

Privacy Policy

Updated 08/25/2022

This Policy explains how your personal information is collected, used, and disclosed by Balance and its subsidiaries and affiliated companies, including the medical practices and other healthcare entities with which Balance contracts to provide products and services to you (“Balance” or “We”). This privacy policy (“Policy”) applies to the websites of Balance, including www.balancendlac.com, and Balance applications and other online services (collectively, “Services”). This Policy does not apply to websites, applications, or services that display or link to different privacy statements.

By using Balance, you agree to this Privacy Policy.

INFORMATION COLLECTED

We collect information about you in various ways when you use our Services. We collect the personal information you provide to us. For example, we may collect your name, picture, email address, postal address, phone number, fax number, personal habits, demographics, and other information you provide us on our Services. We also collect credit card numbers and additional payment information if you purchase products or services from an affiliated health care provider or pharmacy through our Services or from us. We may also obtain information from other sources and combine that with information we collect on our Services.

If you become a patient of a healthcare provider affiliated with Balance, we may collect health information relating to your treatment, such as your medical history and allergies to medications, to provide you with continuous services through other affiliated health care providers.

When you visit our Website, some information is automatically collected. For example, when you visit our Website, your computer’s operating system, Internet Protocol (IP) address, access times, browser type and language, and the website you visited before our site are logged automatically. We also collect information about your usage and activity and information about your device, such as your device and operating system type, wireless carrier, and device IDs, on our mobile applications.

Cookies

We may automatically collect information using “cookies.” Cookies are small data files stored on your hard drive by a website. Among other things, cookies help us improve our Services and your experience. We use cookies to track traffic data, understand how visitors got to our site, see

which areas and features are popular, and count our services' visits. We may also use cookies to improve our marketing techniques.

Web Beacons

We may collect information using Web beacons. Web beacons are electronic images that may be used on our Website or emails. We use Web beacons to deliver cookies, count visits, understand usage and campaign effectiveness, and tell if an email has been opened and acted upon.

USE OF INFORMATION WE COLLECT

We use personal information collected through our Services for purposes described in this Policy or disclosed to you on our Services. For example, we may use your information to:

- Operate and improve our Website, products, and services;
- Understand you and your preferences to enhance your experience and enjoyment using our Website, products, and services;
- Connect you with a healthcare professional for consultation and treatment;
- Respond to your comments and questions and provide customer service;
- Provide and deliver products and services you request;
- Send you related information, including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- Communicate with you about new products, upcoming events, and other news about products and services offered by Balance and our selected partners;
- Link or combine it with other information we get from third parties to help understand your needs and provide you with better service; and
- Verify your identity and administer your account, including processing your payments and fulfilling your orders.
- Protect, investigate, and deter fraudulent, unauthorized, or illegal activity.

Balance may store and process personal information in the United States and other countries. We use the personal information you provide us to operate the Service and improve your experience.

SHARING OF PERSONAL INFORMATION

Our Services allow you to connect and share your actions, content, and information on third-party websites and services. Please be mindful of your own privacy needs as you choose who to connect with and what to share and make public. We cannot control the privacy or security of information you choose to make public. We do not share your personal information with third parties other than as follows:

- with your consent, for example, when you agree to our sharing your information with other third parties, such as physicians and other health care providers when you request a consultation, pharmacy, or lab services;
- with third-party vendors, consultants, and other service providers who work for us and need access to your information to do that work;
- to (i) comply with laws or to respond to lawful requests and legal process, (ii) to protect the rights and property of Balance our agents, customers, and others, including to enforce our agreements, policies, and terms of use or (iii) in an emergency to protect the personal safety of Balance, its customers, or any person;
- in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction, or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets to another company

We may share aggregated or de-identified information that does not identify any individual about our users. We may disclose information to third parties who help provide the service to you (your physician, our server host, etc.), but we do not sell your information.

SECURITY OF YOUR PERSONAL INFORMATION

Balance takes reasonable steps to help protect your personal information to prevent loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

YOUR INFORMATION CHOICES AND CHANGES

You may opt-out of receiving promotional emails from Balance by following the instructions in those emails. If you opt-out, we will cease to send you any communications. To opt-out, either click the “unsubscribe” button at the bottom of the email or reply to the email with the word “unsubscribe” in the body of the reply email. You may also send requests about your contact

preferences changes to your information, including requests to opt-out of sharing your personal information with third parties by emailing balancendlac@gmail.com.

Most Web browsers are set to accept cookies by default. If you prefer, you can set your browser to remove cookies and reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our website.

NOTICE OF PRIVACY PRACTICES

Balance strives to provide quality healthcare at affordable, transparent costs. Balance's online platform utilizes technology (e.g., picture sharing, telemedicine, etc.) adapted for the specific needs of healthcare. Balance allows users of the Services (the "Users") to share personal health information online. Balance may also contract with or allow for the use of the Services by certain health care providers or networks of health care providers (collectively, "providers") to facilitate your use of the Services or make Balance Services available. Users who are patients of such providers. For this Authorization, the terms "we" or "us" refer to Balance and to any of your provider(s) with which Balance contracts for the provision of the Services.

USE AND DISCLOSURE OF YOUR HEALTH INFORMATION

As used in this Authorization, the term "health information" means all information, in any format including without limitation text, photos, and video, relating to your past, present, or future physical or mental health or condition; the provision of health care to you; or the past, present, or future payment for the provision of health care to you. It specifically includes such information after submitting your consult, including consent and payment. It contains such information regardless of whether it is or has been posted on the Services, was submitted by you or by other Users of the Services, was made available to us by your providers, or was posted on the Services by us, and regardless of whether it is subsequently removed from the Services.

Examples of "health information" may include, but are not limited to:

- Photographs of you and/or your skin that are intended to document the condition of your skin.
- Information about your medical or mental condition or illness, including diagnosis date, first symptom information, and family history.
- Treatment regimens, including treatment start dates, stop dates, dosages, and side effects.
- Symptoms experienced, including severity and duration.

- Health risk assessment scores or surveys.
- Medications prescribed and supplements taken.
- Communications between you and your providers.
- Lab tests or lab results.
- Genetic information, including genetic tests and test results, individual genes, and/or entire genetic scans.
- Tests or test results for diseases or health conditions.
- Alcohol, drug, or substance abuse information.
- Claims information relating to your health care coverage with a health insurer, including but not limited to benefits paid; benefits denied; pre-service, concurrent, and post-service certification/utilization review decisions; and/or care management activities.

You hereby authorize us, and any third-party vendors acting on our behalf, to use or disclose all, or any part of, your health information to the persons or entities identified below for the stated purposes:

- To your providers in order to provide the Services to you and/or your providers.
- To the extent that authorization is required by applicable law, to re-disclose your health information among ourselves and any third-party vendors acting on our behalf, to provide the Services to you, your providers, and/or other Users.
- To the extent that authorization is required by applicable law to use or disclose your health information to third parties to properly manage our business and/or to comply with our legal responsibilities (for example, to respond to a subpoena or similar legal process); when we believe in good faith that disclosure is necessary to protect our rights or to protect your safety or the safety of others; to investigate fraud; to respond to a governmental request for information; or in connection with a merger, acquisition or sale of all or a portion of Balance assets.
- To the extent that authorization is required by applicable law to market our products and services (and those of third parties) to you, though we will not disclose your health information in doing so. For example, we may allow third parties to choose the characteristics of users who will receive the communications. We may use any attributes

we have collected (including information you do not make available while using the Services) to select the appropriate audience for those communications.

To facilitate your use of the Services and to permit you to continue using the Balance platform independent of Balance relationship with your providers, you authorize your providers to disclose to Balance all health information that the providers may have collected, generated, or received in connection with the Services or that Balance may have collected on your behalf for purposes of providing the Services. You authorize Balance to use and disclose such health information consistent with Balance Terms of Service and Privacy Policy and this Authorization, as necessary to provide the Services for your use. You hereby acknowledge that health information disclosed pursuant to this Authorization may be subject to re-disclosure by the recipient and no longer protected by the privacy laws.

COMMUNICATION

In some cases, communications between you and Balance will include health information in unencrypted forms (most notably email and text). You are authorizing Balance to communicate with you using unencrypted mediums (like email and text) for some PHI including, but not limited to, your treatment plan, the name of your Provider, and the condition you're seeking treatment for.

With this authorization, you understand the following risks of communicating using unencrypted mediums:

- Email and texts can be forwarded, printed, intercepted, and stored by anyone with access to your email inbox or mobile phone.
- These mediums are convenient but inappropriate for emergencies or time-sensitive information.
- Your employer(s) typically has the right to access any email received or sent by a person at work.
- Staff other than your healthcare provider may read and process email.
- Clinically relevant messages and responses will be documented and become part of your medical record at your Physician's discretion.
- Balance is not liable for information lost or misdirected due to technical errors or failures.

EXPIRATION

This Authorization will expire as of the earliest of the following: (i) your valid revocation of this Authorization in accordance with the procedures set forth below; (ii) deactivation of your User account; or (iii) the maximum period permitted by applicable law.

YOUR RIGHTS

We are required by law to make sure that PHI that identifies you is kept private, give you this Notice of our legal duties and privacy practices concerning your PHI, and follow the terms of this Notice currently in effect.

Right To Amend. If you think the PHI that Balance has about you is wrong or incomplete, and you cannot edit it in your user account, you have the right to ask for an amendment to your record. To request a change to your record, you must make your request in writing, state a reason supporting your request, and submit it to balancendlac@gmail.com.

Balance may also deny your request if you ask Balance to amend information that:

- Balance did not create unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the records used to make decisions about you;
- is not part of the information you are permitted to inspect and receive a copy or is accurate and complete.

Right To An Accounting of Disclosures. You have the right to get a list of the disclosures Balance has made of your PHI. This list will not include all disclosures that Balance made. For example, this list will not include disclosures that Balance made for treatment, payment or health care operations. It will not include disclosures you specifically approved. To ask for this list, send a message to balancendlac@gmail.com.

Right To Request Restrictions. You have the right to ask for a restriction or limitation on the PHI Balance uses or disclosures for treatment, payment or health care operations. You also have the right to ask for a limit on the PHI that Balance discloses with someone involved in your care or in the payment for your care. Such a person may be a family member or friend. Balance is not required to comply with your request. If Balance does agree, we will fulfill your request unless the information is needed to provide you with emergency treatment or, if otherwise, required by law. To ask for restrictions, please send an email to balancendlac@gmail.com. You must tell us:

- What information you want to limit,
- How you want us to limit the information, and
- To whom you want the limits to apply.

Right To Request Confidential Communications. You have the right to request confidential communications of your PHI or medical matters. You may request that Balance communicates with you through alternate means or at an alternate location. You must make your request in writing on a form provided to you upon request. Balance will fulfill all reasonable requests.

Right To a Paper Copy of This Notice. You may ask Balance to give you a written copy of this Notice at any time. Even if you have agreed to get this Notice electronically, you still have a right to a paper copy of this Notice.

COMPLAINTS

If you think your privacy rights have been violated, you may file a complaint with our Privacy Officer in writing at the address listed below. You may also file a complaint with the Secretary of the Department of Health and Human Services. You may file a complaint with the pharmacy or laboratory. Contact the pharmacy or laboratory directly with such a complaint. You will not be penalized for filing a complaint. You may also contact us for further information about your privacy rights by emailing us at balancendlac@gmail.com.

REFUSAL

You may refuse to execute this Authorization. However, if you refuse to sign this Authorization, you will not have access to the Balance platform.

CHANGES TO THIS POLICY

Balance may change this Policy from time to time. If we make any changes to this Policy, we will change the updated date above.

QUESTIONS

If you have any questions about this Policy, please contact us at balancendlac@gmail.com.