

PRIVACY POLICY

Our Privacy Policy forms an integral part of the Terms of Use which is incorporated by reference hereto. To see our Terms of Use, click here <https://your24sevendoc.com/terms-of-use>. Capitalized terms used and not defined herein shall have the meaning given to them in the Terms of Use.

This Site will be collecting and transmitting personal, medical and health-related information about you. We are committed to ensuring that your personal information shared through our Site and/or Services is protected and kept confidential. By becoming a registered User and providing information to us via our Site, you consent to the use and disclosure of personally identifiable information and protected health information as outlined in this Privacy Policy. Please note that the use and disclosure of such information is also subject to the practices of the Healthcare Providers with whom you may interact through the Services and from whom you are owed an independent obligation to protect information that you disclose to them.

1. Scope – What Does This Privacy Policy Cover?

This Privacy Policy applies only to information we receive from you or collect through the Site and in email, text and other electronic communications made through or in connection with the Site. This Privacy Policy DOES NOT extend to any websites that are linked to from our Site (whether we provide those links or whether they are shared by other users). We are not responsible for your data collected, stored or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

2. What Data Do We Collect?

The data we collect or maintain (the “**Personal Information**”) may include:

- Your name, age, email address, username, password, and other registration information;
- Health information that you provide us, which may include information or records relating to your medical history and other health related information;
- Health information about you prepared or obtained by the Healthcare Provider(s) who provide the Services through the Site such as medical and therapy records, diagnostic tests, treatment and examination notes, and other health related information;
- Billing information that you provide us, such as credit card information;
- Information about the computer or mobile device you are using, such as what Internet browser you use, the kind of computer or mobile device you use, and other information about how you use the Site;
- Other information you input into the Site or related services.

Personal Information includes your protected health information (“**PHI**”). PHI is information about you that may be used to identify you (such as your name, address, birth date, Social Security Number), and that relates to (a) your past, present or future physical or mental health or condition, (b) the provision of healthcare to you, or (c) your past, present, or future payment for the provision of healthcare. In conducting our business, we will receive and create records containing your PHI. We will maintain the privacy of your PHI and provide you with notice of our legal duties and privacy practices with respect to your PHI. We maintain the confidentiality of PHI records in

compliance with the Health Insurance Portability and Accountability Act (“**HIPPA**”) and other applicable state and federal laws and regulations.

Some Personal Information will be collected automatically by our Site (for further details see Section 7 on our use of Cookies). Other Personal Information will only be collected if you voluntarily submit it and consent to us using it for the purposes set out in Section 3, How Do We Use Your Personal Information?, below.

Minors.

We do not knowingly allow individuals under the age of 18 to create accounts that allow access to our Site and/or use of the Services. In most cases, parents and legal guardians are the personal representatives for their dependents. Therefore, in most cases, parents and legal guardians can exercise individual rights, such as providing and accessing Personal Information on behalf of their dependents.

3. How Do We Use Your Personal Information?

We use and disclose your Personal Information for purposes of:

- a) **Treatment.** We may disclose your Personal Information to a Healthcare Provider for purposes of a visit or in connection with the provision of follow-up treatment;
- b) **Payment.** We may use and disclose your Personal Information in connection with the processing and payment of services rendered, claims and other charges;
- c) **Healthcare Operations.** We may use and disclose your Personal Information in connection with our healthcare operations, such as providing customer services and conducting quality review assessments. We may engage third parties to provide various services for us. If any such third party must have access to your Personal Information in order to perform its services, we will require that third party to enter into an agreement that binds the third party to the use and disclosure restrictions outlined in this Privacy Policy;

and as otherwise permitted or required by law.

We may also create and distribute de-identified health information by removing all references to individually identifiable information.

Any other uses and disclosures will be made only with your written authorization. You may revoke such authorization in writing, and we are required to honor and abide by that written request, except to the extent that we have already taken actions relying on your authorization.

4. What Are My Rights With Respect To PHI?

You have the following rights with respect to your protected health information, which you can exercise by communicating with us as instructed in Section 9, Contacting Us, below.

- a) Access. Except in certain circumstances, you have the right to review and obtain a copy of your medical, billing and other records used, in whole or part, to make decisions about you. If you ask for copies of this information, we may charge reasonable, cost-based fees for the cost of copying and postage.
- b) Amendment. You have the right to ask us to amend your PHI when that information is inaccurate or incomplete. If we accept an amendment request, we shall make reasonable efforts to provide the amendment to persons that you have identified as needing it, and to persons that we know might rely on this information.
- c) Disclosure Accounting. You have a right to an accounting of the disclosures of your PHI. If you ask for this information from us more than once every twelve months, charges may apply, to cover our costs for administration, archive retrieval, copying, packaging, and postage.
- d) Restriction Request. You have the right to request that we restrict use or disclosure of your PHI for treatment, payment or health care operations, disclosure to persons involved in your health care or payment for health care, or disclosure to notify family members or others about your general condition, location, or death. We are under no obligation to agree to requests for restrictions. If we agree, then we must comply with the agreed restrictions, except for purposes of treating you in a medical emergency.
- e) Confidential Communications. You have the right to request an alternative means or location for receiving communications of PHI by means other than those that we typically employ. For example, you may request that we communicate with you through a designated address or phone number. Similarly, you may request that we send communications in a closed envelope rather than a post card.

5. How Do We Protect Your Personal Information?

We maintain reasonable and appropriate administrative, technical, and physical safeguards to prevent unauthorized use or disclosure of Personal Information and to limit its authorized but incidental use and disclosure. Personal Information protection safeguards include data backup, audit controls, access controls, and some data encryption. Please be aware that no data transmission over the Internet or data storage facility can be guaranteed to be perfectly secure. As a result, while we try to protect your Personal Information, we cannot ensure or guarantee the security of any information you transmit to us, and you do so at your own risk.

6. Do We Share Your Personal Information?

We may share Personal Information as it is allowed by the law and as it is authorized by you. In certain cases, we employ other third parties to perform services on our behalf and they will have access to your Personal Information as needed to perform these services.

7. Cookies.

The Site uses “cookies”. “Cookies” are small computer files that the system sends and stores on your hard drive through the browser that you use to access the Site that allows the Site to keep track of their browsing habits and store information about them. You have the right to activate or deactivate the “cookies” in your browser. However, when you deactivate “cookies” some functions of the Services may be disabled, and you could experience difficulties in the use of the Service.

8. Changes To Our Privacy Policy.

We may change this Privacy Policy from time to time as we may deem necessary or as may be required by law. Any changes will be immediately posted on our Site. Upon your first use of this Site following the changes, you signify your acknowledgment and acceptance of these changes and the revised Privacy Policy. We recommend that you check this page regularly to keep up-to-date.

9. Contact Information.

If you have questions or concerns regarding our Privacy Policy, or would like to report a violation, please contact us by sending an email to yd-security@your247doc.com or a written request to:

Your 24/7 Doc, LLC
Compliance Department
1441 L St NW
Washington DC, 20005

To file a complaint with the U.S. Department of Health and Human Services, you may write to 200 Independence Ave., S.W., Room 509F HHH Bldg., Washington, D.C. 20201, call 1-800-537-7697, send an email to OCRComplaint@hhs.gov or file an online complaint at <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>.

This current Privacy Policy takes effect on April 1, 2020 and will remain in effect until we replace it.