

# NOTICE REGARDING WELLNESS PROGRAM

Beyondwell Term of Use

**MEDICAL CARE**

**NON-MEDIAL CARE**

CALIFORNIA CONSUMER PRIVACY ACT

Effective Date: September, 2019

Last Updated: June, 2020

## Medical care

BeyondWell (“BeyondWell”) is a voluntary wellness program available to all employees and offered by your Group Health Plan (“Health Plan”). The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If you choose to participate in the wellness program you will be asked to complete a voluntary health assessment or “HA” that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., cancer, diabetes, or heart disease). You are not required to complete the HA.

However, employees who choose to participate in the wellness program may receive an incentive or incentives, which may be in the form of cash, a gift card, or other possible incentive. You may receive an incentive for meeting criteria like goal completions, assessment completions or other activities. These incentives and the criteria may depend on the options your Health Plan has chosen. Although you are not required to complete the HRA, only employees who do so will receive the incentive chosen by your Health Plan.

Additional incentives may be available for employees who participate in certain health-related activities or achieve certain health outcomes. If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn an incentive, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting BeyondWell at [info@beyondwellhealth.com](mailto:info@beyondwellhealth.com).

The information from your HA will be used to provide you with information to help you understand your current health and potential risks and may also be used to offer you services through the wellness program, such as coaching. You also are encouraged to share your results or concerns with your own doctor.

## Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information (“PHI”). Although the wellness program and your employer may use aggregate information it collects to design a program based on identified health risks in the workplace, BeyondWell will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodations needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is (are) healthcare professionals, such as health coaches, nurses, or other health professionals, in order to provide you with those services, should you receive them, under the wellness program.

In addition, all medical information obtained through the wellness program will be maintained separate from your personnel records, information stored electronically will be encrypted, and no information you provide as part of the wellness program will be used in making any employment decision.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

## Terms of use

BeyondWell provides its website (the “Site”) and mobile application (the “App”) (collectively, the “Platform”) subject to the following terms and conditions (the “Terms”), in addition to, and not in limitation of, the provisions of any other agreement you may enter into with your Health Plan.

BY USING EITHER THE SITE OR THE APP, YOU SIGNIFY YOUR AGREEMENT WITH THE FOLLOWING TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE EITHER THE SITE OR THE APP.

The information provided on the Site or through the App is not a substitute for the advice of your personal physician or other qualified health care professional. Always seek the advice of your physician or other qualified health care professional with any questions you may have regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site or through the App. If you think you have a medical or psychiatric emergency, call 911 or go to the nearest hospital.

### **Revisions, updates and changes**

Evolving technology will continue to provide the Platform with new and better ways to safeguard your information. We may update this statement in the future to reflect these technological advances, and we encourage you to return to this page from time to time for any updates.

We reserve the right to change the Terms at any time without advance notice. We will notify you of any material changes to the Terms, and as required by law, and give you an opportunity to review the revised terms of use before deciding if you would like to continue to use the Platform.

### **Benefit information**

No content on the Platform is intended to replace or amend language for coverage that you may have with your Health Plan. You should always consult your benefit booklet and contract for details about what your health plan covers.

### **No medical advice**

The Platform does not provide medical advice, and neither the information available nor any email responses to your questions shall create a physician-patient relationship or constitute the practice of medicine. The information available on the Platform and from any linked sites or third party should not be used as a substitute or supplement for professional medical advice. If you have medical or health-related questions, contact your physician.

### **User Submissions, Platform Use and Content**

You are responsible for your own actions and communications in the Platform and consequences of such activity. You may not use the Platform in any manner that may: adversely affect the resources or the availability of the Platform to others; violate any local, state, national, or international law; delete or revise any content other than your own user-inputted content on the Platform; or collect or store personal information about other visitors. You may not submit or post any material or information that is illegal; fraudulent, false, misleading, or deceptive; that is obscene, threatening, discriminatory, harassing, hateful, racially or ethnically offensive, defamatory, violent or promoting violence, or invasive of privacy; infringing of proprietary rights of any person or entity; or which contains software viruses, corrupted data, cancel bots, commercial solicitations, mass mailings, or any form of "spam." You may not use a false email address to impersonate any person or otherwise mislead as to the origin of any material or information you submit or post. You may not use or attempt to use another user's account without authorization.

Some parts of the Platform may allow you to post notes to your profile, or to communicate with us or third parties with whom we partner to provide you with access to service or features ("Third Party Partners"), including the submission of images, materials, or information ("Personal User Content"). In providing Personal User Content, you acknowledge that we, and our Third-Party Partners or our third party service providers ("Infrastructure Vendors") on behalf of us, may use the information to provide you services, show you content and material that's most relevant to you, improve our products and services, and help keep our products and services secure. As part of these efforts, we, or a Third Party Partner or Infrastructure Vendor on behalf of us, may monitor your communications with us or Third Party Partners. If you have a unique user name and/or password to access secure areas, you are responsible for protecting the user name and/or password and for any unauthorized use by others, with or without your permission.

Some parts of the Platform may allow you or other users to publicly post content ("Visitor Content"). You grant us the unrestricted right to use or distribute, free of charge, any Visitor Content posted on the Platform by you. You acknowledge that you are not entitled to any form of compensation if you choose to submit ideas, feedback, or suggestions to us, and you grant us an unrestricted right to the ideas, feedback, or suggestions.

We do not represent or guarantee the truthfulness, accuracy, or reliability of any Personal User Content or Visitor Content or endorse any opinions expressed by users. We have no responsibility and assumes no liability for Personal

User Content or Visitor Content. Any reliance on Personal User Content or Visitor Content is at your own risk.

We may review, remove or edit any Personal User Content or Visitor Content at its discretion. We are not required or obligated to monitor any Personal User Content or Visitor Content but we have the right to do so for any purpose, including providing our operational services, ensuring compliance with these Terms, and complying with applicable law or other legal requirements. We may consult with and disclose unlawful conduct to law enforcement authorities and, pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law.

## **Your account and passwords**

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your password or account. It is your sole responsibility to (1) control the disclosure and use of your user name and password; (2) authorize, monitor, and control access to and use of your account and password; and (3) promptly inform the BeyondWell of any need to deactivate a password. You agree not to provide your sign-in credential in a manner that allows for any use of data mining, robots, or similar data gathering and extraction tools or any downloading or copying of account information for the benefit of another party.

## **Fingerprint identification/facial recognition on the App**

We may offer the option to sign in to the App using fingerprint identification or facial recognition. You can enable or disable this feature by updating the fingerprint identification or facial recognition setting in your App settings. We do not have access to your fingerprint or facial recognition information. If you choose to save your user name and password, which is required to enable fingerprint identification or facial recognition, they will be stored per your device and operating system's management of this data and not on our system.

You acknowledge that by enabling fingerprint identification or facial recognition, anyone who has a fingerprint or facial identification stored on your device will be able to access your account on the App. We caution you against storing the fingerprints or facial identification of others on your device. If you choose to do so and enable this sign in feature in the App, you should make sure that the individuals who have fingerprints or facial identification stored on your device are authorized to access the personal and account information available through the App.

We reserve the right to suspend or disable this feature at any time. For information on how your fingerprint, facial identification, and data are used and stored, refer to your device and operating system documentation.

## **Emails, Push notifications and Other Communications**

As part of your use of the Platform, you may receive notifications, alerts, emails, and other electronic communications from us or sent on our behalf by a Third Party Partner or Infrastructure Vendor. We may need to provide you with certain communications, such as service announcements or administrative messages. You agree to the receipt of these communications. Any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communication be in writing.

From time to time, we, or a Third Party Partner or an Infrastructure Vendor on our behalf, may send you communications to inform you about products, services, or new features that you may be interested in that are a part of the benefits offered by your Group Health Plan.

We, or a Third Party Partner or an Infrastructure Vendor on our behalf, may send you requests for feedback. You may opt out of receiving such communications by following the directions to opt out or by using the unsubscribe option contained in the communication. We, or a Third Party Partner or Infrastructure Vendor on our behalf, may also solicit feedback through links available to you in the Platform that will take you to a survey, should you choose to participate. Such participation is voluntary, and feedback may be linked to your user name by Third Party Partners or Infrastructure Vendors collecting the feedback on our behalf. We will not receive from our Third Party Partners or Infrastructure Vendors or provide your employer or Group Health Plan feedback information linked to you.

For the App, when you are signed in, you may additionally receive a message asking if you would like to allow in-App push notifications. Push notifications are a way for an application to deliver information, including alerts, sounds, and icon badges, to your mobile device. Push notifications can be delivered whether or not you are currently signed in and/or using the application and whether or not your device is in locked and/or in sleep mode. If you do not wish for others to view your notifications, you should adjust the privacy settings on your device. If you do not wish to receive push notifications from us, click "Don't Allow" or a similar button, when prompted. If you allow push

notifications from us but later decide you no longer want to receive them, you can adjust your settings options, or turn them off through your device notifications settings.

## **Cookies, Pixels & Similar Technologies**

Technologies like cookies, pixels and other identifiers (collectively, “Cookies and Similar Technologies”) are used to deliver, secure and understand products and services that we offer. Cookies are small files that are placed on your browser or device by the website you are viewing or app you are using. Pixel tags (also called clear GIFs, web beacons or pixels) are small blocks of code on a website or app that allow them to do things like read and place cookies and transmit information to us.

We use Cookies and Similar Technologies for a variety of reasons, such as allowing us to show you content and material that’s most relevant to you, improving our products and services, and helping to keep our products and services secure. While specific names of the Cookies and Similar Technologies that we use may change from time to time as we improve and update our products and services, they generally fall into the following categories of use: authentication, security, insights and measurements, localization, and Platform features and performance.

We sometimes use Infrastructure Vendors or partner with Third Party Partners to help us provide or inform you of certain products and services that are benefits offered through your group health plan. We may contract with these other companies that use Cookies and Similar Technology to collect information regarding your interaction with the Platform or your use of both the Platform and Third Party Websites and Partners. We may transfer information to Infrastructure Vendors who support our business, such as providing technical infrastructure services, storing, hosting or transferring data, analyzing how our products and services are used, measuring the effectiveness of services, providing customer service, and facilitating payments, incentives, or rewards. We may also transfer information to Third Party Partners who offer you additional services or features through our Platform.

Most browsers will allow you to disable cookies, can be set to notify you when you receive a cookie and thus give you an option to not accept it, or will allow you to choose an option not to have the browser track you. If you choose to disable cookies, certain functionality of a website or the Platform may be impaired or not work at all.

## **Device data**

You agree that we, our Infrastructure Vendors, or our Third Party Partners may collect the following information periodically and without further notice to you as a result of your use of the Platform: technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals.

## **Online Privacy**

For more information about privacy or about how BeyondWell generally manages your personal information, see your Group Health Plan or Group Health Plan Administrator’s privacy policy.

## **Security practices**

Protecting your personal information is important to us. We are committed to protecting the information you provide through the Platform. We attempt to protect online information according to applicable laws and established company security standards and practices. We have security measures in place to protect against the loss and misuse or alteration of information under our control, and we continually evaluate new technologies for safeguarding your information. However, we cannot guarantee the confidentiality or security of electronic transmissions via the Internet because they may potentially use unsecure computers and links, and data may be lost or intercepted by unauthorized parties during such transmission. If you wish to submit personal or confidential information by a more secure means of communication, contact us.

## **Disclaimers**

ALTHOUGH WE ATTEMPT TO MAINTAIN THE ACCURACY AND INTEGRITY OF THE CONTENT ON THE PLATFORM, BEYONDWELL MAKES NO GUARANTY AS TO ITS CORRECTNESS, COMPLETENESS, OR ACCURACY. THE PLATFORM ALONG WITH ALL INFORMATION, CONTENT, MATERIALS, AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU ARE PROVIDED BY BEYONDWELL ON AN “AS IS” AND “AS AVAILABLE” BASIS. BEYONDWELL

MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PLATFORM, OR THE INFORMATION, CONTENT, MATERIALS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PLATFORM. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE SERVICES, THE APP, AND THE SUBMISSION OF ANY INFORMATION BY YOU IS AT YOUR SOLE RISK. BEYONDWELL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Limitation of BeyondWell and its suppliers and licensors**

BEYONDWELL AND ITS SUPPLIERS AND LICENSORS (INCLUDING, FOR THE PURPOSES OF THIS ENTIRE SECTION, ALL THIRD PARTY PARTNERS, INFRASTRUCTURE VENDORS, AND ANY OTHER PROVIDERS OF SERVICES AND CONTENT FOR THIS WEB SITE OR APP) SHALL NOT BE LIABLE TO YOU, UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF LIABILITY OR INDEMNITY, FOR ANY DAMAGES OR PENALTIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE USE OR INABILITY TO USE THE SITE OR THE APP, EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Use of content**

The contents of the Platform are protected by copyright. The collective work of the Platform may also include work that is the property of others, which work is also protected by copyright or other intellectual property laws. Unauthorized use may violate copyright, trademark and other laws. BeyondWell authorizes you to view and download material on the Platform solely for your own use. You must keep all copyright and other proprietary notices on any copies you make. You may not sell or modify the material or otherwise use it for any public or commercial purpose.

### **DMCA**

BeyondWell respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, you may send us a notice requesting that the material be removed. When submitting a notice, provide us with the following information: (i) a physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) description of the copyrighted work that you claim has been infringed upon; (iii) a description of where the material that you claim is infringing is located on the Site or the App; (iv) your address, telephone number, and email address; (v) a statement by you, made under penalty of perjury, that the above information in your notice is accurate, that you are the copyright owner or authorized to act on the copyright owner's behalf, and that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law. BeyondWell's Copyright Agent for notice of claims of copyright infringement can be reached as follows: Copyright Agent, Attn: Legal Department, PO Box 1271, Portland, OR 97207.

### **Trademarks**

BeyondWell's name and any other names of BeyondWell or its affiliates, or websites, publications, products, content or services referenced on the Site or the App are the exclusive trademarks or service marks of BeyondWell or its affiliates, including without limitation the "look and feel" of the Site and the App and the color combinations, layout and other graphical elements. You may not use BeyondWell's trademarks or those of its affiliates, in any manner without the express, written permission of BeyondWell or its affiliates. Other product and company names that appear may be subject to trademark or other rights of other parties.

### **Third parties**

The Platform may provide links to other websites that are not owned or controlled by BeyondWell ("Third Party Websites"). BeyondWell has no control over other websites or other resources accessed through such links. BeyondWell provides links to Third Party Websites to connect you to additional sources of health information or Third Party Services that may be of interest to you. Such links are provided for your convenience only, and do not constitute an endorsement of the Third Party Websites or content by BeyondWell. BeyondWell makes no guarantees and disclaims any implied representations or warranties about the accuracy, relevance, timeliness, completeness or appropriateness of these third party resources, the information contained in them or the products or services they provide. BeyondWell shall not be liable, directly or indirectly, for any damage or loss incurred by you in connection with websites or resources accessed through links.

We may also provide access to services managed by Third Party Partners with whom we have made arrangements to offer you these services through the App. These Third Party Partners may be co-branded, meaning that they display the our logo and the logo of the Third Party Partner, or white-labeled, meaning that they display just the our name and/or logo, but they are owned and controlled by the Third Party Partner. In each such instance, where practicable, we will let you know when you are leaving the App and accessing a Third Party Partner. The Third Party Partners may collect data you submit to provide you with access to their service; to understand how you use their services; to troubleshoot and protect against errors; to perform data analysis and testing; and to improve their products, among other possible uses. Some of the services made available through the App may be subject to additional Third Party Partner terms, privacy policies, and disclosures, and those terms, privacy policies, and disclosures are incorporated into these Terms by reference, including the following Third Party Partner terms, privacy policies, and disclosures:

- OnLife Privacy Policies

We make no guarantees and disclaims any implied representations or warranties about the accuracy, relevance, timeliness, completeness, or appropriateness of the Third Party Websites or Partners, the information contained in them or the products, or services they provide. We shall not be liable, directly or indirectly, for any damage or loss incurred by you in connection with Third Party Websites accessed through links or the services of Third Party Partners. We are not responsible for the content, security, or the privacy practices of Third Party Websites or Third Party Partners. Review the privacy statement and any terms of use of each Third Party Website you visit or Third Party Partners you access.

### **Linking to and framing of this Site**

You may not frame any BeyondWell content, or use any trademark, logo or other proprietary information on the Site, without BeyondWell's express written consent. You may not use BeyondWell's name or trademarks in any metatags or other hidden text without the express written consent of BeyondWell. You may link to this Site for noncommercial purposes only. BeyondWell reserves the right to demand you remove any such link at any time, for any or no reason, and at BeyondWell's sole discretion.

### **Compliance with COPPA**

The Platform is not directed at children under the age of 13. BeyondWell complies with the Children's Online Privacy Protection Act and does not knowingly permit registration or submission of personally identifiable information by anyone younger than 13 years of age.

### **Termination**

BeyondWell may terminate your right to access or use the Platform at any time without notice, with or without cause. BeyondWell reserves the right to block, delete or stop the uploading of materials and communications that it in its sole discretion finds unacceptable for any reason.

### **Governing law and disputes**

These Terms, and any dispute that may arise between you and BeyondWell, will be governed by the laws of the State of Oregon without regard to conflict of laws or principles. The Terms, as may be amended from time to time, set forth the entire understanding between you and BeyondWell as to the subject matter of the Terms, unless otherwise specifically provided under a written agreement. Jurisdiction and venue will be in the courts of Multnomah County, Ore. for any disputes arising out of or relating to these Terms.

### **Geographic restrictions**

We are based in the state of Oregon in the United States. The Site and the App, including Third Party Partner services, are provided for use only by persons located in the United States. We make no claims that the Site or the App is accessible or appropriate outside of the United States. Access to the Site or App may not be legal by certain persons or in certain countries. If you access the Site or the App from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## Miscellaneous

If any provision of the Terms is found to be invalid or unenforceable, the remainder of the Terms shall remain in full force and effect, and all Terms shall be enforced to the fullest extent permitted by law. No waiver or failure to assert any provision of the Terms shall be valid unless in writing and signed by an officer of BeyondWell. BeyondWell may assign its rights and duties under the Terms to any party, at any time, without notice. BeyondWell reserves all rights not expressly granted in these Terms.

Effective Date: September 1, 2019



## Non-Medical care

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Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is (are) healthcare professionals, such as health coaches, nurses, or other health professionals, in order to provide you with those services, should you receive them, under the wellness program.

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The information provided on the Site or through the App is not a substitute for the advice of your personal physician or other qualified health care professional. Always seek the advice of your physician or other qualified health care professional with any questions you may have regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site or through the App. If you think you have a medical or psychiatric emergency, call 911 or go to the nearest hospital.

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Some parts of the Platform may allow you to post notes to your profile, or to communicate with us or third parties with whom we partner to provide you with access to service or features ("Third Party Partners"), including the submission of images, materials, or information ("Personal User Content"). In providing Personal User Content, you acknowledge that we, and our Third-Party Partners or our third party service providers ("Infrastructure Vendors") on behalf of us, may use the information to provide you services, show you content and material that's most relevant to you, improve our products and services, and help keep our products and services secure. As part of these efforts, we, or a Third Party Partner or Infrastructure Vendor on behalf of us, may monitor your communications with us or Third Party Partners. If you have a unique user name and/or password to access secure areas, you are responsible for protecting the user name and/or password and for any unauthorized use by others, with or without your permission.

Some parts of the Platform may allow you or other users to publicly post content ("Visitor Content"). You grant us the unrestricted right to use or distribute, free of charge, any Visitor Content posted on the Platform by you. You acknowledge that you are not entitled to any form of compensation if you choose to submit ideas, feedback, or suggestions to us, and you grant us an unrestricted right to the ideas, feedback, or suggestions.

We do not represent or guarantee the truthfulness, accuracy, or reliability of any Personal User Content or Visitor Content or endorse any opinions expressed by users. We have no responsibility and assumes no liability for Personal User Content or Visitor Content. Any reliance on Personal User Content or Visitor Content is at your own risk.

We may review, remove or edit any Personal User Content or Visitor Content at its discretion. We are not required or obligated to monitor any Personal User Content or Visitor Content but we have the right to do so for any purpose, including providing our operational services, ensuring compliance with these Terms, and complying with applicable law or other legal requirements. We may consult with and disclose unlawful conduct to law enforcement authorities and, pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law.

## **Your account and passwords**

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your password or account. It is your sole responsibility to (1) control the disclosure and use of your user name and password; (2) authorize, monitor, and control access to and use of your account and password; and (3) promptly inform the BeyondWell of any need to deactivate a password. You agree not to provide your sign-in credential in a manner that allows for any use of data mining, robots, or similar data gathering and extraction tools or any downloading or copying of account information for the benefit of another party.

## **Fingerprint identification/facial recognition on the App**

We may offer the option to sign in to the App using fingerprint identification or facial recognition. You can enable or disable this feature by updating the fingerprint identification or facial recognition setting in your App settings. We do not have access to your fingerprint or facial recognition information. If you choose to save your user name and password, which is required to enable fingerprint identification or facial recognition, they will be stored per your device and operating system's management of this data and not on our system.

You acknowledge that by enabling fingerprint identification or facial recognition, anyone who has a fingerprint or facial identification stored on your device will be able to access your account on the App. We caution you against storing the fingerprints or facial identification of others on your device. If you choose to do so and enable this sign in feature in the App, you should make sure that the individuals who have fingerprints or facial identification stored on your device are authorized to access the personal and account information available through the App. We reserve the right to suspend or disable this feature at any time. For information on how your fingerprint, facial identification, and data are used and stored, refer to your device and operating system documentation.

## **Emails, Push notifications and Other Communications**

As part of your use of the Platform, you may receive notifications, alerts, emails, and other electronic communications from us or sent on our behalf by a Third Party Partner or Infrastructure Vendor. We may need to provide you with certain communications, such as service announcements or administrative messages. You agree to the receipt of these communications. Any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communication be in writing.

From time to time, we, or a Third Party Partner or an Infrastructure Vendor on our behalf, may send you communications to inform you about products, services, or new features that you may be interested in. You may opt out of receiving such communications through either going to your account settings and adjusting your communication preferences or by following directions to opt out or unsubscribe contained in the communication.

We, or a Third Party Partner or an Infrastructure Vendor on our behalf, may send you requests for feedback. You may opt out of receiving such communications by following the directions to opt out or by using the unsubscribe option contained in the communication. We, or a Third Party Partner or Infrastructure Vendor on our behalf, may also solicit feedback through links available to you in the Platform that will take you to a survey, should you choose to participate. Such participation is voluntary, and feedback may be linked to your user name by Third Party Partners or Infrastructure Vendors collecting the feedback on our behalf. We will not receive from our Third Party Partners or Infrastructure Vendors or provide your Employer feedback information linked to you.

For the App, when you are signed in, you may additionally receive a message asking if you would like to allow in-App push notifications. Push notifications are a way for an application to deliver information, including alerts, sounds, and icon badges, to your mobile device. Push notifications can be delivered whether or not you are currently signed in and/or using the application and whether or not your device is in locked and/or in sleep mode. If you do not wish for others to view your notifications, you should adjust the privacy settings on your device. If you do not wish to receive push notifications from us, click "Don't Allow" or a similar button, when prompted. If you allow push

notifications from us but later decide you no longer want to receive them, you can adjust your settings options, or turn them off through your device notifications settings.

## **Cookies, Pixels & Similar Technologies**

Technologies like cookies, pixels and other identifiers (collectively, “Cookies and Similar Technologies”) are used to deliver, secure and understand products and services that we offer. Cookies are small files that are placed on your browser or device by the website you are viewing or app you are using. Pixel tags (also called clear GIFs, web beacons or pixels) are small blocks of code on a website or app that allow them to do things like read and place cookies and transmit information to us.

We use Cookies and Similar Technologies for a variety of reasons, such as allowing us to show you content and material that’s most relevant to you, improving our products and services, and helping to keep our products and services secure. While specific names of the Cookies and Similar Technologies that we use may change from time to time as we improve and update our products and services, they generally fall into the following categories of use: authentication, security, insights and measurements, localization, and Platform features and performance.

We sometimes use Infrastructure Vendors or partner with Third Party Partners to help us provide or inform you of certain products and services. We may contract with these other companies that use Cookies and Similar Technology to collect information regarding your interaction with the Platform or your use of both the Platform and Third Party Websites and Partners. We may transfer information to Infrastructure Vendors who support our business, such as providing technical infrastructure services, storing, hosting or transferring data, analyzing how our products and services are used, measuring the effectiveness of services, providing customer service, and facilitating payments, incentives or rewards. We may also transfer information to Third Party Partners who offer you additional services or features through our Platform.

Most browsers will allow you to disable cookies, can be set to notify you when you receive a cookie and thus give you an option to not accept it, or will allow you to choose an option not to have the browser track you. If you choose to disable cookies, certain functionality of a website or the Platform may be impaired or not work at all.

## **Device data**

You agree that we, our Infrastructure Vendors, or our Third Party Partners may collect the following information periodically and without further notice to you as a result of your use of the Platform: technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals.

## **Online Privacy**

For more information about privacy or about how BeyondWell generally manages your personal information, see [Notice of privacy practices](#).

## **Security practices**

Protecting your personal information is important to us. We are committed to protecting the information you provide through the Platform. We attempt to protect online information according to applicable laws and established company security standards and practices. We have security measures in place to protect against the loss and misuse or alteration of information under our control, and we continually evaluate new technologies for safeguarding your information. However, we cannot guarantee the confidentiality or security of electronic transmissions via the Internet because they may potentially use unsecure computers and links, and data may be lost or intercepted by unauthorized parties during such transmission. If you wish to submit personal or confidential information by a more secure means of communication, contact us.

## **Disclaimers**

ALTHOUGH WE ATTEMPT TO MAINTAIN THE ACCURACY AND INTEGRITY OF THE CONTENT ON THE PLATFORM, BEYONDWELL MAKES NO GUARANTY AS TO ITS CORRECTNESS, COMPLETENESS, OR ACCURACY. THE PLATFORM ALONG WITH ALL INFORMATION, CONTENT, MATERIALS, AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU ARE PROVIDED BY BEYONDWELL ON AN “AS IS” AND “AS AVAILABLE” BASIS. BEYONDWELL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PLATFORM, OR THE INFORMATION, CONTENT, MATERIALS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE

MADE AVAILABLE TO YOU THROUGH THE PLATFORM. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE SERVICES, THE APP, AND THE SUBMISSION OF ANY INFORMATION BY YOU IS AT YOUR SOLE RISK. BEYONDWELL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Limitation of BeyondWell and its suppliers and licensors**

BEYONDWELL AND ITS SUPPLIERS AND LICENSORS (INCLUDING, FOR THE PURPOSES OF THIS ENTIRE SECTION, ALL THIRD PARTY PARTNERS, INFRASTRUCTURE VENDORS, AND ANY OTHER PROVIDERS OF SERVICES AND CONTENT FOR THIS WEB SITE OR APP) SHALL NOT BE LIABLE TO YOU, UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF LIABILITY OR INDEMNITY, FOR ANY DAMAGES OR PENALTIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE USE OR INABILITY TO USE THE SITE OR THE APP, EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Use of content**

The contents of the Platform are protected by copyright. The collective work of the Platform may also include work that is the property of others, which work is also protected by copyright or other intellectual property laws. Unauthorized use may violate copyright, trademark and other laws. BeyondWell authorizes you to view and download material on the Platform solely for your own use. You must keep all copyright and other proprietary notices on any copies you make. You may not sell or modify the material or otherwise use it for any public or commercial purpose.

### **DMCA**

BeyondWell respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, you may send us a notice requesting that the material be removed. When submitting a notice, provide us with the following information: (i) a physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) description of the copyrighted work that you claim has been infringed upon; (iii) a description of where the material that you claim is infringing is located on the Site or the App; (iv) your address, telephone number, and email address; (v) a statement by you, made under penalty of perjury, that the above information in your notice is accurate, that you are the copyright owner or authorized to act on the copyright owner's behalf, and that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law. BeyondWell's Copyright Agent for notice of claims of copyright infringement can be reached as follows: Copyright Agent, Attn: Legal Department, PO Box 1271, Portland, OR 97207.

### **Trademarks**

BeyondWell's name and any other names of BeyondWell or its affiliates, or websites, publications, products, content or services referenced on the Site or the App are the exclusive trademarks or service marks of BeyondWell or its affiliates, including without limitation the "look and feel" of the Site and the App and the color combinations, layout and other graphical elements. You may not use BeyondWell's trademarks or those of its affiliates, in any manner without the express, written permission of BeyondWell or its affiliates. Other product and company names that appear may be subject to trademark or other rights of other parties.

### **Third parties**

The Platform may provide links to other websites that are not owned or controlled by BeyondWell ("Third Party Websites"). BeyondWell has no control over other websites or other resources accessed through such links. BeyondWell provides links to Third Party Websites to connect you to additional sources of health information or Third Party Services that may be of interest to you. Such links are provided for your convenience only, and do not constitute an endorsement of the Third Party Websites or content by BeyondWell. BeyondWell makes no guarantees and disclaims any implied representations or warranties about the accuracy, relevance, timeliness, completeness or appropriateness of these third party resources, the information contained in them or the products or services they provide. BeyondWell shall not be liable, directly or indirectly, for any damage or loss incurred by you in connection with websites or resources accessed through links.

We may also provide access to services managed by Third Party Partners with whom we have made arrangements to offer you these services through the App. These Third Party Partners may be co-branded, meaning that they

display the our logo and the logo of the Third Party Partner, or white-labeled, meaning that they display just the our name and/or logo, but they are owned and controlled by the Third Party Partner. In each such instance, where practicable, we will let you know when you are leaving the App and accessing a Third Party Partner. The Third Party Partners may collect data you submit to provide you with access to their service; to understand how you use their services; to troubleshoot and protect against errors; to perform data analysis and testing; and to improve their products, among other possible uses. Some of the services made available through the App may be subject to additional Third Party Partner terms, privacy policies, and disclosures, and those terms, privacy policies, and disclosures are incorporated into these Terms by reference, including the following Third Party Partner terms, privacy policies, and disclosures:

- OnLife Privacy Policies

We make no guarantees and disclaims any implied representations or warranties about the accuracy, relevance, timeliness, completeness, or appropriateness of the Third Party Websites or Partners, the information contained in them or the products, or services they provide. We shall not be liable, directly or indirectly, for any damage or loss incurred by you in connection with Third Party Websites accessed through links or the services of Third Party Partners. We are not responsible for the content, security, or the privacy practices of Third Party Websites or Third Party Partners. Review the privacy statement and any terms of use of each Third Party Website you visit or Third Party Partners you access.

### **Linking to and framing of this Site**

You may not frame any BeyondWell content, or use any trademark, logo or other proprietary information on the Site, without BeyondWell's express written consent. You may not use BeyondWell's name or trademarks in any metatags or other hidden text without the express written consent of BeyondWell. You may link to this Site for noncommercial purposes only. BeyondWell reserves the right to demand you remove any such link at any time, for any or no reason, and at BeyondWell's sole discretion.

### **Compliance with COPPA**

The Platform is not directed at children under the age of 13. BeyondWell complies with the Children's Online Privacy Protection Act and does not knowingly permit registration or submission of personally identifiable information by anyone younger than 13 years of age.

### **Termination**

BeyondWell may terminate your right to access or use the Platform at any time without notice, with or without cause. BeyondWell reserves the right to block, delete or stop the uploading of materials and communications that it in its sole discretion finds unacceptable for any reason.

### **Governing law and disputes**

These Terms, and any dispute that may arise between you and BeyondWell, will be governed by the laws of the State of Oregon without regard to conflict of laws or principles. The Terms, as may be amended from time to time, set forth the entire understanding between you and BeyondWell as to the subject matter of the Terms, unless otherwise specifically provided under a written agreement. Jurisdiction and venue will be in the courts of Multnomah County, Ore. for any disputes arising out of or relating to these Terms.

### **Geographic restrictions**

We are based in the state of Oregon in the United States. The Site and the App, including Third Party Partner services, are provided for use only by persons located in the United States. We make no claims that the Site or the App is accessible or appropriate outside of the United States. Access to the Site or App may not be legal by certain persons or in certain countries. If you access the Site or the App from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Miscellaneous**

If any provision of the Terms is found to be invalid or unenforceable, the remainder of the Terms shall remain in full force and effect, and all Terms shall be enforced to the fullest extent permitted by law. No waiver or failure to assert any provision of the Terms shall be valid unless in writing and signed by an officer of BeyondWell. BeyondWell may

assign its rights and duties under the Terms to any party, at any time, without notice. BeyondWell reserves all rights not expressly granted in these Terms.

Effective Date: September 1, 2019

## California Citizen Rights

Individuals who reside in the state of California, a "consumer," as that term is defined under California law, have additional rights reserved under the California Consumer Privacy Act (CCPA) and the California Shine the Light law:

- Right to Opt-Out. We do not sell personal information.
- Right to Request Personal Information. As a consumer, you have the "right to know" and request that we disclose what personal information we collect, use, and disclose. See the instructions below for submitting a verifiable request, including through the online request form offered by us. You have the right to request the categories of personal information, as detailed under the CCPA, we have collected and store about you. In addition, you have the right to request categories of sources of personal information we collected about you, the business or commercial purpose for collecting, the categories of third parties with whom we share that personal information, and the specific pieces of personal information we have collected about you. Categories of personal information that we disclosed about you for a business purpose may also be requested, with the appropriate lists provided under the CCPA. Upon receipt of a verifiable consumer request, described below in this Privacy Statement/Notice, from you to access personal information, we will promptly take steps to disclose and deliver, free of charge to you, the personal information required by this section and within the timeframes permitted for responding to exercise of this or other applicable right(s). The information may be delivered by mail or electronically, dependent on portability and technical considerations under the CCPA. We may provide personal information to you at any time following a verified request, but shall not be required to provide personal information to you more than twice in a 12-month period.
- Right to Delete Personal Information. You have the right to request we delete personal information we, or our service providers, store about you. Please keep in mind our response to such a request, upon verification, may include an explanation of the business purpose under which we may retain your information (for example, we would need to retain copies of a business transaction for financial records) in accordance with the CCPA.
- Non-Discrimination. If you elect to exercise any right(s) under this section of our Privacy Statement, we will not discriminate or retaliate against you.

If you are a California consumer and have additional questions based on this section of our Privacy Statement, please use this [web form](#), email us at [compliance@cambiahealth.com](mailto:compliance@cambiahealth.com), or call us toll-free at 877-878-2273. Also, be sure to check this policy for updates as we will review it at least every 12 months and make updates as necessary.

### Identify Verification Requirement

We are required by law to verify that any data access request submitted under the authority of the CCPA was made by someone with the legal right to access the personal information requested. Therefore, prior to accessing or divulging any information pursuant to a data subject access request, under the terms of the CCPA, we may request that you provide us with additional information in order for us to verify your identity, your request, and legal authority (ex. authorized representative). Only you, or a person registered with the California Secretary of State 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. Please indicate in your request if either of these apply, as additional verification may apply (ex. verify consumer's identify and confirm with impacted person(s) that the authorized agent has permission to submit the request).

A 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. A verifiable request must also include sufficient detail that allows us to properly understand, evaluate, and respond to it.

In general, our verification process includes reviewing the information submitted in the request, comparing it to the right(s) requested; the number of verification points/methods required by the CCPA; and the type, sensitivity, and risk of information requested, including to the consumer, from unauthorized disclosure or deletion. An account is not required with us in order to make a request. We will use personal information provided in a verifiable consumer request to verify the requestor's identity and authority to make the request, or otherwise as permitted by the CCPA



(ex. record retention). We will respond to a verifiable consumer request within 45 days of its receipt, and if we require more time (up to 90 total days), we will inform you of the reason of the extension in writing. A response to a consumer request will be provided as required by the CCPA, such as through an account (if one exists), or otherwise by mail or electronically.

### Access Request Responses

Under the CCPA, there may be certain circumstances where we would deny your request to access, receive, or delete personal information we hold. For example, we would deny requests where any such access or disclosure would interfere with our regulatory or legal obligations, where we cannot verify your identity, and/or where exemptions/exceptions permitted by the CCPA apply. We also have the ability under the CCPA to deny requests if it would result in our disproportionate cost or effort. Further, certain rights granted by the CCPA will not be effective until January 1, 2021. However, even where we will not substantively complete a request made under the CCPA, we will still provide a response and explanation to your request within a reasonable time frame and as required by law.

### Disclosure of Categories

As defined by the CCPA, categories of personal information collected from consumers by us within the past 12 months include:

Categories	Examples	Collected (Yes or No)
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 listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	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 financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	Yes
C. Protected classification characteristics under California 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, face prints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	Yes
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	Yes

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 (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	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.	No
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 may also be collected in the course of a natural person acting as a current or former job applicant, employee, director, officer, or contractor within the context of that natural person's role. Additional information collected may include emergency contact and information to administer benefits, including to another person.

"Personal information" does not include publicly available information, meaning information that is lawfully made available from federal, state, or local government records. "Publicly available" does not mean biometric information collected by a business about a consumer without the consumer's knowledge. "Personal information" also does not include consumer information that is deidentified or aggregate consumer information. This Notice addresses online and offline practices by us. Information excluded from the CCPA's scope includes health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Other information excluded includes those covered by the California Confidentiality of Medical Information Act (CMIA) or clinical trial data, and personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

Personal information is collected and may be used to provide the services to you, to perform obligations under agreements, to provide information and notifications to you or an authorized representative, to protect the rights and safety of you and/or others, to comply with court and other legal requirements, for business purposes and as otherwise set forth in the CCPA, to conduct organizational and operational needs, and as otherwise described when collecting personal information or within this page. A request for personal information collected and/or deletion, noted above, may involve categories and/or specific pieces of information. However, certain exemptions and exceptions may apply in responding to a request.

This business has not sold categories of personal information within the meaning of the CCPA, including minors under 16 years of age.

Categories of personal information from our consumers disclosed for a business purpose within the past 12 months include:

- (A) Identifiers such as real name, alias, postal address, unique identifiers, online identifiers, internet protocol address, email address, account name, social security number, driver's license number, passport number, or similar identifiers;
- (B) Categories of personal information as described in California Civil Code 1798.80(e);
- (C) Characteristics of protected classifications under California or federal law;
- (D) Commercial information, including records of personal property, products or services purchased, obtain, or considered, or other purchasing or consuming histories or tendencies;
- (E) Biometric information;
- (F) Internet or other electronic network activity information, including but not limited to, browsing history,

search history, and information regarding a consumer's interaction with an internet website, application, or advertisement;

(I) Professional or employment-related information; and

(K) Inferences drawn from any of the information identified in this subdivision to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

Business purposes may include auditing (ex. auditing and legal/regulatory compliance), security (ex. detecting security breaches), debugging (ex. identifying and fixing technical errors), short-term uses (ex. ad customization), performing services (ex. processing transactions), internal research (ex. product development), and testing/improvement (ex. improvement of technology).

Categories of sources from which personal information was directly and indirectly collected in the past 12 months include from you and/or authorized agents (ex. documents provided to us related to the services for which you/they engage us, and information we collect in the course of providing services to you/them); interaction with our platforms and services (ex. website portal); and third parties (ex. those that provide services such as purchased information, advertising networks, internet service providers, operating systems and platforms, social networks, and data brokers). This could include information obtained on websites and services from third parties that interact with us in connection with the services we perform or are linked to.

Categories of third parties with whom the business shared personal information in the past 12 months include authorized agents, affiliates, service providers (such as those described previously), contractors, and authorized third parties.

### **Contact Us**

To make a request please contact us at please contact the us at [compliance@cambiahealth.com](mailto:compliance@cambiahealth.com) with "CCPA Personal Information Request" in the subject line, and provide us with full details in relation to your request, including your contact information, the specific name of this business, and any other detail you feel is relevant. You can also use the other contact methods mentioned previously. If you are from another area (ex. state) and believe you are entitled to exercise applicable right(s), please use the email address and/or phone number given and include relevant details.

Last Updated: June 30, 2020