

## DAS HEALTH PRIVACY AND SECURITY STATEMENT

*Effective as of February 1, 2018, updated September 10, 2024*

DAS Health Ventures, LLC, including its related affiliates and subsidiaries, ("DAS") has created this privacy and security statement (the "Statement") as part of our commitment to the privacy of our customers and visitors ("You" or "Your"). This Statement also provides You information on the collection, use, and disclosure of information about You in connection with Your use of our services, including those offered through our Sites (defined below), communications (e.g., emails, phone calls, and other verbal or written communications), and mobile applications (collectively, the "Services"). Your privacy when You use our Services and/or visit the DAS websites: <https://dr-dash.com>, <https://DAShealth.com>, <https://dr-connect.com/>, <https://HelpMeDAS.com>, and any other site owned by DAS or its affiliates (collectively the "Site(s)") is of great importance to DAS. By using our Services and/or the Site(s), You agree to adhere to all applicable laws and regulations, and You expressly consent to DAS' collection, use, disclosure, and retention of Your Personal Information and other information as may be applicable as described in this Statement. If You do not agree with the information set forth in this Statement or any subsequent modifications, please do not use our Services or access the Site(s). This Statement expressly does not cover the privacy and security practices of third parties over which DAS has no control. Finally, please note, DAS expressly reserves the right to change this Statement at its sole discretion, without notice.

**PLEASE READ THIS STATEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION APPLICABLE TO YOU, TOGETHER WITH ANY ENTITY OR ORGANIZATION FOR WHICH YOU REGISTER, ACCESS OR USE THE SERVICE, REGARDING THE PRIVACY AND SECURITY OF INFORMATION COLLECTED, USED, OR DISCLOSED BY DAS.**

While using our Services or Sites, we may ask You to provide us with certain personally identifiable information ("Personal Information"). Personal Information is information that identifies, relates to, describes, can reasonably be associated with, or can reasonably be linked to a particular individual or household. We collect information from You both when You provide it voluntarily and also automatically when You access our Services and Sites. We may also collect Personal Information from other sources, as described more fully below. Please remember that any information that is disclosed in public comments, forums, or other areas enabling other users to submit comments ("Forums") becomes public information, is not maintained or treated as confidential, and You should exercise caution when deciding to disclose Your Personal Information.

Except as noted in this Statement and as DAS explicitly states at the time DAS requests Your Personal Information, or as may be set forth in Your agreement(s) with DAS, DAS does not disclose, sell, or share to third parties Personal Information You may provide. Customers of the Service may use the Services or Sites to host their data (which may include Personal Information) ("Data"). DAS will not review, disclose, share, distribute, print, or reference any such Data except as provided in this Statement or in Your agreement(s) with DAS, or as may be required by applicable state, federal or local law.

### **TABLE OF CONTENTS:**

#### **I. COLLECTED INFORMATION**

- II. **USE OF INFORMATION**
- III. **WHAT INFORMATION DAS DISCLOSES AND TO WHOM**
- IV. **THIRD-PARTY SITES**
- V. **SOCIAL MEDIA AND OTHER DIGITAL PLATFORMS**
- VI. **INFORMATION RETENTION**
- VII. **SECURITY**
- VIII. **OPT-OUT PROCEDURE**
- IX. **CORRECTING AND UPDATING YOUR DAS ACCOUNT INFORMATION**
- X. **INFORMATION OF CHILDREN**
- XI. **PROTECTED HEALTH INFORMATION (“PHI”)**
- XII. **SPECIAL NOTICE TO NON-U.S. USERS REGARDING DATA TRANSFERS**
- XIII. **NEVADA RESIDENTS: YOUR NEVADA PRIVACY RIGHTS**
- XIV. **CALIFORNIA RESIDENTS: YOUR CALIFORNIA PRIVACY RIGHTS**
- XV. **CLASS ACTION WAIVER**
- XVI. **GOVERNING LAW AND JURISDICTION**
- XVII. **ACKNOWLEDGMENT**
- XVIII. **HOW TO CONTACT US**

I. **COLLECTED INFORMATION:**

We may collect Personal Information from You and any devices (including mobile devices) You use when You: use our Services or Sites, make a referral, engage in financial interactions, subscribe to a newsletter, interact with DAS at tradeshow, conferences, and other industry interactions, contact DAS via phone, email, postal mail, or other means, respond to DAS’ communications to You, such as surveys or requests for feedback. We may collect the following additional categories of Personal Information from You, depending on Your interactions with our Services and Sites and the choices You make, as further described below:

- A. Account. DAS may require visitors who register to use our Services or Sites to provide their Personal Information, including contact information, such as their name, company name, address, phone number, email address and financial qualification and billing information, such as billing name and address, bank account, credit card number, and the number of users and providers within their organization that will be using our Services or Sites. At the time You express interest in attaining additional information, or when You register for the Service, DAS may also ask for additional Personal Information or company information, such as title, department name, and fax number. When You register for Services through our Sites or otherwise, You voluntarily provide DAS with Your Personal Information and You expressly consent to the collection, use, and disclosure of Your Personal Information and the use of tracking technologies and cookies as described in this Statement.
- B. Financial Information. DAS collects financial and billing information through use of our Services and Sites. Such financial and billing information may include billing name and address, financial account numbers, credit card numbers and other information as may be necessary to facilitate any payments that may be required for use of our Services. We may also collect information concerning the Services purchased or considered, or other purchasing or consuming histories or tendencies.

C. Referral Service. If You elect to utilize DAS' referral service for informing a colleague about DAS' Services and Sites, DAS will require Your colleague's name and email address. DAS may send the colleague a one-time email inviting Your colleague to explore our Services and/or visit our Sites. DAS does not store Your colleague's information.

D. Cookies and Other Technologies.

DAS continually strives to make Your experience with our Services and Site(s) easy, efficient and meaningful. To accomplish this, DAS uses technologies such as cookies to provide, improve, protect and promote its Services and Site(s). Cookies are small files web browsers place and store on Your computer's hard drive, unless You block them ("Cookies"). Cookies may assist DAS with such items as remembering Your username for Your next visit to the Site(s), telling DAS if You have visited the Site(s) previously, understanding how You interact with the Site(s), and improving its Services based on that information.

Cookies come in two (2) flavors: (i) session Cookies; and (ii) persistent-based Cookies. Session Cookies exist only during an online session. They disappear from Your computer when You close Your web browser software or turn off Your computer. Persistent Cookies remain on Your computer after You have closed Your web browser or turned off Your computer. Persistent Cookies include such information as a unique identifier for Your web browser.

You can choose whether to accept Cookies by changing the settings on Your browser or device. Each browser has its own methods for doing this. For detailed instructions on how to disable, block or delete Cookies in Your browser, consult Your browser's help files or visit [How to Manage Cookies](#).

Please note that our Services and Sites are not set up to respond to Do Not Track (DNT) signals, but it does respond to browser Cookies settings. You may opt-out from receiving personalized advertising from some third parties by visiting [here](#). Please note that these choices will not opt You out of receiving advertisements. You will continue to receive generic advertisements.

E. Technical Information. DAS may also collect certain technical information from visitors to, and customers of our Services and Site(s), including such information as IP addresses, devices, browser type, domain names, access times, demographics and interest data, and referring website addresses. Your devices (depending on their individual settings) may also transmit location information to through Your use of our Services or Site(s).

## II. USE OF INFORMATION:

We generally process Your information when we need to do so to fulfill a contractual obligation or where we or someone we work with needs to use Your Personal Information for a reason related to their provision of services on our behalf. We only process Personal Information for such legitimate interests as further detailed below:

A. Account. DAS uses the information that it collects to establish the Service for individuals and their organizations. DAS may also use the information to contact customers to further discuss customer interest in DAS' company, the Services that DAS provides, and to send information regarding DAS' company or its partners, such as promotions and events. Customers may be

invited to receive an email newsletter by providing an email address, if so desired. Separately, customers are also asked to provide an email address when registering for the Service(s), in order to receive a username and password necessary to access the Service. Customers are expressly responsible for maintaining the confidentiality and security of their user registration and password information. Customer email addresses and any personal customer information will not be distributed or disclosed to third parties. Customers can opt-out of being contacted by DAS, or from receiving such information from DAS, at any time by sending an email to [info@DAShealth.com](mailto:info@DAShealth.com).

- B. Financial Information. Financial and billing information collected through use of our Services and Sites is used solely to verify the qualifications of prospective customers and to facilitate billing and invoice functions for our Services and Sites as applicable. The invoicing information You provide is not intended to be used by DAS for re-sale, marketing or promotional purposes.
- C. Referrals. DAS will only use any referral information You provide to send Your colleague a one-time email inviting Your colleague to explore our Services and/or visit our Sites.
- D. Cookie and Other Technologies. DAS uses session Cookies containing encrypted information to allow the system to uniquely identify You while You are logged into Your DAS account. This information allows DAS to process Your online transactions and requests. Session Cookies help DAS make sure You are who You say You are after You have logged into Your account, as required in order to use the DAS application. DAS uses persistent Cookies, that only DAS can read and use, to identify the fact that You are a DAS customer, have used our Services, or are a prior DAS Site(s) visitor (whatever the case may be). DAS is especially careful with the security and confidentiality of the information stored in persistent Cookies. For example, DAS does not store account numbers or passwords in persistent Cookies. Users who disable their web browsers' ability to accept Cookies will be able to browse DAS' Site(s), but may not be able to successfully use all functionalities or aspects of DAS' Services and Site(s).
- E. Technical Information. Technical information is logged by DAS to help troubleshoot technical problems, and to administer DAS' Service and Sites in order to constantly improve the quality and security of DAS' Services and Sites.

### **III. WHAT INFORMATION DAS DISCLOSES AND TO WHOM:**

Individual records containing Data may, at times, be viewed or accessed for the purposes of trouble shooting, problem resolution, support issues, investigating a suspected violation of customer agreement(s) with DAS. Additionally, in connection with our Services and Sites, we may disclose Your Personal Information to certain third parties who we engage to help us run our business and perform the Services in addition to such disclosures as described more fully below:

- A. Account Information. DAS may disclose Personal Information such as Your account registration information and other related information to our third-party services providers, vendors, agents, and contractors (collectively, "Vendors") to provide our Services and Sites to You. DAS may also disclose such Personal Information to improve our Services and Sites and to provide customer service and support to You.

- B. Financial Information. DAS uses third-party intermediaries to manage applicable ACH debit and credit card processing for Your use of our Services or Sites. Such third-party intermediaries are not permitted to store, retain, or use the Personal Information You provide, except for the sole purpose of ACH debit or credit card payment processing.
- C. Cookies and Other Technologies. DAS may from time-to-time engage third parties to track and analyze non-personally identifiable usage and volume statistical information from visitors to its Site(s) to help it administer its Services and Site(s) and improve its quality. Such third parties may use Cookies to help track visitor behavior, demographics and interests. This includes Google Analytics Advertising features such as demographics and interest reporting, impression reporting and remarketing data. Users can opt out of Google Analytics features at <https://tools.google.com/dlpage/gaoptout/>. Except as otherwise noted, all Data collected by such third parties on behalf of DAS is used only to provide it with information on Site(s) usage and is not disclosed to any other third parties.
- D. Non-Personal Information and Anonymized Data. We may disclose non-Personal Information to third parties at our discretion DAS may also track and analyze non-identifying and aggregated usage and volume statistical information (collectively “Anonymized Data”) from its customers and visitors, and disclose (with or without remuneration) such Anonymized Data to third parties.
- E. Illegal Activity or Fraud. DAS may disclose Your Data if it believes disclosure is appropriate in connection with efforts to: (i) investigate, prevent or take other action regarding illegal activity; (ii) suspected fraud or other wrongdoing; (iii) to protect and defend the rights, property or safety of DAS, its customers, its employees, or others; (iv) to comply with applicable law or cooperate with law enforcement; or (v) to enforce any other agreements or policies.
- F. Mergers and Other Transactions. We may disclose Your Data, including Personal Information, in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings).
- G. Subpoenas or Similar Lawful Investigations. DAS may disclose Your Data to third parties in response to: (i) a subpoena or similar investigative demand, a warrant or court order; (ii) a request for cooperation from a law enforcement or other government agency; (iii) to establish or exercise DAS’ legal rights; (iv) to defend against legal claims; or (v) as otherwise required by law. In such cases, DAS may raise or waive any legal objection or right available to it.

#### **IV. THIRD-PARTY SITES:**

Our Services and Sites may contain links to third-party websites and/or content that are not operated or maintained by DAS. If You click on one of those links, You will be taken to websites we do not control. By providing a link to a third-party website, we are not endorsing or attempting to associate with any other entity, their content or services, or the persons or entities associated with those websites.

Third parties, such as content providers, may provide content on our Site, however, except as provide for in this Statement, such third parties are not permitted to collect Your Personal Information through our Sites, nor does DAS disclose Your Personal Information to such third parties. You should review any applicable terms of use and the independent privacy policies of any third-party website or content. DAS is expressly not affiliated with, nor is it responsible for those third parties.

Our Services and Sites may contain links to third-party websites. DAS is not responsible for the privacy practices, action, security, or the content of third-party websites. You should read the privacy policies of third-party websites carefully. Customers and visitors who access a third-party website may be disclosing their Personal Information. It is the responsibility of the customer and visitor to keep such information private and confidential.

**V. SOCIAL MEDIA AND OTHER DIGITAL PLATFORMS:**

Our Services and Sites may make Forums available to You and other users. You are not required to provide any Personal Information when using Forums but You may choose to do so. If You post Personal Information online, it will be publicly available and You may receive unsolicited messages from other parties. By using any Forum features of our Services or Sites You acknowledge that Your user name may be disclosed. We cannot ensure the security of any information You choose to make public in a Forum.

If You choose to access, visit, and/or use any third-party social networking service(s) that may be integrated with our Services or Sites, we may receive Your Personal Information and other information about You and Your computer, mobile, or other device that You have made available to those social networking services, including information about Your contacts through those services. Some social networking services will facilitate registration or enhance or personalize Your experience on our Sites. This includes if You “follow,” “like,” or link Your social networking account to our Services or Sites. Your decision to use a social networking service in connection with our Services or Sites is voluntary. However, You should make sure You are comfortable with the information Your third-party social networking services may make available by reviewing privacy policies of those providers and/or modifying Your privacy settings directly with those networking services. Also, we cannot ensure that third parties who have access to such publicly available information will respect Your privacy. Please exercise caution when deciding to disclose Personal Information to such third parties.

**VI. INFORMATION RETENTION:**

We will retain Your information for as long as required for our lawful business purposes, as needed to support Your interactions with our Services and Sites, and as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If You have further questions about our Personal Information retention practices, please see “***How to Contact Us***” below.

**VII. SECURITY:**

A. DAS’ Services and Site(s) have security measures in place designed to help protect against the loss, misuse and alteration of the Data under DAS’ control. When DAS’ Site(s) is

accessed, Transport Layer Security (TLS) and a trusted server certificate protect information using both server authentication and data encryption to help ensure that Data is safe, secure and available only to You. DAS also implements an advanced security method based on dynamic data and encoded session identifications, and hosts the Site(s) in a secure server environment that uses a firewall and other advanced technology to prevent interference or access from outside intruders. Finally, DAS provides unique user names and passwords that must be entered each time a customer logs on to our Services and/or Site(s) as may be applicable. These safeguards are designed to help prevent unauthorized access, maintain data accuracy and ensure the appropriate use of Data.

- B. To prevent unauthorized access, maintain Data accuracy and ensure the appropriate use of the Data DAS gathers about You, it has taken commercially reasonable steps to protect the Data. However, no system can be completely secure. Therefore, although DAS takes steps to secure Your Data, it does not promise, and You should not expect, that Your Data will always remain secure. You should be cautious with how You handle and disclose Your Data and You should avoid sending Your Data through unsecured email. Please refer to the Federal Trade Commission's website at <https://www.consumer.ftc.gov/features/feature-0014-identity-theft> for information about how to protect Yourself against identity theft.

#### **VIII. OPT-OUT PROCEDURE:**

DAS offers You a means to choose how DAS may use certain information about You. If, at any time in using our Services or Sites You change Your mind about receiving information from DAS or about sharing Your Personal Information with certain third parties, please send DAS a request to [info@DAShealth.com](mailto:info@DAShealth.com) specifying Your new choice.

#### **IX. CORRECTING AND UPDATING YOUR DAS ACCOUNT INFORMATION:**

If You need to update or change certain information relating Your account with DAS, You may do so by editing the user or organization record. To update a "User Profile", log on to the Site(s) and select Setup to add or update information. To update an organization's data, log on to the Site(s) and select Organization Setup. To update DAS account billing information or discontinue Your Services with DAS, please email [info@DAShealth.com](mailto:info@DAShealth.com). DAS will respond to Your DAS account or billing request within, at most, thirty (30) days from the date of Your request.

#### **X. INFORMATION OF CHILDREN:**

The use of DAS' Services and Site(s) is expressly prohibited for anyone under the age of thirteen (13) ("Children" or "Child"). DAS does not target our Services or Sites to Children. If You are under the age of thirteen (13), do not attempt to register for the Services or send any Personal Information about Yourself to DAS. By using our Services or Sites, You represent that You are at least 13 years old. DAS does not knowingly collect information, including Personal Information from Children.

If DAS becomes aware that it has collected information or Personal Information from a Child without verification of parental consent, it will take reasonable steps to remove the individual's information and Personal Information from files and systems. If You are a parent or guardian and

You are aware that Your Child has provided us with Personal Information, please contact us through one of the methods listed under “**How to Contact Us**”, below.

For more information about the Children’s Online Privacy Protection Act (“COPPA”), which applies to websites that direct their services to children under the age of thirteen (13), please visit the Federal Trade Commission’s website: <https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions>.

**XI. PROTECTED HEALTH INFORMATION (“PHI”):**

Depending on the Service You Use or the Site(s) You visit, DAS may or may not collect protected health information (“PHI”) as that term is defined in 45 CFR Part 160.103. To the extent that any PHI is disclosed to DAS, its use is governed by the current version of the DAS HIPAA Business Associate Agreement, which may be found at <https://www.DAShealth.com/documents>.

**XII. SPECIAL NOTICE TO NON-U.S. USERS REGARDING DATA TRANSFERS:**

Our Services and Sites are intended for use by residents of the United States only. If You are located outside the United States and are using our Services or sites, You should be aware that Your Personal Information will be transferred to the U.S., the laws of which may be deemed by Your country to have inadequate data protection. If You are located in a country outside the U.S. and submit Personal Information to us, You consent to the general use and disclosure of such information as provided in this Privacy Notice and to the transfer and/or storage of that information to the U.S.

**XIII. NEVADA RESIDENTS: YOUR NEVADA PRIVACY RIGHTS:**

Nevada law requires certain website operators to provide a way for Nevada consumers to opt-out of the sale of certain information that may be collected about them. DAS does not sell Your Personal Information to third parties as defined under Nevada law, and will not do so in the future without providing You with notice and an opportunity to opt-out of such sale as required by law.

**XIV. CALIFORNIA RESIDENTS: YOUR CALIFORNIA PRIVACY RIGHTS NOTICE (“NOTICE”):**

Under the California Consumer Privacy Act of 2018 (“CCPA”), as amended by the California Privacy Rights Act of 2020 (“CPRA”), (collectively, “California Consumer Privacy Laws”), California residents have certain rights around DAS’ collection, use, and disclosure of their Personal Information. This Notice also addresses the California Shine the Light Law. This Notice only applies to California residents.

Notice Personal Information.

The California Consumer Privacy Laws define personal information as information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household (“Personal Information”).

Personal Information does not include:



(1) De-identified or aggregated information (DAS does not attempt to re-identify any de-identified information it may collect or process);

(2) information that is lawfully made available from federal, state, or local government records, or information that DAS has a reasonable basis to believe is lawfully made available to the general public by the consumer or from widely distributed media; or information made available by a person to whom the consumer has disclosed the information if the consumer has not restricted the information to a specific audience; and

(3) information excluded from the California Consumer Privacy Laws, such as health or medical information covered under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), medical information governed by the California Confidentiality of Medical Information Act, personal information disclosed pursuant to the Driver’s Privacy Protection Act of 1994 (“DPPA”), financial information covered under the Fair Credit Reporting Act (“FCRA”) or Gramm-Leach Bliley Act (“GLBA”).

**Sensitive Personal Information.** Sensitive Personal Information (“SPI”) is Personal Information that reveals:

- Social security number, driver’s license, state identification card or passport number;
- Account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account;
- Your precise geolocation;
- Your racial or ethnic origin, religious or philosophical beliefs, or union membership; and
- The contents of Your mail, email, or text messages, unless the business is the intended recipient of the communication.

#### Personal Information Sale and Sharing.

DAS does not sell Your personal information and will not do so in the future without providing You with notice and an opportunity to opt-out of such sale as required by law. Similarly, we do not offer financial incentives associated with our collection, use, or disclosure of Your Personal Information. DAS does not make Your Personal Information available for cross-context behavioral advertising (which is called “sharing” under the CCPA) within the meaning of California consumer Privacy Laws. We do allow certain third-party partners to collect information about the users of our Services and Sites for the purposes of digital programing measurement and analytics, and for security matters such as fraud detection and reporting. We do not, however, sell or use Personal Information about You for targeted advertising on third-party websites.

#### Categories of Information We Collect, Use, and Disclose

The following chart provides information about the types of Personal Information we collect, the sources of the information, the purposes for which we use the information, and the categories of third parties with whom we have shared this information in the last 12 months for Personal Information shared for a business purpose.

| Category of Personal Information  | Category of Source from Which Data is Collected                 | Purpose of Collection   | Category of Third Parties to Whom Data is Disclosed   |
|---|---|---|---|
| <p><u>Identifiers and Contact Information.</u> This category includes names, addresses, phone numbers, email addresses, and other types of Personal Information.</p>  | <p>Directly from Service and Site users; Vendors; Referrals</p> | <p>Collect and process account registration information and verification and authentication of Service and Site users; facilitate communications with our Service and Site users; to provide support to Service and Site users; to contact You with newsletters, marketing or promotional materials and other information that may be of interest to You</p>  | <p>Vendors; affiliates; and government agencies or other third parties where required by law or other legal process</p> |
| <p><u>Tradeshow, Conference, and Other Industry Interactions.</u> This category includes names, email address, contact information, and other information as may be required as a host, attendee, sponsor, or other participant at such events.</p> | <p>Directly from Service and Site users; Vendors; Referrals</p> | <p>Collect and process event registration information and verification and authentication of Service and Site users; facilitate communications with our Service and Site users at such events; to contact You with newsletters, marketing or promotional materials and other information that may be of interest to You; to sponsor or otherwise participate in a tradeshow or industry conference as a partner</p> | <p>Vendors; affiliates; and government agencies or other third parties where required by law or other legal process</p> |
| <p><u>Financial and billing Information.</u> This category includes billing name and address, financial account numbers, credit card numbers and other necessary financial information.</p>   | <p>Directly from Service and Site users; Vendors</p>            | <p>Collect and process financial and billing information necessary to facilitate any payments that may be required for use of our Services or Sites; To determine if You are eligible for specific offers or payment methods; investigation, prevention, or necessary action regarding illegal activity, suspected fraud or other wrongdoing;</p>   | <p>Vendors; affiliates; and government agencies or other third parties where required by law or other legal process</p> |

| Category of Personal Information   | Category of Source from Which Data is Collected   | Purpose of Collection   | Category of Third Parties to Whom Data is Disclosed  |
|--|---|---|--|
|  |   | protection and defense of the rights, property, or safety of DAS, its customers, its employees, or others; compliance with applicable law; enforcement of any applicable agreements   |  |
| <u>Technical Information.</u> This category includes internet or other electronic network activity information as well as information automatically collected such as IP address, browser type, and device type. | Devices to which the Service and/or Sites are connected; Cookies and other tracking technologies  | Facilitate the efficient and secure use of our systems infrastructure; to analyze and track usage data; to improve the quality of our Services and Sites; to provide support to Service and Site users; investigation, prevention, or necessary action regarding illegal activity, suspected fraud or other wrongdoing; protection and defense of the rights, property, or safety of DAS, its customers, its employees, or others; compliance with applicable law; enforcement of any applicable agreements | Vendors; affiliates; and government agencies or other third parties where required by law or other legal process |
| <u>Inferences</u> drawn from the Personal Information and personal preferences collected from use of our Services and Sites and third-party partners.  | Directly from Service and Site users; Vendors; Devices to which the Service and/or Sites are connected; Cookies and other tracking technologies | Facilitate the efficient and secure use of our systems infrastructure; to analyze and track usage data; to improve the quality of our Services and Sites; to provide support to Service and Site users  | Vendors; affiliates; and government agencies or other third parties where required by law or other legal process |
| <u>Sensitive Personal Information</u><br><br>This may include: Social security number, driver's license, state identification card or passport number, Account log-in, financial account, debit card, or credit  | Directly from Service and Site users; Vendors   | Internal purposes necessary to the operation of our Services and Sites; investigation, prevention, or necessary action regarding illegal activity, suspected fraud or other wrongdoing; protection and defense of   | Vendors; affiliates; and government agencies or other third parties where required by law or other legal process |

| Category of Personal Information   | Category of Source from Which Data is Collected | Purpose of Collection   | Category of Third Parties to Whom Data is Disclosed |
|--|---|---|---|
| card number in combination with any required security or access code, password, or credentials, precise geolocation, racial or ethnic origin, religious or philosophical beliefs, or union membership, or contents of mail, email, or text messages where DAS is not the intended recipient. |   | the rights, property, or safety of DAS, its customers, its employees, or others; compliance with applicable law; enforcement of any applicable agreements |   |

Your California Consumer Privacy Law Rights

You may have certain rights with respect to Personal Information that we have collected and used under certain circumstances, including the below. However, these rights are not absolute, we may decline Your request as permitted by law.

**Information.** You can request that we provide You the following information regarding our use of Your Personal Information:

- The categories of Your Personal Information that we have collected
- The purposes for which we have collected or used such Personal Information
- The categories of sources for the Personal Information we have collected about You
- The categories of third parties with whom we have disclosed Your Personal Information
- If we have disclosed Your Personal Information for a business purpose, a list identifying the Personal Information categories that each category of recipient obtained
- If we have sold or shared Your Personal Information, a list identifying the Personal Information categories that each category of recipient purchased

**Access.** You can request that we provide You a copy of Your Personal Information that we have collected in the past 12 months.

**Correction.** You can request that we correct any inaccuracies in Your Personal Information. DAS will use commercially reasonable efforts to correct the identified inaccurate information upon receiving a verifiable request.

**Deletion.** You can request that we delete Your Personal Information collected in the past 12 months when we no longer need such data in connection with our Services or Sites (subject to certain exceptions that may apply under applicable law).

**Opt Out of Sale or Sharing.** Under California Consumer Privacy Law, You have the right to opt out of the sale or the disclosure of Your Personal Information for purposes of cross-context behavioral advertising (“sharing”). For clarity, however, DAS does not “sell” or “share” Personal Information for purposes of California Consumer Privacy Law.

**Limit Use of Sensitive Personal Information.** Under California Consumer Privacy Law, You have the right to limit the use and disclosure of Your SPI information if collected or used for purposes beyond those specifically permitted by California Consumer Privacy Law. DAS does not collect or use your SPI for purposes beyond those permitted by California Consumer Privacy Law.

**Right to Non-Discrimination.** If You choose to exercise Your privacy rights under the California Consumer Privacy Laws, we will not charge You different prices or provide different quality of services unless those differences are related to Your Personal Information or otherwise permitted by law.

If You are a California resident where one or more of these rights are granted to You under applicable law, and You wish to exercise any such rights listed above, please submit a request, or designate an authorized agent to make a request under the CCPA on Your behalf, by contacting us at [privacy@DAShealth.com](mailto:privacy@DAShealth.com), (866) 365-0655, or complete the form available at: <https://DAShealth.com/privacy-policy-request/> (password: DAShealthPrivacy). To verify Your identity when You submit a request, we will match the identifying information You provide us to the personal information we have about You. If You have an account with us, we will also verify Your identity through our existing authentication practices for Your account.

Only You, or an agent legally authorized to act on Your behalf, may make a verifiable consumer request related to Your Personal Information as described above (“California Consumer Request”). Please understand that we are required to verify Your California Consumer Request and may require You to provide some information to enable us to carry out such verification. We will deny requests from agents that do not submit proof of legal authorization to act on Your behalf. To verify that an agent has legal authority to act for You, we may require a copy of a power of attorney or require that You provide the agent with written permission and verify Your own identity with us. We cannot respond to Your California Consumer Request or provide You with Personal Information if we cannot verify Your identity or authority to make the California Consumer Request and confirm the Personal Information relates to You.

When You, or someone legally authorized to act on Your behalf, make a California Consumer Request, You can expect the following:

We will verify Your identity. You will need to provide us with certain information so that we can verify that You are who You say You are. Which information is required may depend on the type and sensitivity of information subject to the California Consumer Request.

We will respond to Your California Consumer Request within the legally required amount of time. If necessary, we may need additional time to respond where allowed by law, but we will reply either way within the legally required period and, if we need an extension, we will explain why.

In certain cases, a California Consumer Request may be denied. For example, if we cannot verify Your identity or if providing You information could create an unreasonable risk to someone's security (for example, we do not want very sensitive information disclosed inappropriately). If we deny Your California Consumer Request, we will explain why we denied it.

Making a California Consumer Request does not require You to create an account with us. We will only use Personal Information provided in a California Consumer Request to verify the requestor's identity or authority to make the California Consumer Request.

#### California Shine the Light Law

If You reside in California, You have the right to ask us one time each year if we have shared Personal Information with third parties for their direct marketing purposes and the identities of any such third parties ("Shine the Light Request"). Only California residents can make a Shine the Light Request. A California resident is a person who currently lives in California, or is domiciled in California but is outside of the state for a temporary or transitory purpose. To make a Shine the Light Request, please send us an email, or write to us at the address listed below in "How to Contact Us". Indicate in Your communication that You are a California resident making a "Shine the Light" inquiry.

#### **XV. CLASS ACTION WAIVER:**

**ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION, MEDIATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE SITE AND SERVICE SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.**

#### **XVI. GOVERNING LAW AND JURISDICTION:**

This Statement, Your use of our Services and Sites, and the use of information shall be construed, governed, and enforced under the laws of the State of Florida (without regard to rules governing conflicts of laws provisions). You agree that venue for all actions, arising out of or relating in any way to Your use of our Services or Sites, shall be in federal or state court of competent jurisdiction located in, Hillsborough County in the State of Florida, within one (1) year after the claim arises. Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

#### **XVII. ACKNOWLEDGEMENT:**

To the extent that You provide or transmit any information, including, but not limited to, any Personal Information and any information that identifies any other individual (including without limitation name, email address and/or telephone number), to us or our third-party service or data providers, licensors, or distributors ("Representatives") through the Services or our Sites, You warrant that (a) You are providing or obtaining only Your own information or the information of others which You are authorized to provide to third parties and/or obtain from third parties on

their behalf; and (b) the use of such information by DAS and its Representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties.

**XVIII. HOW TO CONTACT US:**

Questions regarding this Statement or our collection, use, and disclosure of Personal Information should be directed to DAS' Security Administrator by emailing such questions to [privacy@DAShealth.com](mailto:privacy@DAShealth.com) or by regular mail addressed to DAS Services, LLC, Attn: Security Administrator, 1000 N. Ashley Drive, Suite 300, Tampa, Florida 33602. You may also reach us at (866) 365-0655.