

## Website Terms & Privacy Policy

### **Accessing the Website means you agree to these terms.**

These Website Terms of Use and Privacy Policy ("Terms") are a legal agreement between you and EHO360, acting on behalf of itself and its subsidiaries, affiliates, and licensors, ("EHO" "we," "us," or "our"). These Terms govern your use of and access to the websites maintained by us, including but not limited to those located at the root domain of pbm.ehorx.com, and to the extent not in conflict with more specific terms provided by us to you, EHO360's Client Services portal and PBM360™ platform (collectively "Website"). These Terms apply in addition to applicable states and federal law, and these Terms should always be read in harmony with applicable laws.

These Terms tell you what rules generally apply to your use of the Website. Additionally, these Terms include a Privacy Policy that describes generally what information we collect when you access or use the Website, how we use, share and disclose such information and your rights with respect to such information. Please read these Terms and the Privacy Policy carefully.

You agree to these Terms by accessing or using the Website, and agree to provide true and accurate information related to your identity and location when interacting with the Website. If you do not agree with these Terms, do not access or use the Website. These Terms may be supplemented by additional third-party terms or licenses, additional terms provided by EHO, or additional terms between you and EHO. You acknowledge your consent to these Terms and other third party terms of use if you navigate to certain pages of our Website, or to complete some transactions.

These Terms may be revised or updated from time to time in our sole discretion. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **1. Website use.**

EHO makes the Website available to you for your lawful use and grants you a limited, revocable, nonexclusive license to access and use this Website for your personal use within the United States. You may not use the Website in a manner that impairs or harms the Website, EHO, or other users of the Website, inclusive of accessing the Website by automated tools. EHO expressly reserves all interest in all copyrightable works. No part of this Website may be reproduced except as expressly permitted by EHO.

### **2. Third-party content.**

The Website may contain content that is provided under license from third parties. Such content is licensed and maintained exclusively by third parties. EHO provides you with access to such content solely for your education and makes no representation or warranty regarding the accuracy of such content. You agree to hold EHO and third party licensors of such content harmless from any claims or harm that may result from your access to this copyrighted material.

### **3. Advanced Technologies Artificial Intelligence.**

The Website may facilitate your access to or otherwise include functions that utilize artificial intelligence and other advanced technologies ("Advanced Technologies"). By accessing the Website you acknowledge EHO's use of Advanced Technologies and that such technologies may capture,

record or generate data as part of your use of the Website or such Advanced Technologies. Advanced Technologies are not a replacement for the guidance of a licensed healthcare provider but can be a tool used by the healthcare provider in providing care. Advanced Technologies may be subject to additional information or terms. In such case, the terms specific to the Advanced Technologies govern in the event of a conflict with these Terms.

- **General Information:** The Advanced Technologies may be powered by our third-party vendors. It is designed to provide information and assistance on the Website.
- **Collection of Personal Information:** Personal Information collected through your use of the Advanced Technologies may be disclosed to third-party service providers and subject to such third-party providers privacy policies and any applicable terms.
- **AI Functionality:** The Advanced Technologies may be powered by artificial intelligence (AI). We strive to provide accurate information, but as with any AI technology there is the potential for errors or hallucinations by the technology and therefore we cannot guarantee the accuracy, completeness, or up-to-date nature of the information provided.
- **User Responsibility:** You bear sole responsibility for your interactions and reliance on the output of the Advanced Technologies. It is important to exercise caution and use your discretion while interpreting and acting upon the Advanced Technologies' responses. Neither us nor our third-party vendors can be held liable for any actions, losses, or damages resulting from the use of the Advanced Technologies.

#### **4. Disclaimer of Warranties and Limitation of Liability.**

EHO makes no representations or warranties about the suitability of any content or materials made available through the Website for any particular purpose. EHO assumes no responsibility for any loss or harm that occurs resulting from your use of the Website or information you obtain through the Website. Your use of the Website is solely at your own risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you.

THIS SITE IS PROVIDED BY EHO ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. EHO EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EHO DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED ON THE WEBSITE. EHO DOES NOT WARRANT THAT THE WEBSITE IS SECURE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EHO BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, FEES, FINES, PENALTIES, LOSS OF REVENUE OR BUSINESS OR LIABILITIES THAT RESULT FROM THE USE OF, OR INABILITY TO USE THE WEBSITE AND/OR CONTENT OR INFORMATION PROVIDED ON OR THROUGH THE WEBSITE.

BY USING OR ACCESSING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE.

IF THE FOREGOING LIMITATIONS ARE DISALLOWED, IN ANY EVENT, THE TOTAL LIABILITY FOR EHO SHALL BE \$5.00 USD.

### **5. Applicable Law and Jurisdiction.**

You agree that the Terms and any dispute arising from or relating to the Terms shall be governed and construed in accordance with the laws of the State of Texas, excluding conflict of laws rules, and that any action based on or alleging a breach of these provisions must be brought in a state or federal court located in the State of Texas. In addition, you agree to submit to the personal jurisdiction and venue of such courts.

### **6. Additional Terms.**

The Website is comprised of information provided by EHO as well as information provided in conjunction with, or solely by, third parties. In addition the Website may contain links to other websites or access to applications. As a result, in order to access some information, products, services or portion of the Websites you may be required to accept additional terms, or additional terms may be presented to or made available to you. The additional terms will supersede, modify, or supplement these Terms. To the extent that such information or website is provided by a third party, EHO assumes no responsibility for such third-party information, products or services and you acknowledge that EHO is not responsible for the accuracy or other aspects such third-party information, products or services.

#### **SaaS**

If you are accessing the Client Services portal or PBM360™ (“SaaS”) and your employer has not entered into a written agreement with EHO governing your access to the SaaS, then the following additional terms apply to you and your access to the SaaS.

- You agree to access and use the SaaS Service in accordance with all specifications, instruction manuals, user guides, data dictionaries, table schemas, technical specifications, and other information relating to such SaaS that are supplied by EHO either in paper or electronic form (either via e-mail or by posting such information to cs.ehorx.com (“Documentation”), including any and all updates to Documentation to reflect changes in the SaaS. Additionally, it is expressly acknowledged that to the extent the SaaS incorporate the intellectual property of third-party licensors, your access to the SaaS may be conditioned on your compliance with additional third-party terms as same are made available to you for review and inspection as a component of the Documentation.
- You agree that any credentials issues to you by your employer or EHO to access the SaaS Service are personal to you, should not be share or disclosed to any other person, and that you will not permit any other person to use or discover your credentials. If the security of your credentials is compromised you agree to immediately notify 360EHO by email at: support@ehorx.com.
- The SaaS and its design are trade secrets and Confidential Information of EHO. You are expressly prohibited from reverse engineering or decompiling the SaaS.
- You grant EHO the right to send SMS messages to you at the mobile number provided for purposes of multifactor authentication and otherwise communicating about and supporting the SaaS.
- You represent that you are not engaged in the development, design or marketing of a product that performs substantially similar function with the SaaS.
- You acknowledge that EHO may suspend your access to the SaaS at any time in its sole discretion (1) as EHO determines is prudent to ensure the stability, security or privacy of the

SaaS or data contained therein, or (2) to ensure use, operation and performance of the SaaS is in accordance with the Documentation. From time to time, you may be required to complete training regarding the continued use of the SaaS.

- You are responsible for obtaining, configuring and maintaining all technology necessary to access the SaaS, including, but not limited to end-point equipment and connectivity.

### **7. Copyright and Trademark Information.**

All content of this Website is the property of EHO or its licensors and is protected by copyright laws. The EHO logo is a registered trademark of EHO. The product and service names profiled herein are proprietary marks of EHO. All other brands and names are the property of their respective owners.

### **8. We will comply with the Digital Millennium Copyright Act.**

If you have any copyright concerns about materials posted on the Website, you agree to let EHO know. Pursuant to Title 17, United States Code, Section 512(C)(2), notifications of claimed copyright infringement should be sent to EHO's Designated Agent. EHO's Designated Agent is the Privacy Officer and can be contacted at the information provided in Section 9 of these Terms.

An effective notification contains the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All inquiries not compliant with the described procedure will not receive a response. For more information email [support@ehorx.com](mailto:support@ehorx.com) and include "IP Policy" in the subject line of your email.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the Digital Millennium Copyright Act.

## 9. Contact

For questions about these Terms, contact:

EHO360  
PO Box 360  
Belton, Texas 76513  
Phone: (800) 650-1817  
Email: support@ehorx.com

## Privacy Policy

**We respect your privacy. This policy explains how we collect and use personal information we collect about you through the Website (“Privacy Policy”). This policy does not apply to data that you input or access through the SaaS. Please read it carefully.** This Privacy Policy describes how EHO collects and uses personal information through this Website. The Website is intended for use solely within the United States.

### 1. PHI

To the extent personal information that includes protected health information (PHI) is maintained on the Website, our access, exchange, use, and disclosure of such PHI is done so in accordance with applicable legal and contractual requirements.

The Website may provide you access to PHI and other confidential data. EHO maintains administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of this information in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and applicable state laws.

The use and disclosure of PHI is governed by the Business Associate Agreement and service agreements between EHO and your organization, and by applicable law.

You acknowledge that:

- You may access PHI and confidential information through the Website
- You are responsible for protecting any information you access
- You will comply with your organization's policies regarding data access and handling
- Unauthorized access, use, or disclosure of PHI may result in termination of access and may be subject to civil and criminal penalties under applicable law
- You will promptly notify EHO at (800) 650-1817 or support@ehorx.com if you become aware of any security incident or potential breach involving the Website or the information accessed through them

### 2. What Information Do We Collect?

EHO automatically collects certain usage information from your device when you visit the Website. This information may include information about:

- Your device, such as which operating system or browser your device uses, and IP address
- The date and time you visited the Website
- Where your device is located
- Which page(s) on the Website you have visited
- Which page(s) on the Internet you came from

EHO also collects personal information that you voluntarily provide to us through the Website such as your name, email address, telephone number, and company name.

Much of our Website does not require any form of registration, which means you may visit the Website without telling us who you are. However, some services may require you to provide us with personal data. In these situations, if you choose to withhold any personal data requested by us, you may not be able to gain access to certain parts of the Website, or we may not be able to respond to your query.

### **3. What Do We Do With The Information?**

We use or disclose the information to:

- Provide you and/or your employer with goods, services and access to information
- Make our Website operate better
- Operate our business
- Comply with law
- For information gathered through a research survey:
  - We use information for quality improvement purposes, including to improve information and services offered through the Website.
  - If you provide feedback, you may be individually contacted for follow-up due to concerns raised during the course of such evaluation.
  - Demographic information and web log data may be stored for future research and evaluation.

### **4. What About Cookies, Other Information, and Websites?**

The Website uses cookies and similar technologies to enable core functionality, analyze site usage, and improve your experience. A "cookie" is a small set of computer data that allows us to maintain records of the activities of users visiting the Website and/or our networks. Cookies may be used to

improve security and function of the Website as well as to customize the delivery of content based on your usage patterns, interests, or location. The cookies do not identify users by name however they may identify the IP address of the device you are using.

We also use third-party services provided by Google, including tag management and font delivery, which may collect Usage Information such as your IP address.

Information collected through these services is governed by Google's Privacy Policy (<https://policies.google.com/privacy>). You can learn more about how Google uses information at <https://policies.google.com/technologies/partner-sites>.

Most browsers allow you to control cookies through their settings, including blocking or deleting them. You may also opt out of certain Google services using Google's opt-out tools at <https://tools.google.com/dlpage/gaoptout>.. Note that disabling cookies may affect the functionality of our Website.

## **5. With Whom Do We Share Personal Information?**

*Our Service Providers.* We may share your personal information with companies (including our affiliates) that perform services on our behalf. Our service providers are required by contract to protect the confidentiality of the personal information we share with them and to use it only as permitted in our agreement with such service provider.

*Government and Legal Disclosures.* We may disclose the personal information we collect through the Website, when we, in good faith, believe disclosure is appropriate to comply with law (or a court order or subpoena); to prevent or investigate a possible crime, such as fraud or identity theft; to enforce the Terms or other agreements with you; or to protect the rights, property or safety of EHO, our users, or others.

## **6. What About Third Party Sites or Applications?**

In accessing our Website you may access portions which contain functions or content licensed by third parties. How such third parties collect, use and share personal information that they collect about you or that you provide to them is solely governed by such third party and any applicable license terms, terms of use or privacy policy. We are not responsible for the content or privacy practices of external internet sites or applications and recommend that you read the privacy policy of external sites and applications before disclosing any personal information.

## **7. Security**

While we do our best to protect your personal information, we cannot guarantee the security of any information that you transmit to us and you are solely responsible for maintaining the secrecy of any passwords or other account information.

## **9. Account Security and Multi-Factor Authentication**

EHO360 uses Multi-Factor Authentication (MFA) to enhance account security. MFA requires you to provide two or more forms of verification, such as a password and a code sent to your phone, making it more difficult for unauthorized users to access your account.

At login, you may select your preferred MFA method, including SMS or an authenticator app. You can change your preferred method at any time during the login process.

By using the Website, you consent to receive MFA codes via SMS if you select that verification method. You may choose to have the system remember your device for up to seven days, reducing the frequency of verification prompts. You will receive one message per login attempt when verification is required. Message and data rates may apply. Carriers are not responsible for delayed or undelivered messages.

For issues with MFA or messaging, contact EHO at (800) 650-1817.

## **10. Your State Privacy Rights**

Depending on where you live, you may have some or all of the rights listed below in relation to your personal information. For example, if you live in, among other states, California, Colorado, Connecticut, Delaware, Florida, Iowa, Montana, Nebraska, Nevada, New Hampshire, New Jersey, Oregon, Tennessee, Texas, Utah, or Virginia, your state has a law in effect to provide its residents with specific rights regarding their personal information. However, these rights are not absolute, may apply only in certain circumstances and, in certain cases, we may decline your request as permitted by law.

Additionally, some states may provide you with a right to Opt-out of the sale or sharing of personal information about you to third parties. We do not collect personal data for the purpose of sale or sharing.

- **Right to Access / Know:** You may have a right to request access to personal information that we hold about you, including details relating to the ways in which we use and share your information.
- **Right to Delete:** You may have a right to request that we delete personal information we maintain about you.
- **Right to Correct:** You may have a right to request that we correct inaccurate personal information we maintain about you.
- **Right of Portability:** You may have a right to receive a copy of the personal information we hold about you and to request that we transfer it to a third party, in certain circumstances and with certain exceptions.
- **Restriction of Processing:** You may have the right to ask us to stop or restrict our processing of personal information.
- **Withdrawal of Consent:** Where we rely on consent to process your personal information, you may have the right to withdraw this consent.
- **Appeal:** You may have a right to appeal our decision if we decline to process your request. You can do so by replying directly to our denial.

- **Managing Communication Preferences:** We may send you promotional emails, and you may opt out of receiving these at any time by using the unsubscribe option displayed in our emails to you. If you opt out, we may still send you non-promotional emails, such as those about your account or orders that you have made.
- **Nondiscrimination:** We will not discriminate or retaliate against you for exercising any of the rights listed above.

*How to Exercise Your Rights.* If you would like to exercise any of your rights described in this Privacy Policy, you may email us the information provided in Section 11 of this Privacy Policy.

- To exercise your opt-out rights, please email the address above with the subject line: "Opt-Out Rights".
- To designate an agent to exercise your rights on your behalf or, if you are a guardian or conservator, to exercise rights on behalf of another, please use the above contact methods.
- If you choose to contact us directly by any of the methods listed above, you will need to provide us with:
  - Enough information to identify you;
  - Proof of your identity and address (e.g., a copy of your driving license or passport and a recent utility or credit card bill); and
  - A description of what right you want to exercise and the information to which your request relates.
- If we cannot verify that the person making the request is the person about whom we have collected information or is someone authorized to act on such person's behalf, then we are not obligation to provide information.
- Any personal information we collect from you to verify your identity in connection with your request will be used solely for the purposes of verification.

*Responding to Requests.* We endeavor to substantively respond to a verifiable request within forty-five (45) days of its receipt. If reasonably necessary, depending on the type and complexity of the request, we may extend the response time for another forty-five (45) days, so as long as we notify you within the first forty-five (45) day period.

- If we decline to take action regarding your request, we will endeavor to notify you within forty-five (45) days of our receipt of the request. When we do so we will provide a justification for not taking action and provide information on whether there is an appeal process and how to initiate such process.

- You can request information free of charge twice per year. Depending on your state of residence, any subsequent requests within a twelve (12) month period may result in a reasonable fee not to exceed the actual cost of providing a copy, printout, or photograph of the record in a format other than a standard page.

## **11. Contact Information**

For questions about this Privacy Policy, contact:

EHO360

PO Box 360

Belton, Texas 76513

Phone: (800) 650-1817

Email: [support@ehorx.com](mailto:support@ehorx.com)