



# LivingMatrix, Inc. Application Privacy Policy

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Last Updated: May 21, 2018

## Introduction

Your privacy is of paramount importance to us. This Application Privacy Policy (this "Policy") describes how we handle and secure information we collect. If you are a provider of medical or health services who furnishes, bills, or is paid for health care services in the normal course of business (hereinafter "Provider"), this Policy is part of, and incorporated into, your LivingMatrix Provider Agreement (referred to in this Policy as a "User Agreement"). Because your User Agreement includes subjects that may not be covered in this Policy, and may narrow or modify the scope of our use of information under this Policy, please be sure to review it carefully.

*For individuals located in the European Economic Area ("EEA"), Switzerland or the United Kingdom, all processing of your personal information (such as your name, an identification number, location data, an online identifier or data specific to your physical, physiological, genetic, mental, economic, cultural or social identity) by LivingMatrix is performed in accordance with the European Union's General Data Protection Regulation 2016/679 ("GDPR"), effective May 25, 2018.*

## What Personal Information We Collect

- When you register for LivingMatrix's services ("Services"), type a message to send to us or another user, complete an optional form, or authorize us, if you are a Provider, to retrieve and import information from another user or other third-party on your behalf, including, without limitation, from your workforce, we may collect the following information (as applicable): Provider names, addresses, phone numbers, email addresses, DOB, number, medical license information, NPI, DEA, tax identification numbers, staff names, staff email addresses; credit or debit card account information, or other forms of payment ("Payment Card Information"). Patient names, emails, DOBs, gender, phone numbers, addresses, background and health information,
- When you upload or provide information ("Content") to LivingMatrix, we also store the files or other information to be able to provide you with the features and functionality of the Services.
- When you visit and navigate through our Services, click on a link, open a webpage or web form, log in, post a comment or question, send a message as a Provider via our interactive chat or instant message feature, or otherwise interact with our Services, your computer, mobile phone or tablet (a "Device") and its software transmits a "request" to us that allows us to collect information about your Device and the software running on it. Such information often includes elements such as the date and time a "request" is made, the model of the Device making the "request," the type and version of operating system running on a Device (e.g., Mac OS or Microsoft Windows), the browser



making the request (e.g., Internet Explorer, Chrome or Firefox), routing information, IP address, the Device's geographic location, search terms a user enters, what URL a Device most recently visited, and, if a mobile application is used, an anonymous unique Device identification number. That request includes anonymous information received from your Device (and its software) necessary for us to identify and appropriately route the information your Device is requesting. This information generally does not personally identify a Device's user. However, it can be combined with personal information. If so, we treat such combined information the same way we treat personal information for as long as it remains combined.

- You have the ability to control how some of our tools and features operate by modifying the settings on your Device or its software. Most browsers, for example, allow you to refuse accepting cookies, and many mobile Devices allow you to disable the sending of location information. In some cases, doing these things could diminish the performance of our Services or render them inoperable. We do not respond to browser-based "do not track" signals. To learn more about how we collect and use such data please see the section below entitled "How We Use your Personal Information."

### **How We Use Personal Information**

We use personal and anonymous information for the following legitimate interests:

- Operating, maintaining, managing, administering, and improving our Services, including processing registrations and subscription payments, and providing customer support;
- Enabling you to access and use our Services, including uploading, downloading, collaborating on and sharing Content and sending emails on your behalf;
- Responding to questions and communications, which we retain in the ordinary course of business;
- Administrative announcements about features, functionality, terms or other aspects of our Services; and, if applicable, informing you about offers for services or products we believe may be of interest (for further information, see also "Service Emails and other Communications" below);
- Safeguarding and protecting our Services, the information they safeguard, the rights of third parties and in response to legal process; and
- For other purposes described in this Policy or your User Agreement or about which we notify you.

We use anonymous information for the following purposes:

- Auditing, research, measurement and analysis to maintain, administer, enhance and protect our Services, including analyzing usage trends and patterns and measuring the effectiveness of content, advertising, features or services;
- Creating new features and services;
- Contextual and cookie-based automated content delivery, such as tailored ads or search results;
- Health and medical research; public health and service activities; healthcare- and medical-related services;



- For other purposes described in this Policy or your User Agreement or about which we notify you.

### **Information Sharing and Disclosure**

LivingMatrix will not share your personal information unless one of the circumstances below applies. Please note that personal information will not be shared with third parties for marketing purposes.

*With your consent (which may be withdrawn at any time)*

- When you choose to share such information through our Services. Under certain circumstances this may require a specialized consent before our Services complete certain such transmissions.
- When you are otherwise notified at the time we collect such information or we otherwise have your express consent.

*With account administrators*

- When your account has been issued by an account administrator with administrative rights over your account, your account administrator will have access to your account information, including your personal information. Your account administrator may: (i) receive and retain your account information, (ii) restrict your ability to submit, delete or edit information; (iii) suspend or terminate your account access, or (iv) access or retain information you submit or otherwise stored as part of your account for any purposes required or permitted under applicable law.

*For external processing*

- We may provide your Personal Information with our current and future affiliates or other trusted service providers or persons who work on our behalf or help us to operate our business and operations, based on our instructions and in compliance with this Policy and any other appropriate confidentiality and security measures. Examples of such service providers include vendors and suppliers that provide us with technology, services, and/or content for sending email, analyzing data, providing marketing assistance, processing payments (including credit card payments), and providing customer service. Access to your Personal Information by these service providers is limited to the information reasonably necessary to perform its limited function. Service providers may be located inside or outside of the EEA.

*For legal reasons*

- We will share personal information with companies, organizations or individuals outside of LivingMatrix if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
  - meet any applicable law, regulation, legal process or enforceable governmental request;
  - enforce applicable contracts, including investigation of potential violations;
  - detect, prevent, or otherwise address fraud, security or technical issues; or



- protect against harm to the rights, property or safety of LivingMatrix, our users or the public as required or permitted by law.

#### *Other*

- We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce our contractual rights or protect our operations or users. Additionally, in the event of a reorganization, merger, or sale we may transfer any and all personal information we collect to the relevant third party.
- We may disclose information about you for any other purpose described in this Policy or your User Agreement or about which we notify you.

### **Health Information**

Some of our Provider users are subject to laws and regulations governing the use and disclosure of health information they create or receive. Included among them is the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health of 2009 (“HITECH”), and the regulations adopted thereunder. Pursuant to a User Agreement, when we store, process or transmit “individually identifiable health information” (as such term is defined by HIPAA) on behalf of a Provider user, we do so as its “business associate” (as also defined by HIPAA). We are prohibited from, among other things, using individually identifiable health information in a manner that the Provider itself may not. We are also required to, among other things, apply reasonable and appropriate measures to safeguard the confidentiality, integrity and availability of individually identifiable health information we store and process on behalf of such Providers.

For Providers located in the EEA who are subject to the GDPR as “data controllers” (as such term is defined by the GDPR), Living Matrix operates as the “data processor” (as also defined by the GDPR) on behalf of Providers in relation to the Processing of personal data, including “special categories” (as also defined by the GDPR) of personal data, such as health information. LivingMatrix is required to process such personal data in accordance with the GDPR requirements applicable to LivingMatrix as a data processor when providing our Services.

### **Records**

Our Services allow users to store personal and health information (“Records”), including Records that identify other individuals, including other users. Our Services permit users to share all or portions of these Records with Providers. You should be aware that this Policy covers only the information you submit through our Services. If you contact or exchange information with another user in person or through a means other than our Services, such activity is not covered by this Policy.

### **How our Services Allow Users to Share Information**

If you are a Provider, your contact and directory information may be listed in one or more of our public and professional directories. These directories include profile information (e.g., contact, specialty and other information) and other features that allow users to locate and contact them. If you seek to contact or schedule an appointment with a Provider listed in



one of our directories, the Provider will need your name, contact information, as well as other information.

### **What Other Users Do with Information You Share with Them**

Because our Services enable Provider users to share information you share with them, you should take care in selecting with whom you share your Records and other information. Although our Services process such transmissions, we cannot take responsibility for the actions of other users or persons with whom you share your Records and other information.

### **Surveys and Ratings**

From time to time we ask users to submit surveys or ratings to assist Providers and others in improving their operations or to assist other users in making informed choices. The content of such surveys or ratings, therefore, should be presumed public. When we make such survey and ratings requests, we let users know how their responses will be used. As with communities and public forums, we strongly advise users to exercise care in selecting what information they share in a survey or similar communication, and strongly recommend against sharing any personal health or other sensitive information that could directly or indirectly be traced to any individual, including yourself.

### **Service Emails and other Communications**

Our Services may allow users to communicate with Provider users via email or other messages. Communications that are sent by or on behalf of a user are indicated as being "From" that user. Communications that are sent by us are indicated as being from us or one of our account or support specialists assigned to assist you. Either type of communications may be "real time" communications or communications triggered automatically upon the occurrence of certain events or dates – such as a repeated sign-in failure, an appointment forms reminder and the like. Email communications received from users and our administrative announcements are often transactional or relationship messages, such as appointment requests, reminders and cancellations and Service notifications. You may not be able to opt out of receiving certain messages. In cases in which we believe user emails are not primarily transactional or relationship messages, it will include the capability to opt-out of receiving further e-mails.

If you sign-up to receive marketing or informational announcements from us, such emails will include capability to opt-out of receiving such e-mails in the future. Our Services may deploy tools (such as "cookies," "web beacons" and "server logs") on outbound emails to users and others to collect data about your Device and the software running on it, and we may use vendors to assist us in sending outbound emails to users who may deploy Third Party Tools. Emails and other communications from individuals who are not users of our Services, or that are being sent in connection with business, agreements or subject matter other than your User Agreement or your use of our Services, are not covered by this Policy.

If, for example, you contact us regarding a job opening, that communication to us is not covered by this Policy even though that job opening may have been posted on our Services. Likewise, if you submit to us any ideas, suggestions or proposals (collectively, "Suggestions") relating to our Services or other products or services by any means – such as through "Contact Us," by email or other communication channels, one of our communities



or user forums, or to our customer support or other personnel – such Suggestions are not governed by this Policy.

### **Control of Personal Information**

Our Services aim to provide you with the ability to manage the personal information we collect from you directly and the means to access, update, and delete it. For example, you can request that we remove your email address from our marketing database, rectify inaccurate or incomplete information in your account, delete your information or deactivate your account.

In some jurisdictions, applicable law may entitle you to request a copy of your personal information, which can be transmitted to you or another service provider in a structured, commonly used, and machine-readable format. You may also object to our processing of your personal information for certain specific purposes (including profiling).

Please note that patients should submit requests like those described above concerning their health information directly to their Providers. All other requests or objections can be accomplished by logging into our Services or contacting us using the contact information below. Under certain circumstances, we may ask you to verify your identity before your request is processed. This will be done free of charge except where it would require a disproportionate effort. We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup tapes).

Unless you are an administrator who has administrative rights over another user's account pursuant to a User Agreement, you are not entitled to access another user's account. Accordingly, if you have used our Services to share personal information with another user or other party, you will not be able to access, update or delete that shared information pursuant to this Policy or your User Agreement. Other users may submit personal information that identifies you. You will also not be able to access, update or delete that information pursuant to this Policy or your User Agreement.

### **Retention of Personal Information**

LivingMatrix will retain your Personal Information for the period necessary to necessary to provide you with the websites and apps you are eligible to use and as needed to comply with our legal obligations and enforce our agreements unless a longer retention period is required or permitted by law. For example, in the United States of America ("US"), certain users – such as Providers – may be required under HIPAA and other applicable laws or regulations to retain such information for extended periods of time. This means that until our User Agreement with such user(s) terminate(s), we will continue to retain such information on their behalf.

### **Security**



The security of our Services and the information they store, process and transmit is a top priority. To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of the information we collect, we deploy a wide range of technical, physical and administrative safeguards, including: SSL encryption, firewalls, system alerts and other information system security technologies; housing health data in secure facilities that restrict physical and network access; and regular evaluation and enhancement of our information technology systems, facilities, and information collection, storage and processing practices. We are required to apply reasonable and appropriate measures to safeguard the confidentiality, integrity and availability of your personal information residing on and processed by our Services. It is important to remember, however, that no system can guarantee 100% security at all times. Accordingly, we cannot guarantee the security of information stored on or transmitted to or from our Services.

### **Steps You Can Take**

If we learn of a security vulnerability or risk, we will attempt to notify you and provide information on protective measures you may take. There are, however, some precautions that you can proactively take to improve your system security and reduce the likelihood of unintended disclosure of personal information:

- Install malware detection programs that regularly scan your system and incoming traffic for malicious code – such as computer viruses, worms, Trojan Horses and spyware. Because viruses and malware are continuously created and modified, regular malware protection software typically requires frequent updates.
- Use a firewall to prevent unauthorized access to your Device.
- Because malware often targets vulnerabilities in existing operating systems, browsers, plug-ins and other programs, software vendors frequently update their products with security patches to guard against known or commonly exploited vulnerabilities. Vendors often try to alert their users and recommend immediate installation of these security patches.
- Use a strong password using a combination of letters and numbers that are not easily guessed. Do not share your password with others.
- If you use a shared Device, always close all active programs and log out before leaving it unattended.
- Avoid using a public wireless network, if possible. If you do use a public network, use the most restrictive wireless network settings on your Device.
- If you use file-sharing programs, be sure to restrict all other folders or directories to “no share.”
- Be very cautious with any email requesting you to share personal information. On websites, look for the lock symbol on or near your browser’s address bar which signifies a secure website before supplying personal information.
- When participating in one of our communities, blogs, forums, surveys or other open communication platforms, exercise care in selecting what information you share, particularly personal or health information.

### **Policy on Children**



Our Services are not directed to individuals under the age of 13, and we do not knowingly collect personal information from such children. If we learn that we have inadvertently obtained personal information from a child under the age of 13, we will delete that information as soon as practicable. If you become aware that your child has provided us with personal information without your consent, please contact us immediately at the contact information below. Without limiting the generality of the foregoing, our Services do allow users above the age of 18 years old – such Providers, parents and guardians – to submit personal information about others, including minors. Such users assume full responsibility over their submission, use and transmission of such information.



### **Processing in the United States**

Access to our Services is administered in the US. You may not use our Services in any jurisdiction where offering, accessing or using our Services would be illegal or unlawful. If you are located outside of the United States, you consent to this transfer by using our Services. You also consent to the transfer to and processing of any personal information by us or any of the other parties described in the section “Information Sharing and Disclosure” above, whether located in the US or any other countries, for the purposes described in this Policy, or for any other specific purposes to which you consent.

### **Compliance and Cooperation with Regulatory Authorities**

We regularly review our compliance with our Application Privacy Policy. When we receive formal written complaints, we will contact the person who made the complaint to follow up.

In addition to making a complaint with LivingMatrix, you also have the right to lodge complaints about the data processing activities carried out by LivingMatrix directly before the competent data protection authorities. We will work with the appropriate regulatory authorities, including local data protection authorities, to resolve such complaints.

### **Changes to this Policy**

We work hard to continuously improve and enhance our Services. Some of these improvements and enhancements may result in changes to this Policy. We will post such changes along with their effective date on this page, and if the changes are significant, we will provide a more prominent notice. Because our Policy can change at any time, we encourage you to reread it periodically to see if there have been any changes that affect you. If you disagree with any changes to this Policy and do not wish your information to be subject to the revised Policy, you will need to deactivate your account before the new Policy becomes effective. Your use of our Services following any such change constitutes your agreement that all information collected from or about you through our Services after the revised Policy is posted will be subject to the terms of the revised Policy.

### **Contact Us**

Any questions about this Privacy Notice should be addressed to our Privacy Officer/Data Protection Officer:

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