identity Verification Information*") with Licensed Participants (as defined in the EULA). Licensed Participants are only authorized to use Identity Verification Information to verify the identity of an End User in the course of creating or accepting a Welld Connection (as defined in the EULA) with you or another End User, except that your Connected Parties may use your Identity Verification Information (and other Shared Account Information) pursuant to the terms of the EULA and this Privacy Policy.

8.4. In addition to using and disclosing your Personal Information in the manner described above and elsewhere in Privacy Policy and the EULA (including as described in Section 16.3 of the EULA in connection with third party claims alleging infringement of Intellectual Property Rights), we may disclose your Personal Information:

8.4.1. to your Connected Parties as described in the EULA;

8.4.2. to any person, entity, or organization which you consent for us to disclose your Personal Information to, including without limitation through your use of certain features of the Welld Service that enable you to share your User Content or other Account Information with other Welld Users or other persons;

8.4.3. to a buyer or other successor in the event of 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 about our users is among the assets transferred.

8.4.4. to any of the Welld Parties (as defined in the EULA), our business partners and agents who provide hosting services, and website and technical support providers, as is necessary or required in connection with the operation, maintenance, and support of the Welld Website, the Welld Software and Apps, and the Welld Service;

8.4.5. to any person, entity or organization in order to facilitate the provision of the Welld Service (such as providing your name and payment information to our third party payment processor when you purchase and renew Paid Subscriptions);

8.4.6. to comply with any legal requirements, subpoena, discovery requests, or court orders, to defend any legal or administrative proceedings, or as we believe in good faith is necessary to comply with any laws or legal requirements;

8.4.7. as we believe is necessary or appropriate in an emergency situation, including without limitation, to prevent criminal activity, personal injury, or property damage;

8.4.8. to law enforcement, financial institutions, or other appropriate authorities in connection with any investigation of suspected criminal or fraudulent activity by any person or entity; and

8.4.9. if we believe it is necessary or appropriate to protect the rights, property, or safety of the Welld Parties, our users, or third parties (including, without limitation, to facilitate the enforcement of our rights under the EULA).

8.5. The Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) requires us to make certain disclosures to you regarding the use and disclosure of your Health Information. You have the right to: (a) ask us for and receive an electronic or paper copy of your Health Information; (b) correct your paper or electronic Health Information if you think it is incorrect or incomplete; (c) ask us to communicate with you in a specific way, such as at a specific phone number or address; (d) ask us to limit the Health Information we share for treatment, payment or our operations, although we are not required to agree, and we must decline if it would affect your care; (e) ask for and receive a list of those with whom we have shared your Health Information; (f) ask for and receive a copy of this Privacy Policy; (g) choose someone to act for you with respect to your Health Information, such as when you have given someone your medical power of attorney or someone is your legal guardian; and (h) file a complaint if you believe we have violated your privacy rights. You can file a complaint to us by using the contact information below, or to the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints. We will

not retaliate against you for filing a complaint. If you are unsure how to exercise your rights, please ask us by using the contact information below. You have some choices in the way that we use and share Health Information as we: (x) tell family and friends about your health; and (y) market our services. We may use and share your Health Information as we: (i) provide the Welld Service to you (i.e., use your Health Information to coordinate services to you); (ii) run the Welld Service and our organization (i.e., use your Health Information to improve services to you and to manage the services we provide); (iii) bill you for any Paid Subscriptions (i.e., use your Health Information to bill you or other entities for certain services); (iv) help with public health and safety issues; (v) do research; (vi) comply with the law; (vii) address worker's compensation, law enforcement and other government requests, as required or permitted by law; (viii) respond to lawsuits and legal actions, as required or permitted by law. We are required by law to maintain the privacy and security of your protected health information. Our responsibilities with respect to your Health Information are as follows: (A) we will let you know promptly if a breach occurs that may have compromised the privacy or security of your Health Information; (B) we must follow the duties and privacy practices described in this notice and give you a copy of it; (C) we will not use or share your Health Information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind. By signing this Authorization, you agree to hold any and all Health Information of other Welld users strictly confidential and use and further disclose such Health Information only to the extent required by law and for the purposes for which it was disclosed to you.

9. Security. We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you transmit through the Welld System is encrypted in transit using TLS. We encrypt all information you transmit through the Welld system using TLS. The safety and security of your information also depends on you. You are responsible for safeguarding the username and password associated with your Welld Account and notifying us immediately if you suspect your username and password or your Welld Account have been compromised. Unfortunately, the transmission of information via the Internet is not completely secure. Although we take reasonable measures to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted to or through the Welld Service. Any transmission of Personal Information is at your own risk. We are not responsible for the circumvention of any privacy settings or security measures contained in the Welld Service by you or others.

10. Third Party Sites. The Welld Service may contain links to other websites that are operated by third parties. Once you have clicked on a link connecting you to such third party website, you will leave the Welld Service and be taken to a website that we do not control. This Privacy Policy does not apply to any Personal Information (or other information) collected on a third party site. We suggest you read the privacy policy of the third party site before providing any Personal Information on such third party site. We are not responsible for any use by any person or entity of any information that you may provide while accessing or using any websites or services provided by a third party.

11. Access to and Change of Personal Information. You may contact us at any time to: (a) request the removal of the Personal Information you provided to us from our databases; and

(b) update your Personal Information. However, certain information associated with sales made through the Welld Service may be retained permanently for legal, tax, and business reasons. In addition, because certain Personal Information may be necessary to provide the Welld Service to you, you understand that the removal of that Personal Information may require us to close your Welld Account. When your Personal Information (or other Account Information) is updated or deleted, copies of such information may remain in our backups for a period of time.

12. Contacting Us. You may contact us with questions relating to this Privacy Policy by using the information below:

Call Chris Craytor at 434-984-3800, Mon. – Fri. from 9:00 a.m. – 5:00 p.m. EST

Write to us at:

Welld Health, LLC
Attn: Chris Craytor
455 2nd Street SE, Suite 301
Charlottesville, VA 22902

Email us at: legal@welldhealth.com