

# PRIVACY POLICY

Effective as of May 20, 2020

Avezen, LLC d/b/a **TouchMD** (“we”, “us”, “our”) is committed to protecting the privacy of visitors and users of the www.touchmd.com website (the “**Website**”), the TouchMD software applications (the “**Software**”), and the products and services available through us (referred to herein as the “**Services**” and each, as a “**Service**”). When you access, browse, or use the Services, your personally identifiable information and business information (“**personal information**”) may be collected, transferred, processed, stored, and disclosed in accordance with this privacy policy (“**Policy**”). This Policy governs the information collection, use, and disclosure practices for the Services. By accessing, browsing, or using the Services, including registering an account with our Services, you, and in the event the person accepting this Policy is authorized to do so on behalf of another person or entity, expressly consent to the collection, transfer, use, processing, and storage of your information (including personal information), as described in this Policy. Please fully review this Policy before you use the Services or submit information to us. **If you do not agree with this Policy or the information collection, use, and disclosure practices described in this Policy, you agree not to use the Services or register an account.**

**Your Privacy in General.** Our Company takes great pride in securing and protected your medical information. We take commercially acceptable measures to protect your personal information in compliance with state and federal laws. If you have any questions relating to how your information may be stored, protected, shared or this Agreement please contact us at the email below.

## 1. INFORMATION COLLECTION PRACTICES

This Section 1 of the Policy outlines the various ways that we gather information about you.

1. **Information that You Provide.** We may collect and store information that you enter through the Services or give to us in any other way be it from you personally or a person acting in your behalf (jointly or singularly referred to herein as “**you**” or “**your**”). This section, Information that You Provide, provides examples of the information that you provide to us. You can choose not to provide certain information to us, but then you might not be able to access or use all of the Services.
  - a. **Account Registration and Login.** You may visit and browse the Website without registering or submitting personal information about you. However, to use the Services, you will be required to register for an account and, if you use multiple Services, you may be required to register for a distinct account for each Service (each, an “**Account**”). When you register for an Account, you may be asked to provide some personal information, such as your first name, last name, date of birth, gender, address, email address, phone number, password, and interests. When you register for an Account and log in to a Service you must provide your current, complete, and accurate information. It is your responsibility to keep your information up to date. We are not responsible for any problems, interruptions in access, or liability that may arise if you do not give us complete and accurate information or if you fail to update your information so that it is current.
  - b. **Profile Creation.** After you register for an Account, our Services may ask you to create a user profile (a “**Profile**”). If you choose to create a Profile, we will securely collect and store personal information about you that you provide when you create your Profile. To avoid any confusion, your Account and Profile may be considered one and the same for purposes of this Agreement and while using the Services.
  - c. **Your Use of the Services.** We may collect and store the information that you and other users provide when you and they use and interact with the Services. For example, we may collect and store your responses to surveys and questionnaires; the interests you have; the information you provide when interacting with customer service; the billing, shipping, payment, and other information you provide to us or third party affiliates; your product and Service reviews; your images and videos; and other information you provide about your needs, importance, and aspirations.
2. **Information that is Automatically Collected.** We may collect and store information about you and any computer or device you use to access or use the Services automatically using a variety of technologies. This section, Information that is Automatically Collected, provides examples of information that we collect about you automatically. We may collect this information for the purposes described in this Policy, including to better understand our customer base and to improve the quality of the Services.
  - a. **Log Information.** When you use or interact with the Services, we and our service providers automatically collect certain information in our server logs, software, and dashboards. Generally, this information does not directly identify you, and may include your internet protocol address, browser type, and pages viewed.
  - b. **Cookies and Other Tracking Technologies.** We and third parties with whom we hire, affiliate with, or partner with (including Google Analytics) may use cookies, web beacons, tracking pixels, web bugs, scripts, tags, and other similar technology (collectively, “**Cookies**”) to record information about your activities on the Website and on third-party websites that you visit.

Some Cookies remain on your device until you delete them; others are stored only during an individual session. You may set your device settings to attempt to reject Cookies.

## 2. HOW WE USE INFORMATION

This Section 2, outlines the various ways that we use the information that we collect about you.

1. **General.** We may use your personal information (including tracking information) to manage your Account. We may also use it to operate, maintain, and improve the Services and any successor or future versions of the Services (including to provide you a more personalized experience); allow you to log in more conveniently; understand where requests originate; conduct security and statistical analysis; communicate with you; produce traffic volume statistics; maintain a record of customer service requests; provide you information about products and services (including products and services of third parties); sell and deliver third party advertising and marketing to you; conduct research; resolve disputes; detect and protect against errors, fraud, and criminal activity; assist law enforcement; enforce this Policy and any other terms related to the Services; as described in this Policy; and for any other lawful purpose.
2. **Email Communications.** We may use your personally identifiable information to send you emails or other communications related to your Account or the Services, or in response to your inquiries or requests. With the need to communicate with you, you may not opt-out of receiving service-related messages that are not promotional in nature. We may also send you advertising and marketing emails, surveys, or newsletters to notify you about products or services that may be of interest to you. If you would like to stop receiving advertising and marketing emails from us, please click on the unsubscribe link at the bottom of any marketing email you receive. If you opt-out, you will continue to receive service-related emails.
3. **Service Communications and Notifications.** We may use your personal identifiable information for administrative purposes relating to your Account, including to reset your password, login and out of Services. You may also receive notifications, marketing, and advertising communications from Company or us. You may be able to turn off Service Communications and Notifications on the Services through device settings or preferences.
4. **Non-identifying and Aggregated Information.** We may use non-identifying information for any lawful purpose, including analyzing trends, research, Services administration, tracking users' movements around the Services, to improve our business and the Services, and for financial and commercial purposes.
5. **Retaining Your Information.** In general, we will retain your information indefinitely, or as long as legally required or allowed; however, you agree that we are not obligated to retain your information and may delete it at any time as legally allowed. If you cancel your Account or your Account is otherwise terminated, we will delete information we have collected or obtained from you.

## 3. HOW WE SHARE INFORMATION

This Section 3, describes how we share the information that we collect about you with other parties.

1. **Generally.** We may share your personal information with your medical provider for any lawful purpose, as requested by your medical provider. We will not share your personal information with any third party to comply with both state and federal laws.
  - a. **Your Profile.** Our representatives and your medical provider and staff may use the Services and view your Profile information, including your user name, your city and state, your Profile image, and a summary of your recent activity on the Services, such as products or services you've reviewed, your protected health information as needed, and any other information you or your medical provider/staff may have placed in your Profile.
2. **Sharing with Third Parties.** We may share de-identified information relating to you with third parties to help us operate and improve the Services, and to provide and promote our products and services as well as third-party products and services and as otherwise authorized by law. We agree to not share your personal information to any third party other than your medical provider or as requested by you in writing.
  - a. **Legal Requirements.** In some cases, we may disclose your personal information as required by law; if we believe that disclosure is needed to protect our rights; to government regulators; to law enforcement authorities; in connection with any judicial proceeding, court order, subpoena, or legal process served on us or the Services; and to respond to a physical threat to you or another person.
  - b. **Insolvency and Business Transitions.** If we ever file for bankruptcy or engage in a business transition such as a merger or joint venture with another company, or if we purchase, sell, or reorganize all or a part of the Services or our business or assets or the business or assets of our affiliates, we may disclose your information as needed and as legally allowed, including to prospective or actual purchasers in connection with one of these transactions.
3. **Disclaimer.** We cannot ensure that all of your personal information will never be disclosed in ways not otherwise described in this Policy. For example, we may be required to disclose personal information to the government or third parties under certain circumstances, third parties may unlawfully intercept or access transmissions or private communications, or users may abuse or misuse your personal information that they collect from the Services. No storage or transmission of data can be 100% secure.

4. **INFORMATION SECURITY MEASURES**

Keeping secure personal information and potential trade secrets that we collect is of great concern to us. While we have mechanisms in place to safeguard your personal information once we receive it, no storage or transmission of data can be guaranteed to be 100% secure. When you provide information to the Services, you do so at your own risk.

5. **CHILDREN**

The Services are intended for users over the age of 18, and are not directed to children under 13. We do not knowingly collect personal information from children under 13. If you become aware that a child has provided us with personal information without parental or legal consent, please contact us by using the contact information in the Privacy Questions section at the bottom of this Policy, and we will take steps to remove the information and terminate the child's Account.

6. **GOVERNING LAW AND JURISDICTION**

You agree that this Policy will be included, interpreted, and considered as part of the TouchMD Order Form, Software Purchase Agreement, Software User Terms of Use Agreement or any use of our services or agreement entered into by you which incorporates this Policy therein by reference.

7. **ACCESSING AND UPDATING YOUR PERSONAL INFORMATION**

If you would like to update your personal information associated with your Account, you may make such changes in the "My Profile" or "Settings" portions of the Services. If you would like to cancel your Account, please contact us using the contact us feature within the Services or the email link below. If you do not want your information accessed or stored as described in this Policy, you should not access, use, or register an Account with the Services.

8. **MODIFICATION OF THIS POLICY**

We will occasionally update this Policy. When we post changes to this Policy, we will revise the "Effective Date" at the top of this Policy. You agree that you will check the Services from time to time to inform yourself of any changes in this Policy or any of our other policies. By continuing to access or use the Services after a change to this Policy becomes effective, you agree to the revised Policy.

9. **PRIVACY QUESTIONS**

If you have questions or concerns about our privacy practices, please email us at: [hello@touchmd.com](mailto:hello@touchmd.com).