

My Summit Health  
Last Updated: May 28, 2021

Article I: Terms of Use

PLEASE READ THESE TERMS OF USE

These Terms of Use are a legal agreement (these “Terms”) between you and Summit Health Management, LLC (referred to herein as “SHM”, “our”, or “we”), and govern your access to and use of the services available on the mobile application offered under the name My Summit Health (the “App”). Please read these Terms carefully before using the App. We may revise these Terms at any time and without notice. Your continued use of the App will constitute your acceptance of these changes and the current version of these Terms. These Terms will govern any App upgrades that replace or supplement the original App, unless you are notified of supplemental and/or differing terms of use in connection with such upgrade, in which case the supplemental and/or differing terms of use shall govern.

Note that Section K of these Terms contains important provisions that limit the remedies available to you in the event of certain disputes, including provisions that require you to bring claims on an individual basis and not as part of a class or representative action or proceeding.

A. Account Enrollment

To access the App, you must first establish an individual user account (“Account”) by providing certain information. You agree to provide true, accurate, current, and complete information on the Account enrollment form. By creating an account, you hereby represent and warrant that: (1) you are an individual of at least eighteen (18) years of age; (2) you have the legal power and authority to agree to, and be bound by, these Terms; and (3) if you are accepting these Terms for another person (a “Third Party”) as such Third Party’s parent, or legally appointed representative (e.g., conservator, power of attorney), you agree to these Terms on behalf of such Third Party. You are responsible for maintaining the confidentiality of your Account, including your username and password, and you are responsible for all activity that occurs under your Account. You agree to immediately notify SHM of any unauthorized use of your Account.

B. Privacy

SHM respects your privacy and is committed to protecting the personal information that you share with us. Please refer to our Privacy Policy set forth in Article III below to learn more about how SHM collects and uses your personal information through the App.

C. Use of the App

The App is offered as a convenience to users, and provides users with access to services such as scheduling, care coordination, direct messaging, certain video-based telehealth services, and payment processing. The App facilitates access to these services; no doctor/patient relationship is established with SHM by your use of the App, and no diagnosis or treatment is being provided

by SHM through the App. Any medical services accessed by you through the App are provided by affiliated medical service providers pursuant to the Terms of Services set forth in Article II below, and not SHM. We may add or remove features of the App in our sole discretion.

Subject to your compliance with these Terms, SHM hereby grants you a personal, non-exclusive, non-transferrable, non-sublicensable, limited, revocable license to access and use the App solely for personal, non-commercial purposes (the "License"). If you are registering on behalf of a Third Party, such Third Party may access and use the App for personal, non-commercial purposes only.

With respect to your use of the App, you agree to the following:

- i) You will use the App in accordance with all applicable laws, rules, and regulations;
- ii) You will not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates thereto, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law);
- iii) You will not use any robot, spider, or other device to download, index, or "data mine" the App;
- iv) You will not use the App to collect and/or use other user information;
- v) You will not attempt to probe, scan, or test the vulnerability of the App, or any of SHM's systems, network infrastructure, or servers;
- vi) You will not try to interfere in any way with the App, its networks, or its security, or try to use the App to gain unauthorized access to any other computer system, or other user's account;
- vii) You will not provide any false, or misleading information about yourself when using the App.

If you choose to provide us with any comments, suggestions, or feedback ("Feedback"), you agree that we have the right to use the Feedback without restriction, and you are not entitled to any compensation for the Feedback.

#### D. Payment Authorization

By inputting credit card or other payment information into the App ("Payment Method"), you are expressly agreeing that SHM, or its designee, is authorized to charge to the Payment Method any fees for which you utilize the App to pay. You agree that such authorization to charge your Payment Method remains in effect until you cancel it in writing, and you agree to notify SHM of any changes to your Payment Method. You certify that you are an authorized user of the Payment Method, and that you will not dispute charges that correspond to fees for which you utilize the App to pay. You acknowledge that the origination of ACH transactions to your Account must comply with applicable provisions of U.S. law.

#### E. Service Use Termination

The License is effective until terminated by you or SHM. You may terminate the License by not using the App anymore. SHM may terminate the License without notice to you if you fail to comply with these Terms, or for any other reason, and accordingly deny you access to the App. Even after termination of the License, these Terms will remain in effect such that all provisions of these Terms that are intended to survive termination of the License shall so survive.

F. Links to Third Party Applications and Websites

The App may allow you to connect your Account to other applications owned or operated by third-parties or may link to other websites that are owned or operated by third parties. SHM is not responsible, and disclaims all liability, for the privacy, security, performance, and service practices of any such third-party applications and websites.

Video-based telehealth services accessed via the App are provided through an application owned by American Well Corporation, and licensed to SHM (the “Telehealth Application”). The Telehealth Services Terms of Use as stated in Article IV below (the “Telehealth Terms of Use”) govern your use of the Telehealth Application. Please read the Telehealth Terms of Use carefully before using the Telehealth Application. To the extent there is a conflict between these Terms, and the Telehealth Terms of Use, the Telehealth Terms of Use shall govern with respect to your use of the Telehealth Application.

G. Intellectual Property

SHM retains all rights, title, and interest, including all intellectual property rights, in and to the App, including all product names, company names, trade names, logos, service marks, and tradenames contained therein. You acknowledge and agree that neither you nor a Third Party acquire any right, title, or interest in or to the App or any component thereof except for the License expressly granted to you herein. You may not publish, reproduce, distribute, display, perform, edit, adapt, modify, or otherwise exploit any part of the App without our written consent.

H. Disclaimers

YOUR USE OF THE APP IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE APP IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SHM DISCLAIMS ALL WARRANTIES, EXPRESS AND/OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE AND NON-INFRINGEMENT. SHM DOES NOT WARRANT THAT THE APP OR ANY THIRD-PARTY APPLICATION OR WEBSITE LINKED OR ACCESSED FROM THE APP WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE INFORMATION, CONTENT, MATERIALS, COMMUNICATIONS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THEREFROM ARE FREE FROM VIRUSES OR OTHER DESTRUCTIVE COMPONENTS.

SHM IS NOT OFFERING SPECIFIC MEDICAL OR OTHER PROFESSIONAL ADVICE TO YOU THROUGH THE APP. THE CONTENT INCLUDED IN THE APP IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD BE USED IN CONSULTATION WITH A PHYSICIAN OF YOUR CHOICE.

SOME STATES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. BUT, TO THE EXTENT NOT PROHIBITED BY LAW, SHM EXCLUDES ALL WARRANTIES.

I. Limitation of Liability

YOU AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE APP. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL SHM, ITS AFFILIATED COMPANIES, AND/OR ITS OR THEIR RESPECTIVE OWNERS, MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (THE "SHM PARTIES"), BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE APP, AND/OR FROM ANY INFORMATION, CONTENT, SERVICES, OR ANY OTHER MATERIAL INCLUDED IN OR MADE AVAILABLE TO YOU THROUGH THE APP. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNDER NO CIRCUMSTANCES WILL THE SHM PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, THOSE RELATING TO LOSS OF DATA, GOODWILL, PROFITS, SALES, OR USE, WHETHER OR NOT THE SHM PARTIES HAVE BEEN ADVISED OF SUCH POSSIBILITY, OR UNDER ANY LEGAL OR EQUITABLE THEORY, IN TORT, IN CONTRACT, AT EQUITY, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, YOUR USE OF THE APP AND/OR FROM ANY INFORMATION, CONTENT, SERVICES, OR ANY OTHER MATERIAL INCLUDED IN OR MADE AVAILABLE TO YOU THROUGH THE APP.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SHM'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW.

YOU AGREE THAT YOUR SOLE REMEDY FOR ANY CLAIM ARISING OUT OF OR CONNECTED WITH THE APP WILL BE FOR YOU TO CEASE USING THE APP.

J. Indemnification

TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE SHM PARTIES FROM ALL COMPLAINTS, CHARGES, CLAIMS, LOSSES, EXPENSES, DAMAGES, COSTS, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATING IN ANY WAY TO (A) YOUR ACCESS TO OR USE OF THE APP; AND/OR (B) ANY BREACH BY YOU OF THESE TERMS. WE RESERVE THE RIGHT TO

ASSUME THE EXCLUSIVE DEFENSE OF ANY CLAIM FOR WHICH WE ARE ENTITLED TO INDEMNIFICATION UNDER THIS SECTION. IN SUCH EVENT, YOU WILL PROVIDE US WITH SUCH COOPERATION AS WE REASONABLY REQUEST.

K. Waiver of Right to Pursue Class Action Claims

You agree to only resolve disputes, claims, and/or controversies arising out of or related to these Terms, and/or your access to or use of the App (individually and collectively referred to herein as “Disputes”) with SHM on an individual basis, and, to the maximum extent not prohibited by applicable law, you waive any right to pursue any Disputes on a class or consolidated basis or in a representative capacity. You agree that you may bring Disputes against SHM only on an individual basis and not as a plaintiff or class member in any purported class, multi-party action, or representative action or proceeding.

L. Miscellaneous

These Terms, and all Disputes, shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflicts of laws principles. You irrevocably agree to submit, on an individual basis, to the exclusive personal jurisdiction of the state or federal courts located in or serving New Jersey. You agree to waive any jurisdictional, venue or inconvenient forum objections to such court.

These Terms make up the entire agreement relating to your use of the App, and supersede all prior agreements relating to the subject matter hereof. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. You agree that no joint venture, partnership, employment, or agency relationship exists between you and SHM as a result of these Terms or your access to and use of the App.

Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive our rights to subsequently enforce any terms or conditions of the Terms or respond to any violations.

Any questions or comments should be directed to [appsupport@summithealth.com](mailto:appsupport@summithealth.com)

## Article II. Terms of Services

### PLEASE READ THESE TERMS OF SERVICES

These Terms of Services govern your use of medical services (excluding video-based telehealth services) accessed through the mobile application (the “App”) provided by Summit Health Management, LLC and offered under the name My Summit Health (the “Medical Services”). The Medical Services are provided by medical service providers affiliated with Summit Health Management, LLC (the “Medical Service Providers”). For clarity, the Medical Services do not include general information and resources that Summit Health Management, LLC or a Medical Service Provider generally makes available on the App. The Telehealth Services Terms of Use set forth in Article IV below shall govern your use of video-based telehealth services accessed through the App.

If you are accepting these Terms of Services for another person (a “Third Party”) as such Third Party’s parent, or legally appointed representative (e.g., conservator, power of attorney), you agree to these Terms of Services on behalf of such Third Party.

**DO NOT USE THE MEDICAL SERVICES, OR THE VIDEO-BASED TELEHEALTH SERVICES, FOR MEDICAL EMERGENCIES. IN CASE OF MEDICAL EMERGENCY, PLEASE DIAL 911.**

#### A. Consent to Treat

You consent to the Medical Service Providers providing the Medical Services to you. You may withdraw this consent at any time by no longer obtaining Medical Services through the App.

#### B. Use and Disclosure of Medical Information

Please refer to the Notice of Privacy Practices available at [Notice of Privacy Practices - New York](#) and [Notice of Privacy Practices - New Jersey](#) to learn how the Medical Service Providers providing the Medical Services use and disclose your medical information. The Notices of Privacy Practices referenced in Article IV below apply to video-based telehealth services accessed by you through the App.

#### C. Medical Services Termination

To the extent not prohibited by law, the Medical Service Providers may terminate your use of the Medical Services at any time.

#### D. Electronic Communication

You understand that the Medical Services will involve electronic communication from the Medical Service Providers (e.g., communication via online messaging), and you consent to receive such communications electronically.

E. Disclaimer; Limitation of Liability

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, EXCEPT IN THE CASE OF NEGLIGENCE OR WILLFUL MISCONDUCT, THE MEDICAL SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OR INABILITY TO USE THE MEDICAL SERVICES.

TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE MEDICAL SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNATIVE OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, THOSE RELATING TO THE COST OF SUBSTITUTE SERVICES, WHETHER OR NOT THE MEDICAL SERVICE PROVIDERS HAVE BEEN ADVISED OF SUCH POSSIBILITY, OR UNDER ANY LEGAL OR EQUITABLE THEORY, IN TORT, IN CONTRACT, AT EQUITY, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THE MEDICAL SERVICES OR FROM THE USE OF OR INABILITY TO USE THE MEDICAL SERVICES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE MEDICAL SERVICE PROVIDERS' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW.

F. Miscellaneous

These Terms of Services shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflicts of laws principles. You irrevocably agree to submit to the exclusive personal jurisdiction of the state or federal courts located in or serving New Jersey. You agree to waive any jurisdictional, venue or inconvenient forum objections to such court.

These Terms of Services make up the entire agreement relating to your use of the Medical Services, and supersede all prior agreements relating to the subject matter hereof. In the event any provision of these Terms of Services is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. Even after termination, these Terms of Services will remain in effect such that all terms that by their nature are intended to survive termination shall so survive.

Any questions or comments should be directed to [appsupport@summithealth.com](mailto:appsupport@summithealth.com)

### Article III. Privacy Policy

PLEASE READ THIS PRIVACY POLICY.

This Privacy Policy describes how Summit Health Management, LLC (“SHM”, “we”, or “us”) collects, uses, shares, and discloses personal information we collect from users of the mobile application offered under the name My Summit Health (the “App”). By providing your personal information to SHM, or otherwise using the App, you agree to the terms of this Privacy Policy.

This Privacy Policy does not cover personal information provided by you and/or collected from you when you obtain video-based telehealth services through the App; please see Section E for more information about the collection, use, sharing, and disclosure of personal information provided by you and/or collected from you when you obtain such video-based telehealth services.

#### A. Collection of Information

When we use the term “personal information”, we mean any information that may be used to identify an individual.

We may collect the following kinds of personal information when you use the App:

*Information you provide directly to us.* When you register on the App, and when you utilize services made available through the App, we may collect some, or all, of the following types of personal information:

- First and last name;
- Date of birth;
- Health insurance;
- Email address;
- Phone number;
- Mailing Address;
- Username and password;
- Payment information, such as your credit card number, expiration date, and credit card security code;
- Any other information you provide to us.

We may combine such information with information we already have about you.

If personal information provided by you through the App is Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996), the Notice of Privacy Practices available at [Notice of Privacy Practices - New York](#) and [Notice of Privacy Practices - New Jersey](#) describe how such Protected Health Information is used and disclosed (the “NPP”). For clarity, the NPP, and not this Privacy Policy, explains our privacy practices with respect to your Protected Health Information. However, the NPP does not cover Protected Health Information provided by you when you obtain video-based telehealth services through the



App; please see Section E for more information about the use and disclosure of Protected Health Information provided by you when you obtain video-based telehealth services through the App.

*Information we collect automatically.* We may collect certain information automatically when you use the App, such as your Internet protocol (IP) address, device and advertising identifiers, operating system, Internet service provider, pages and/or applications that you visit before and after using the App, the date and time of your visit, information about the links you click and pages you view within the App, and other standard server log information. We may also collect certain location information when you use our App, such as your device's IP address, GPS signal, or information about nearby WiFi access points and cell towers. This information may be collected using various technologies, including cookies, which is a small data file that certain websites and applications write to your hard drive when you visit them. By using the App, you consent to our use of cookies and similar technologies. If you prefer not to receive cookies while using the App, you may be able to set your device to warn you before accepting cookies and refuse the cookie when your device alerts you to its presence. You may also be able to refuse all cookies by turning them off in your device. If you prevent the acceptance of cookies, you may be prevented from using some of the features of the App. Some web browsers transmit "do-not-track" signals; because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. If you use a web browser in connection with your use of the App, and such web browser transmits a "do-not-track signal", please note that we currently do not take action in response to such signals.

We may also collect technical data to address and fix technical problems and improve our App, including the memory state of your device when a system or app crash occurs while using our App. Your device or browser settings may permit you to control the collection of this technical data. This data may include parts of a document you were using when a problem occurred, or the contents of your communications. By using the App, you are consenting to the collection of this technical data.

*Information we obtain from other sources.* We may also receive information about you from other sources, including through third-party services and organizations. We may combine our first-party data, such as your email address or name, with third-party data from other sources. For example, if you access third-party websites or services through the App, we may collect information from these third-party services or websites.

## B. Use of Information

We generally use the information we collect through the App to:

- Provide the App, and services accessible through the App;
- Analyze the use of the App and user data to understand and improve the App;
- Contact you;
- Fulfill your requests for services, and information;
- Conduct, manage, and grow our business;
- Develop new resources, services, and products;

- Send you information about additional services or general wellness from us or on behalf of our affiliated companies, such as our affiliated medical service providers;
- Customize the content you see when you use the App;
- Prevent and investigate potentially prohibited or illegal activities and otherwise in accordance with our Terms of Use as set forth in Article I above.
- For any other lawful business purpose; and
- For any other purposes disclosed to you at the time we collect your information or pursuant to your consent.

### C. Sharing of Information

We are committed to maintaining your trust, and we want you to understand when and with whom we may share the information we collect.

- *Authorized third-party vendors and service providers.* We may share your information with third-party vendors and service-providers that perform services on our behalf, including billing, payment processing, appointment scheduling, business analytics, marketing (including but not limited to advertising, attribution, tagging, deep-linking, direct-mail, mobile marketing, optimization and retargeting), platform hosting, operation and/or management, and performance monitoring.
- *Affiliates.* We may share your information with our affiliated companies, including affiliated medical service providers.
- *Business transfers.* We may share your information in connection with a corporate business transaction, such as a stock and/or equity sale, merger, consolidation, asset sale, or joint venture. Your information also may be disclosed to a successor entity in the event of insolvency, bankruptcy or receivership.
- *Legal purposes.* We may disclose information to respond to subpoenas, court orders, legal process, law enforcement requests, legal claims or government inquiries, and to protect, defend and enforce the rights, interests, health, safety, and security of SHM, our affiliates, users, or the public.
- *With your consent or at your direction.* We may share information for any other purposes disclosed to you at the time we collect the information or pursuant to your consent or direction.

### D. Security

Your information may be stored and processed in the United States or any other country where SHM, its affiliated companies, or its agents are located. By using the App, you understand and agree that your information may be transferred to and stored on servers located outside your resident jurisdiction and that you consent to the transfer of such data for storing and processing by us.

We use reasonable measures to help protect personal information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. You should understand that no data storage system or transmission of data over the Internet or any other public network can be guaranteed to be 100 percent secure. Please note that information collected by third parties,

including by third-party services and websites accessed through the App, may not have the same security protections as we do, and we are not responsible for protecting the security of information collected or maintained by such third parties as more fully described in Section E below.

#### E. Third-Party Services, Advertising, Links, and Content

The App may provide you with access to and/or contain links to services, websites, and/or content maintained by third parties that we do not control. We are not responsible for the privacy practices of these third parties, and the information practices of these third parties are not covered by this Privacy Policy. You use such third party services, websites, and/or content at your own risk, and we encourage you to learn about the privacy practices of such third parties.

Video-based telehealth services accessed through the App are provided through an application owned by American Well Corporation, and licensed to SHM (the “Telehealth Application”). The Privacy Policy set forth in Article V below describes how American Well Corporation, and SHM collect, use, share, and disclose personal information provided by you and/or collected from you on the Telehealth Application. If personal information provided by you through the Telehealth Application is Protected Health Information, the Notices of Privacy Practices referenced in Article V below describe how such Protected Health Information is used and disclosed (the “Telehealth NPP”). For clarity, the Telehealth NPP, and not this Privacy Policy, explain the privacy practices applicable to the Protected Health Information provided by you through the Telehealth Application.

#### 6. Children.

We do not knowingly allow individuals under the age of 18 to create accounts that allow access to our App. We do not knowingly solicit personal information from children under the age of 13 or send them requests for personal information.

#### 7. Changes to the Privacy Policy.

We may update this Privacy Policy from time to time. When we update the Privacy Policy, we will revise the “Last Updated” date above and post the new Privacy Policy. We recommend that you review the Privacy Policy each time you visit the App to stay informed of our privacy practices.

#### 8. Questions

If you have any questions about this Privacy Policy or our practices, please email us at [appsupport@summithealth.com](mailto:appsupport@summithealth.com)

#### Article IV. Telehealth Services Terms of Use

These Telehealth Services Terms of Use ("Terms") govern your use of the application owned by American Well Corporation, and licensed to Summit Health Management, LLC ("Operator," "we," "us," or "our") through which you can access video-based telehealth services (the "Services").

Please review these Terms carefully before using the Services. We may change these Terms or modify any features of the Services at any time. The most current version of the Terms can be viewed by clicking on the "Terms of Use" link posted through the Services. You accept the Terms by using the Services, and you accept any changes to the Terms by continuing to use the Services after we post the changes.

##### A. Privacy.

By using the Services, you consent to our processing your information consistent with our Privacy Policy set forth in Article V below.

##### B. Important Information About your Use of the Services.

**DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL 9-1-1 IMMEDIATELY.**

Operator does not provide any physicians' or other healthcare providers' (collectively, "Providers") services itself. All of the Providers are independent of Operator and merely using the Services to communicate with you. Any information or advice received from a Provider comes from the Provider, and not from Operator. Your interactions with the Providers via the Services are not intended to take the place of your relationship(s) with your regular health care practitioner(s).

**NEITHER OPERATOR NOR ANY OF ITS LICENSORS OR SUPPLIERS OR ANY THIRD PARTIES WHO PROMOTE THE SERVICES OR PROVIDE YOU WITH A LINK TO THE SERVICES SHALL BE LIABLE FOR ANY PROFESSIONAL ADVICE YOU OBTAIN FROM A PROVIDER VIA THE SERVICE NOR FOR ANY INFORMATION OBTAINED FROM OUR SERVICES. YOU ACKNOWLEDGE YOUR RELIANCE ON ANY PROVIDERS OR INFORMATION PROVIDED BY THE SERVICES IS SOLELY AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH.**

Operator does not make any representations or warranties about the training or skill of any Providers using the Services. You are ultimately responsible for choosing your particular Provider on the Services. You hereby certify that you are physically located in the State you have entered as your current location on the Services. You acknowledge that your ability to access and use the Services is conditioned upon the truthfulness of this certification and that the Providers you access through the Services are relying upon this certification in order to interact with you.

IN THE EVENT THAT YOUR CERTIFICATION IS INACCURATE, YOU AGREE TO INDEMNIFY OPERATOR AND THE PROVIDERS YOU INTERACT WITH FROM ANY RESULTING DAMAGES, COSTS, OR CLAIMS.

Providers may not utilize the Services to provide fee for service consultations to Medicare or Medicaid beneficiaries. In select circumstances, Providers may utilize the Services to provide consultations to participants in a Medicare Advantage or Managed Medicaid plan. If you provide false or deceptive information regarding your Medicare or Medicaid enrollment status, Operator reserves the right to terminate all current or future use of the Services by you.

#### C. Account Enrollment.

To access Providers using the Services, you must first establish an individual user account ("Account") by providing certain information. You agree that you will not create more than one Account, or create an Account for anyone other than yourself (with the exception of subaccounts established for minor children of whom you are a parent or legal guardian). You agree to provide true, accurate, current, and complete information on the Account enrollment form and to keep this information current and updated as needed.

You represent and warrant that you are at least 18 years of age and possess the legal right and ability, on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to these Terms of Use.

#### D. Prohibited Conduct.

You may not access or use, or attempt to access or use, the Services to take any action that could harm us or any third party, interfere with the operation of the Services, or use the Services in a manner that violates any laws. For example, and without limitation, you may not:

- transmit any message or information under a false name or otherwise misrepresent your affiliation or the origin of materials you transmit;
- provide information on the enrollment form that is untrue, inaccurate, not current, or incomplete;
- transmit any message or information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening, or hateful;
- transmit any message or information that infringes or violates the intellectual property, privacy, or publicity rights of others;
- reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate content received through the Services to anyone without prior express permission;
- engage in unauthorized spidering, "scraping," or harvesting of content or personal information, or use any other unauthorized automated means to compile information;

- take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
- use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;
- attempt to modify, translate, decipher, decompile, disassemble, reverse-engineer, or create derivative works of any of the software comprising or in any way making up a part of the Services; or
- engage in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that, in our sole judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

Violations of system or network security may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms. We may suspend or terminate your access to the Services for any or no reason at any time without notice.

#### E. Payment Authorization.

By providing a credit card or other payment method accepted by Operator ("Payment Method"), you are expressly agreeing that we are authorized to charge to the Payment Method any fees for your use of the Services (such as fees for your provider consultations), together with any applicable taxes. Please note that Operator may not receive complete information from your health insurance plan, if applicable, regarding the applicable co-pay due from you for your consultation. As such, you may be billed more than once with respect to a consultation to account for additional co-pay amounts due, if any.

You agree that authorizations to charge your Payment Method remains in effect until you cancel it in writing, and you agree to notify Operator of any changes to your Payment Method. You certify that you are an authorized user of the Payment Method and will not dispute charges for the Services that correspond to consultation fees or the co-payment required by your health plan. You acknowledge that the origination of ACH transactions to your account must comply with applicable provisions of U.S. law. In the case of an ACH transaction rejected for insufficient funds, Operator may at its discretion attempt to process the charge again at any time within 30 days.

When scheduling a visit with a Provider using the Services, you will be required to provide a Payment Method. If you choose to cancel your scheduled appointment, you must do so at least 24 hours in advance of the scheduled appointment time. Should you choose to cancel your scheduled appointment within 24 hours of the scheduled appointment time, Operator may assess a reservation fee.

You acknowledge and agree that fees for consultations may increase at any time.

#### F. Intellectual Property Rights.

The Services are protected under the copyright laws of the United States and other countries. All copyrights in the Services are owned by us or our third-party licensors to the full extent permitted under the United States Copyright Act and all international copyright laws. You may not publish, reproduce, distribute, display, perform, edit, adapt, modify, or otherwise exploit any part of the Services without our written consent.

All rights in the product names, company names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of the Services, whether or not appearing in large print or with the trademark symbol, belong exclusively to Operator or its licensors and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as authorized herein, is expressly prohibited, and nothing stated or implied on the Services confers on you any license or right under any patent or trademark of Operator, its affiliates, or any third party.

#### G. Password Security

You are solely responsible for the security of your username and password, and for any use of the Services using your username and password. You should not share your username or password with any third party or allow any third party to access the Services using your username and password. You agree to notify us if you have any reason to believe that your username or password has been lost, compromised, or misused in any way. We reserve the right to revoke or deactivate your username and password at any time.

#### H. Website and Third-Party Content.

Other than information received directly by you from Providers, the content on the Services should not be considered medical advice. You should always talk to an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. **NONE OF THE CONTENT ON THE SERVICES REPRESENTS OR WARRANTS THAT ANY PARTICULAR MEDICATION OR TREATMENT IS SAFE, APPROPRIATE, OR EFFECTIVE FOR YOU.** Operator does not recommend or endorse any specific tests, providers, medications, products, or procedures.

The Services may provide links to third-party content. You acknowledge and agree that we are not responsible for the availability of such third-party content, and we do not control, endorse, sponsor, recommend, or otherwise accept responsibility for such content. Use of any linked third-party content is at the user's own risk.

#### I. Consent to Services Performed by Summit Health

We are providing this information on behalf of City Medical of Upper East Side PLLC & Summit Medical Group, P.A. ("Summit Health")

Telemedicine involves the use of communications to enable health care providers at sites remote from patients to provide consultative services. The information may be used for diagnosis, medical treatment, therapy, follow up and/or education.

By accepting these Terms, you acknowledge that you understand and agree with the following:

#### Consent to Treatment

- 1) I understand that there are benefits associated with telemedicine, such as improved access to medical care by enabling a patient to remain at his or her home or office while consulting a provider, and more efficient medical evaluation and management.
- 2) I understand that there are risks associated with telemedicine because Summit Health's providers do not have an opportunity to perform an in-person examination, and are reliant on information provided by me, and because technological equipment may fail.
- 3) I understand that the practice of telemedicine and related procedures is not an exact science and I acknowledge that no guarantees as to the outcome of any assessments, treatments or examinations have been made to me.
- 4) I understand that Summit Health will obtain my electronic prescribing history in connection with my telemedicine visit.

I have read and understand the information provide above, and understand the risks and benefits of telemedicine, and by accepting these Terms I hereby give my informed consent to participate in a telemedicine visit under the terms described herein.

#### Consent to Contact

- 1) I understand that Summit Health, or its designee, may call my home, cell phone, business phone or other designated location, through the use of an automated dialing system, prerecorded voice message, or other method as deemed appropriate by Summit Health, and leave a message on my voicemail in reference to any items that assist Summit Health in carrying out treatment, payment, and healthcare operations (TPO), such as appointment reminders, insurance items, information pertaining to my clinical care, and other matters incident to my treatment.
- 2) I understand that Summit Health, or its designee, may mail materials to my home or other designated location, send me text messages (through an automated texting system or otherwise), or e-mail me regarding any items pertaining to my clinical care, or payment for services, including protected health information and other matters incident to treatment, such as appointment reminders and patient statements. I understand that Summit Health cannot and does not guarantee the privacy, security, or confidentiality of an e-mail message or text message sent or received.



I have read and understand the information provide above, and by accepting these Terms I hereby give my informed consent for Summit Health to contact me under the terms described herein.

#### J. Consent for Treatment Performed by OCN

We are providing this information on behalf of OCN:

Telemedicine involves the use of communications to enable health care providers at sites remote from patients to provide consultative services. Providers may include primary care practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include live two-way audio and video and other materials (e.g., medical records, data from medical devices).

The communications systems used will incorporate reasonable security protocols to protect the confidentiality of patient information and will include reasonable measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption. At the end of each encounter, the patient will be provided an encounter summary, which may be kept for the patient's records and may be shared with the patient's local primary care or other provider, as appropriate.

#### Anticipated Benefits of Telemedicine

- Improved access to medical care by enabling a patient to remain at his or her home or office while consulting a clinician.
- More efficient medical evaluation and management.

#### Possible Risks of Telemedicine

As with any medical procedure, there are potential risks associated with the use of telemedicine. OCN believes that the likelihood of these risks materializing is very low. These risks may include, without limitation, the following:

- Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment.
- Security protocols could fail, causing a breach of privacy of personal medical information.
- Lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes.

By accepting these Terms, you acknowledge that you understand and agree with the following:

1. I understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine; I have received the HIPAA Notice which explains these issues in greater detail.
2. I understand that telemedicine may involve electronic communication of my personal medical information to medical practitioners who may be located in other areas, including out of state.
3. I understand that I may expect the anticipated benefits from the use of telemedicine in my care, but that no results can be guaranteed or assured.
4. I understand that my healthcare information may be shared with others (including health care providers and health insurers) for treatment, payment, and healthcare operations purposes. Psychotherapy notes are maintained by clinicians but are not shared with others, while billing codes and encounter summaries are shared with others and with me. If I obtain psychotherapy from OCN, I understand that my therapist has the right to limit the information provided to me if in my therapist's professional judgment sharing the information with me would be harmful to me.
5. I further understand that my healthcare information may be shared in the following circumstances:
  - a) When a valid court order is issued for medical records.
  - b) Reporting suspected abuse, neglect, or domestic violence.
  - c) Preventing or reducing a serious threat to anyone's health or safety.

#### Patient Consent to the Use of Telemedicine

I have read and understand the information provided above, and understand the risks and benefits of telemedicine, and by accepting these Terms I hereby give my informed consent to participate in a telemedicine visit under the terms described herein.

#### K. Disclaimer of Warranties; Limitation of Liability

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHER VIOLATION OF RIGHTS. WE DO NOT WARRANT THE ADEQUACY, CURRENCY, ACCURACY, LIKELY RESULTS, OR COMPLETENESS OF THE SERVICES OR ANY THIRD-PARTY SITES LINKED TO OR FROM THE SERVICES, OR THAT THE FUNCTIONS PROVIDED WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE. WE EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT INCLUDED IN THE SERVICES OR ANY THIRD-PARTY SITES LINKED TO OR FROM THE SERVICES. SOME JURISDICTIONS MAY NOT

ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO EVENT WILL WE, OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, RELATED ENTITIES, LICENSORS, SUPPLIERS AND THEIR DIRECTORS, OFFICERS, AFFILIATES, SUBCONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER DAMAGES WHATSOEVER ARISING IN CONNECTION WITH THE USE OF THE SERVICES, ANY INTERRUPTION IN AVAILABILITY OF THE SERVICES, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR USE, MISUSE, RELIANCE, REVIEW, MANIPULATION, OR OTHER UTILIZATION IN ANY MANNER WHATSOEVER OF THE SERVICES OR THE DATA COLLECTED THROUGH THE SERVICES, EVEN IF ONE OR MORE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OPERATOR'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU AGREE THAT YOUR SOLE REMEDY FOR ANY CLAIM ARISING OUT OF OR CONNECTED WITH THE SERVICES WILL BE TO CEASE USING THE SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT OPERATOR IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT OPERATOR IS NOT DETERMINING APPROPRIATE MEDICAL USE OF THE SERVICES. OPERATOR, ITS LICENSORS, SUPPLIERS, AND ALL THIRD PARTIES WHO PROMOTE THE SERVICES OR PROVIDE YOU WITH A LINK TO THE SERVICES EXPRESSLY DISCLAIM ANY AND ALL LIABILITY RESULTING FROM THE DELIVERY OF HEALTHCARE VIA THE SERVICE, INCLUDING BUT NOT LIMITED TO LIABILITY FOR MEDICAL MALPRACTICE.

#### L. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US AND OUR PARENTS, SUBSIDIARIES, AFFILIATES, RELATED ENTITIES, LICENSORS, SUPPLIERS AND THEIR DIRECTORS, OFFICERS, AFFILIATES, SUBCONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), CLAIMS, DAMAGES AND LIABILITIES RELATED TO OR ASSOCIATED WITH YOUR USE OF THE SERVICES AND ANY ALLEGED VIOLATION BY YOU OF THESE TERMS. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE OF ANY CLAIM FOR WHICH WE ARE ENTITLED TO INDEMNIFICATION UNDER THIS SECTION. IN SUCH EVENT, YOU SHALL PROVIDE US WITH SUCH COOPERATION AS WE REASONABLY REQUEST.

#### M. Choices of Law and Forum

The Services are intended for use by residents of the United States. We do not intentionally provide access to the Services to individuals located outside the United States. You agree that your access to and use of the Services will be governed by and will be construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. You agree that any claim or dispute against us arising out of or relating to the Services must be resolved by a federal district court located in New York, New York, unless agreed upon by all parties.

#### O. Miscellaneous

These Terms constitute the entire agreement between you and us, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your access to and use of the Services.

Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive our right to subsequently enforce any terms or conditions of the Terms or respond to any violations. Nothing contained in these Terms is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use.

#### P. Legal Notices

##### Notice of Non-Discrimination and Accessibility for Patient-Related Services

Summit Health does not discriminate on the basis of race, color, national origin, age, disability, or sex; or exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

We provide free aids and services to help all patients communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, other formats). If you need these services, let any member of our staff know.

If you believe that Summit Health has failed to provide these services or discriminated in another way, you can file a grievance

with Alice Park, Summit Health's Civil Rights Coordinator at: 1345 Avenue of Americas, 8th Floor, New York, NY, 10105

212-913-0828 x 10010, or [apark@summithealth.com](mailto:apark@summithealth.com). You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at

<https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>, or by mail or phone at: U.S. Department of Health and Human Services,

200 Independence Avenue, SW, Room 509F, HHH Building, Washington, D.C. 20201 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## CURRENT PROCEDURAL TERMINOLOGY ("CPT")

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If you are see a provider while you are located in California, please be advised that medical doctors are licensed and regulated by the Medical Board of California (800-633-2322; [www.mbc.ca.gov](http://www.mbc.ca.gov)).

## GEOGRAPHIC RESTRICTIONS

I hereby certify that I am located in my current state (indicate on next page), and agree to only interact with a Provider using the Services while I am present in that state. I acknowledge that my ability to access and use the Services is conditional upon the truthfulness of the certifications I make at the time of accessing a Provider, and that the Providers I access are relying upon this certification in order to interact with me.

## AGE REQUIREMENTS

I hereby certify that I am at least 18 years of age and am qualified under the laws of my state to make medical decisions on my own behalf. I acknowledge that my ability to access and use the Services and information is conditional upon the truthfulness of my certification of age.

## Article V. Amwell Telemedicine Platform Privacy Policy

Summit Health Management, LLC (“SHM,” “we,” “us,” or “our”) recognizes the importance of protecting the privacy of your personal information, and we have prepared this Privacy Policy to provide you with important information about the privacy practices applicable to the application owned by American Well Corporation, and licensed to Summit Health Management, LLC (“Operator,” “we,” “us,” or “our”) through which you can access video-based telehealth services (the “Services”). This Privacy Policy is subject to the Privacy Policy of American Well Corporation available at <https://business.amwell.com/privacy-policy>. In addition, individually identifiable information that you provide to us for purposes of obtaining medical care from City Medical of Upper East Side PLLC, Summit Medical Group, P.A. (collectively, “Summit Health”) or Online Care Network II P.C. (“OCN”) (such information is also referred to as “Protected Health Information” or “PHI”) will also be subject to SHM’s Health Insurance Portability and Accountability Act Notice of Privacy Practices available at [Notice of Privacy Practices - New York](#) and [Notice of Privacy Practices - New Jersey](#) (“Summit Health’s HIPAA Notice”), or OCN’s Health Insurance Portability and Accountability Act Notice of Privacy Practices available at [Notice of Privacy Practices - OCN](#) ( OCN’s HIPAA Notice”), as applicable. Summit Health’s HIPAA Notice and OCN’s HIPAA Notice shall be collectively referred to herein as the “HIPAA Notices”). The HIPAA Notices describe how Summit Health or OCN use and share your PHI and also describes your rights with respect to your PHI. To the extent that there is a conflict between this Privacy Policy and the HIPAA Notices with respect to PHI, the applicable HIPAA Notice will prevail.

### A. Collection of Information.

We may collect the following kinds of information when you use the Services:

*Information you provide directly to us.* For certain activities, such as when you register on the Summit Health Platform, subscribe to our alerts, contact us directly, or seek to obtain medical care, we may collect some or all of the following types of information:

- Personal information such as your first and last name, date of birth, and health insurance;
- Contact information such as your email address, mobile phone number, and address;
- Username and password;
- Payment information, such as your credit card number, expiration date, and credit card security code;
- Personal information such as your first and last name, date of birth, and health insurance;
- For the purposes for obtaining medical care, information about your diagnosis, and previous treatments; and
- Any other information you provide to us.

We may combine such information with information we already have about you.

*Information we collect automatically.* We may collect certain information automatically when you use our Services, such as your Internet protocol (IP) address, device and advertising identifiers, browser type, operating system, Internet service provider, pages that you visit before

and after using the Services, the date and time of your visit, information about the links you click and pages you view within the Services, and other standard server log information. We may also collect certain location information when you use our Services, such as your computer's IP address, your mobile device's GPS signal, or information about nearby WiFi access points and cell towers.

We may use cookies, pixel tags, Local Shared Objects, and similar technologies to automatically collect this information. Cookies are small bits of information that are stored by your computer's web browser. Pixel tags are very small images or small pieces of data embedded in images, also known as "web beacons" or "clear GIFs," that can recognize cookies, the time and date a page is viewed, a description of the page where the pixel tag is placed, and similar information from your computer or device. Local Shared Objects (sometimes referred to as "Flash Cookies") are similar to standard cookies except that they can be larger and are downloaded to a computer or mobile device by the Adobe Flash media player. By using the Services, you consent to our use of cookies and similar technologies.

We may also collect technical data to address and fix technical problems and improve our Services, including the memory state of your device when a system or app crash occurs while using our Services. Your device or browser settings may permit you to control the collection of this technical data. This data may include parts of a document you were using when a problem occurred, or the contents of your communications. By using the Services, you are consenting to the collection of this technical data.

We may also receive information about you from other sources, including through third-party services and organizations. We may combine our first-party data, such as your email address or name, with third-party data from other sources and use this to contact you (e.g. through direct mail). For example, if you access third-party services, such as Facebook, Google, or Twitter, through the Services to login to the Services or to share information about your experience on the Services with others, we may collect information from these third-party services.

## B. Use of Information.

We generally use the information we collect online to:

- Provide and improve the Services;
- Contact you;
- Fulfill your requests for products, services, and information;
- Send you information about additional clinical services or general wellness from us or on behalf of our affiliates and trusted third-party partners;
- Analyze the use of the Services and user data to understand and improve the Services;
- Customize the content you see when you use the Services;
- Conduct research using your information, which may be subject to your separate written authorization;
- Prevent potentially prohibited or illegal activities and otherwise in accordance with our Terms of Use; and

- For any other purposes disclosed to you at the time we collect your information or pursuant to your consent.

### C. Sharing of Information.

We are committed to maintaining your trust, and we want you to understand when and with whom we may share the information we collect.

- *Corporate affiliates.* We may share your information with our corporate affiliates that are subject to this policy.

- *Business transfers.* We may share your information in connection with a substantial corporate transaction, such as the sale of a website, a merger, consolidation, asset sale, or in the unlikely event of bankruptcy.

- *Legal purposes.* We may disclose information to respond to subpoenas, court orders, legal process, law enforcement requests, legal claims or government inquiries, and to protect and defend the rights, interests, health, safety, and security of CPGNY, our affiliates, users, or the public.

- *With your consent or at your direction.* We may share information for any other purposes disclosed to you at the time we collect the information or pursuant to your consent or direction.

If you access third-party services, such as Facebook, Google, or Twitter (each, a “Site”), through the Services to login to the Services or to share information about your experience on the Services with others, these Sites may be able to collect information about you, including information about your activity on the Site, and they may notify your connections on the Sites about your use of the Site, in accordance with their own privacy policies.

If you choose to engage in public activities on the Site or third party sites that we link to, you should be aware that any information you share there can be read, collected, or used by other users of these areas. You should use caution in disclosing personal information while participating in these areas. We are not responsible for the information you choose to submit in these public areas

### D. Security.

We use reasonable measures to help protect information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. You should understand that no data storage system or transmission of data over the Internet or any other public network can be guaranteed to be 100 percent secure. Please note that information collected by third parties may not have the same security protections as information you submit to us, and we are not responsible for protecting the security of such information.

### E. Your Choices.

You may opt out of receiving general health and wellness updates that may be relevant to you by emailing us at [appsupport@summithealth.com](mailto:appsupport@summithealth.com). You may be able to refuse or disable cookies by adjusting your web browser settings. Because each web browser is different, please consult the



instructions provided by your web browser (typically in the “help” section). Please note that you may need to take additional steps to refuse or disable Local Shared Objects and similar technologies. For example, Local Shared Objects can be controlled through the instructions on Adobe’s [Setting Manager page](#). If you choose to refuse, disable, or delete these technologies, some of the functionality of the Services may no longer be available to you.

#### F. Third-Party Advertising, Links, and Content.

Some of the Services may contain links to content maintained by third parties that we do not control. We allow third parties, including business partners, advertising networks, and other advertising service providers, to collect information about your online activities through cookies, pixels, local storage, and other technologies. These third parties may use this information to display advertisements on our Services and elsewhere online tailored to your interests, preferences, and characteristics. We are not responsible for the privacy practices of these third parties, and the information practices of these third parties are not covered by this Privacy Policy.

Some third parties collect information about users of our Services to provide interest-based advertising on our Services and elsewhere, including across browsers and devices. These third parties may use the information they collect on our Services to make predictions about your interests in order to provide you ads (from us and other companies) across the internet. Some of these third parties may participate in an industry organization that gives users the opportunity to opt out of receiving ads that are tailored based on your online activities. Due to differences between using apps and websites on mobile devices, you may need to take additional steps to disable targeted ad technologies in mobile apps. Many mobile devices allow you to opt out of targeted advertising for mobile apps using the settings within the mobile app or your mobile device. For more information, please check your mobile settings. You also may uninstall our apps using the standard uninstall process available on your mobile device or app marketplace.

To opt out of interest-based advertising across browsers and devices from companies that participate in the [Digital Advertising Alliance](#) or [Network Advertising Initiative](#) opt-out programs, please visit their respective websites. You may also be able to opt out of interest-based advertising through the settings within the mobile app or your mobile device, but your opt-out choice may apply only to the browser or device you are using when you opt out, so you should opt out on each of your browsers and devices if you want to disable all cross-device linking for interest-based advertising. If you opt out, you will still receive ads but they may not be as relevant to you and your interests, and your experience on our Services may be degraded.

*Do-Not-Track Signals and Similar Mechanisms.* Some web browsers transmit “do-not-track” signals to websites. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. We currently do not take action in response to these signals.

#### G. Children.

We do not knowingly allow individuals under the age of 18 to create accounts that allow access to our Services.

#### H. Changes to the Privacy Policy.

We may update this Privacy Policy from time to time. When we update the Privacy Policy, we will revise the “Effective Date” date above and post the new Privacy Policy. We recommend that you review the Privacy Policy each time you visit the Services to stay informed of our privacy practices.

#### I. Questions?

If you have any questions about this Privacy Policy or our practices, please email us at [appsupport@summithealth.com](mailto:appsupport@summithealth.com)