

CAREMERGE PRIVACY STATEMENT

Effective Date: January 19, 2018

Caremerge, Inc. a Delaware Corporation (“**Caremerge**”, “**we**” or “**us**”) is committed to protecting the privacy of all individuals (“**you**” or “**your**”) who utilize our Services (as defined in the Terms of Use). You might be a user of any publically available part of our Services, or a Registered User of our Services. “**Registered Users**” are eligible individuals who have completed the registration process for accessing password protected portions of the Services. Please read the following statement to understand how we collect, use and safeguard the information you may provide to us via the Services.

1. WHAT INFORMATION DOES CAREMERGE COLLECT FROM YOU?

Via the Services, Caremerge may collect from you: (i) Personal Information (including Health Information), (ii) Non-Personal Information, including technical and other information. You may choose not to provide us with your Personal Information or, if you are a medical care provider, any Health Information of any of your patients. However, choosing not to provide certain requested Personal Information or Health Information, as applicable, may prevent you from accessing and taking advantage of certain services offered by Caremerge.

When we use the term “**Personal Information**” in this Privacy Statement, we mean information about you that is personally identifiable to you, such as your contact information (e.g., name, address, email address, or telephone number), or personally identifiable health or medical information (“**Health Information**”). When we use the term “**Non-Personal Information**”, we mean information about you but that does not identify you.

1.1 Personally Identifiable Information

a. Registered Users

At the time you become a Registered User of the Services, you may be asked to provide us Personal Information including your name, company name, address, phone number, email address so we can create an account for you. Your provision of any personally identifiable information is voluntary. However, if you choose not to provide the information requested, certain aspects or elements of the Services may not be available to you.

b. Health Information

If you are a patient, you may voluntarily submit your Health Information in connection with your use of the Services, which may include information or records relating to your medical or health history, health status and laboratory testing results, diagnostic images, and other health-related information. We may also collect Health Information about you prepared by the providers who provide the Services through the Platform such as medical records, treatment and examination notes, and other health related information.

Some of the Personal Information provided by you or collected by us may be “protected health information” that is governed by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Although Caremerge is not a “covered entity” under HIPAA, Caremerge is subject to certain aspects of HIPAA when performing services on behalf of a covered entity, such as skilled nursing facilities and healthcare providers. Caremerge is considered a “business associate” under HIPAA when providing services to “covered entities.” Caremerge will comply with applicable HIPAA requirements under those circumstances and its uses and disclosures of applicable Personal Information, including Health Information, will only be made in accordance with HIPAA and Caremerge’s contracts with covered entity clients.

c. Request a Demonstration of the Services

The Services may permit you to request a demonstration by filling out a form available on our website. We may collect Personal Information including first name, last name, job title, company name, state or region, phone number and email address from such forms.

d. Contacting Us

You may contact us by filling out a form available on our website for general inquiries including exploring a partnership with Caremerge, featuring Caremerge in a story and providing a service to Caremerge. We may collect Personal Information including your first name, last name, title, email address, phone number and company name from such web forms. If you are a Registered User of our Services, you may provide certain Personal Information through the submission of a web form to obtain client support.

e. Process Payments

We may collect Personal Information including information about your checking or saving account, credit card number, billing address, security code and other payment transaction and verification details (“**Payment Information**”) from you. We use Payment Information to process your payments in connection with your use of the Services. You may also provide us your Personal Information by filling out a credit card authorization form to sign up for automatic payments.

1.2 Non-Personal Information

While you are browsing the Services, we automatically log your Internet protocol (“**IP**”) address, certain other technical information including your browser type and connection speed and your activities while using the Services (such as the pages you visited). When you access the Services from a mobile device, we may collect anonymous information from that device, including IP address, browser type, and device type, and other usage information about your device.

In order to personalize and enhance your experience on the Services, we may also collect information through the following technologies:

- **Web Beacons.** Web beacons are small graphic images or other web programming code that may be included in our site pages or other areas of the Services. Web beacons are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of users of our Services. Unlike cookies, which are typically stored on your computer or mobile device’s hard drive, web beacons are embedded invisibly on web pages. Web beacons or similar technologies help us better manage content on our Services by informing us what content is effective, counting the number of users of the Services, monitoring how users navigate the Services, or counting how many emails, articles or links were actually opened or viewed.
- **Embedded Scripts.** An embedded script is programming code that is designed to collect information about your interactions with the Services, such as the links you click on. The code is temporarily downloaded onto your computer, mobile or other device from our server or a third party service provider.
- **Cookies.** Cookies are small strings of text that are sent by the Services to your browser and then stored by your browser on your computer’s hard drive. We use cookies to help diagnose problems with our servers and to administer the Services. We also use cookies to gather broad demographic information and to help identify you in respect to visits to the Services so that we may improve your user experience, and to determine whether you viewed the Services from a particular Internet link or advertisement. While a code in the cookie file enables the Services to label you as a particular user, including identifying you by user name, IP address, or other personally identifiable information, such cookie files are encrypted in order to protect your information. Most web browsers automatically accept cookies, but it is possible to change your browser setup so that it does not accept cookies. However, rejecting cookies may prevent you from taking advantage of certain portions of the Services.
- **Google Analytics.** We may use Google Analytics to help analyze how users use the Sites. Google Analytics uses Cookies to collect information such as how often users visit the Sites, what pages they visit, and what other sites they used prior to coming to the Sites. We use the information we get from Google Analytics only to improve our Sites, services, and offerings. Google Analytics collects only the IP address assigned to you on the date you visit the Site, rather than your name or other personally identifying information. Although Google Analytics plants a persistent Cookie on your web browser to identify you as a unique user the next time you visit the Site, the Cookie cannot be used by anyone but Google. Google’s ability to use and share information collected by Google Analytics about your visits to the Site is restricted by the Google Analytics Terms of Use and the Google Privacy Policy.

2. HOW IS YOUR INFORMATION USED?

2.1 Personal Information. We collect, retain, and use the Personal Information we collect via the Services for the following purposes (subject to restrictions and limitations imposed by applicable laws, including HIPAA):

- to establish you as a Registered User on the Services with access to any password protected portions of the Services;

- to provide you the Services and products you requested;
- to operate and improve the Services;
- to verify your identity to allow your access to any password protected portions of the Services;
- to respond to an inquiry from you or address a request submitted by you (including contacting you directly to request additional information to process your inquiry or request);
- to correspond with you regarding the Services;
- to contact and provide you promotional information regarding Caremerge and/or our affiliates or to inform you of developments in our company or with our Services that we believe may be of interest. Your Health Information will not be used for these purposes listed here.
- to send you newsletters, publications and other non-commercial communications regarding the Services if you are on our mailing list. Registered Users will be automatically subscribed at no charge to our mailing list.
- to create aggregated, non-personal information, or to create de-identified information;
- to comply with applicable laws, regulations or legal process;
- to comply with requests of relevant regulatory and law enforcement and/or other governmental agencies or authorities;
- to enforce our [Terms of Use](#); and/or to protect the rights, property, or safety of Caremerge, our users, and others.

We may use your Personal Information for purposes otherwise disclosed at the time you provide your information. Notwithstanding anything to the contrary herein, Caremerge agrees to not use or disclose any Health Information that has been submitted to Caremerge through or in association with the Services other than as permitted or required by applicable law.

2.2 Non-personal Information. We may use any Non-personal Information for any purposes as appropriate and subject to applicable law, since Non-personal Information cannot identify you as an individual. For example, we may use Non-personal Information collected to monitor visitor traffic patterns and Service usage, to improve our Services, to customize your browsing experience, to communicate with you, and otherwise to respond to your questions and suggestions regarding use of the Services as may be permitted by applicable law. We may also use Non-personal Information in the aggregate to create summary statistics that help us analyze Service usage trends, assess what information is of most and least importance, determine technical design specifications, arrange our Services in a user-friendly way, and identify system performance or problem areas.

3. WHEN WE SHARE YOUR PERSONAL INFORMATION?

We share Personal Information only with our affiliates, service providers and governmental agencies or as otherwise described below (subject to restrictions and limitations imposed by applicable laws, including HIPAA):

- **Affiliates.** We may share your Personal Information with our affiliates who will provide you with the products, services, and offerings you requested. These affiliates may contact you about their products, services or other offerings that may be of interest to you.
- **Service Providers.** We may share your Personal Information with affiliated and unaffiliated companies that perform tasks on our behalf related to our business. Such tasks include analyzing website or mobile application usage data, customer service, trouble shooting by accessing users' systems remotely (with users' consents), electronic and postal mail service, contests/surveys/sweepstakes administration, marketing services and social commerce and media services (e.g., Facebook, ratings, reviews, blog). Third-party service providers receive your Personal Information as necessary to perform their role, and we instruct them not to use your Personal Information for any other purposes.
- **Professional Advisors.** We may share your Personal Information with our auditors, lawyers or other professional advisors so they can support our business. Like the other service providers, these professional advisors are bound by contractual obligations to keep Personal Information confidential and use it only for the purposes for which we disclose it to them.
- **As required or Appropriate by Law.** We will disclose your Personal Information and Health Information as necessary or appropriate, including to providing information as required by law, regulation, subpoena, court order, legal process or government request; to enforce our [Terms of Use](#), including investigations of potential violations thereof; to detect, prevent or otherwise address fraud, security or technical issues; when we believe in good faith that disclosure is

necessary to protect your safety or the safety of others; to protect our rights, to investigate fraud, or to respond to a government request.

- **Business Transfers.** Caremerge may, in the future, sell or otherwise transfer some or all of its assets to a third party. Your Personal Information we obtain from you via the Services may be disclosed to any potential or actual third party purchasers of such assets and/or may be among those assets transferred in accordance with applicable law. Once transferred, your Personal Information remains subject to any preexisting applicable Privacy Statement.

4. YOUR PRIVACY CHOICES

We strive to maintain the accuracy of any Personal Information that may be collected from you, and will use our commercially reasonable efforts to respond promptly to update our database when you tell us any such information in our database is not accurate. It is your responsibility to ensure that such information is accurate, complete and up-to-date. You may obtain from us, by email or mail, the information in our records and/or files. If you wish to make any changes to any Personal Information you have provided to us, you may do so at any time by contacting us at privacy@Caremerge.com. Registered Users may also update its Personal Information directly using the settings options available on the password protected website. You may opt out of receiving communications from us and our affiliates by following the opt-out link provided in any email received from us or by emailing us at privacy@Caremerge.com. If you close your Registered User account, we will no longer use your online account information or share it with third parties. We may, however, retain a copy of the information for archival purposes, and to avoid identity theft or fraud.

California law permits users that are residents of California to request the following information regarding our disclosure of your personal information to third parties for those third parties' direct marketing purposes (i) a list of certain categories of personal information that we have disclosed to certain third parties for their direct marketing purposes during the immediately preceding calendar year; (ii) the identity of certain third parties that received personal information from us for their direct marketing purposes during that calendar year; and (iii) examples of the products or services marketed (if we have that information). If you are a California resident and would like to make such a request, please email us at privacy@Caremerge.com.

The use of third-party cookies is not covered by our Privacy Statement. We do not have access or control over these cookies. If you continue to use our Sites, we will assume you agree to the use of these cookies. You may visit the third-party links below to opt out of their tracking and/or learn about their privacy practices. However, we are not in control of the location of the instructions and information provided by the third parties below and, therefore, you may have to locate the particular instructions and information for the respective third party if these links are no longer current. Although not all cookies and similar technologies that we use are required for you to use the Sites, disabling these technologies altogether could prevent the Sites from working properly and disable features that allow you to take full advantage of our offerings.

- Google Analytics
 - To view Google's privacy policy, please click [here](#).
 - To opt out, please download and install the "Google Analytics Opt-out Browser Add-on" by clicking [here](#).
- Facebook Business
 - To view Facebook's privacy policy, please click [here](#).
 - To opt out, please click [here](#).
- AdRoll
 - To view AdRoll's privacy policy, please click [here](#).
 - To opt out, please click [here](#).
- Twitter ads
 - To view Twitter's privacy policy, please click [here](#).
 - To opt out, please click [here](#).

Unaffiliated third parties may use cookies and other technologies on our website to collect information about your online activities over time and across different websites you visit in order to provide you with interest-based advertising. You can generally opt out of receiving interest-based advertisements from members of the Network Advertising Initiative or the Digital Advertising Alliance by clicking [here](#) for NAI and [here](#) for DAA. When you opt-out using these links, please note that you may still receive advertisements. They just will not be personalized based on your interests.

Some internet browsers incorporate a "Do Not Track" feature that signals to websites you visit that you do not want to have your online activity tracked. Given that there is not a uniform way that browsers communicate the "Do Not Track" signal, our Sites do not currently interpret, respond to or alter their practices when it receives "Do Not Track" signals.

5. CHILDREN

The Services do not permit children under 13 to become users, and we do not collect Personal Information from children. By using the Services, you represent that you are not under the age of 13. Any information we receive from users we believe to be under the age of 13 will be purged from our database.

6. THIRD PARTY WEBSITES

Caremerge may reference or provide links to third party websites. We are not responsible for the third party websites, and you should review the privacy policies posted on such sites. Please be aware that Caremerge does not control, nor are we responsible for, the privacy policies or information practices of third parties or their websites.

7. SECURITY

Caremerge employs security systems to protect the information we receive from you from unauthorized disclosure. If you are a Registered User, you should not share your password with anyone. You are responsible for maintaining the security of your username and password for the Service. In addition, if you suspect unauthorized access to any Personal Information you have provided, it is your responsibility to contact Caremerge immediately. Caremerge personnel will never ask you to divulge your password in written or electronic communications. For registered users, however, Caremerge personnel may ask security questions for verification purposes. Please be aware that Internet data transmission is not always secure and we cannot warrant that information you transmit utilizing the Services is secure. Because security is important to both Caremerge and you, we will always make reasonable efforts to ensure the security of our systems. **PROTECTING YOUR ACCOUNT LOGIN CREDENTIALS (I.E. YOUR USERNAME AND PASSWORD) FROM UNAUTHORIZED ACCESS IS YOUR RESPONSIBILITY. YOU MAY NOT SHARE YOUR LOGIN CREDENTIALS WITH ANY THIRD PARTY. WE RECOMMEND YOU LOG OUT AFTER ACCESSING YOUR ACCOUNT, CHANGE YOUR PASSWORD ON A PERIODIC BASIS, AND LIMIT ACCESS TO YOUR COMPUTER OR DEVICE AND ITS BROWSER.**

8. ACCEPTANCE OF THESE TERMS

This Privacy Statement is incorporated into and subject to the terms of the Caremerge Terms of Use. If you do not agree to the terms of this Privacy Statement, please do not provide us with any information and do not use the Services. By using the Services and voluntarily providing your personally identifiable information to us or, if you are a medical care provider, any Health Information of any of your patients, you consent to the collection and use of such Personal Information as set forth in this Privacy Statement.

9. UPDATES

We may update this Privacy Statement from time to time to reflect changes to our information practices. We will provide you with advance notice of a major change prior to your access of any portion of the Services. For example, we may (i) require that you re-accept the updated version of this Privacy Statement, (ii) send you an electronic notification advising of the update to this Privacy Statement, or (iii) include a notice on our website. We do not ordinarily provide advance notice of a minor change.

We encourage you to periodically review this page for the latest information on our privacy practices. You can tell when changes have been made to the Privacy Statement by referring to the "Effective Date" legend on top of this page. **YOUR CONTINUED USE OF THE SERVICES AND/OR UTILIZATION OF ANY SERVICES BENEFITS AFTER THIS PRIVACY STATEMENT HAS BEEN UPDATED (AND AFTER ADVANCE NOTICE FOR A MAJOR CHANGE) INDICATES YOUR AGREEMENT AND ACCEPTANCE OF THE UPDATED VERSION OF THE PRIVACY STATEMENT. UNLESS OTHERWISE INDICATED, ANY CHANGES TO THIS PRIVACY STATEMENT WILL APPLY IMMEDIATELY UPON POSTING TO THE SITE.**

10. USERS FROM OUTSIDE THE UNITED STATES

Our website and its Services are hosted in the United States and are governed by United States law. If you are using the Services from outside the United States, please be aware that your information may be transferred to, stored, and processed in the United States where our servers are located and our central database is operated. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country. By using the Services, you consent to your

information being transferred to our facilities and to the facilities of those third parties with whom we share it as described in this Privacy Statement.

11. QUESTIONS REGARDING THIS PRIVACY STATEMENT

Questions regarding this Privacy Statement should be directed to Caremerge at info@Caremerge.com. Caremerge may also be contacted directly at the following address and phone number:

Caremerge, Inc.
100 South Wacker Drive, Suite 1650
Chicago, Illinois 60606
Email: info@caremerge.com
Phone: [\(888\) 996 6993](tel:(888)9966993)