

PRIVACY POLICY

Last Updated: *February 1, 2021*

This Privacy Policy (this “Policy”) describes the information that Navvisa, Inc (“Navvisa”, “we”, “our,” or “us”) may gather from you on or through our website (<https://www.navvisa.com>) (the “Site”), mobile application (the “App”), and activities offline in connection with the App or Site, such as invoicing or communicating with employers, group health plans, or health plan providers (together with the Site and the App, the “Service”); how we use and disclose such information; and the steps we take to protect such information.

By accessing or using the Service, you agree that you have read, understood and agree to our privacy practices described in this Policy and the Navvisa Terms of Service (the “Terms”). This Policy is incorporated by reference into the Terms.

IF YOU ARE A PATIENT USING THE SERVICE, YOU ALSO ACKNOWLEDGE AND AGREE TO THE “SPECIAL TERMS FOR PATIENTS” IDENTIFIED IN SECTION 10 BELOW.

1. Information we collect

- User-provided Information. When you use the Service, you may provide and we may collect what is generally called “personally identifiable information,” or “personal information,” which is information that specifically identifies an individual. You may provide us with personal information of various types and in various ways on the Service, including when you register for an account, use the Service, post or share content, make a purchase on the Service, interact with other users of the Service through communication or messaging features, send us customer service-related requests, or otherwise communicate with us.

When you request information on the site we may collect your name, email address, phone number, date of birth and information about what interests you about our Service. We may also collect additional information when you continue to use the Service, including your mailing address, a username, and password and other information that may identify you, such as, gender, age, geographic area, preferences, payment information (such as your payment card number, expiration date, and billing address), and insurance information. We may also receive health information from you or on your behalf such as information or records relating to your medical or health history, health status and laboratory testing results, diagnostic images, and other health-related information.

- Cookies Information. When you use the Service, we, and our third-party partners, may send one or more cookies – small text files containing a string of alphanumeric characters – to your device. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to the Service. Please review your web browser “Help” file to learn the proper way to modify your cookie settings. Please note that if you delete, or choose not to accept, cookies from the Service, you may not be able to utilize the features of the Service to their fullest potential.

- Automatically Collected Information. When you use the Service, read our emails, or otherwise engage with us, we, and our third-party partners, may automatically collect certain information from your device by using various types of tracking technology, including “clear gifs” or “web beacons.” This “automatically collected” information may include your IP address or other device address or identifier, web browser and/or device type, the URL of web pages or sites that you visit just before or just after you use the Service, the pages or other content you view or otherwise interact with on the Service, and the dates and times that you visit, access, or use the Service, and your language preferences. When you access our Service from a mobile device, we may collect unique identification numbers associated with your device or our mobile application (including, for example, a UDID, Unique ID for Advertisers (“IDFA”), Google AdID, or Windows Advertising ID), mobile carrier, device type, model and manufacturer, mobile device operating system brand and model, phone number, and, depending on your mobile device settings, your geographical location data, including GPS coordinates (e.g., latitude and/or longitude) or similar information regarding the location of your mobile device, or we may be able to approximate a device’s location by analyzing other information, like an IP address.
- Analytics Information We and our third-party service providers may obtain information regarding your location or the location of your device through which you access our Service. Information regarding your location may be obtained directly from you when you provide us with information as part of the registration process. In addition, we may use Google Analytics, a web analytics tool that helps operators (like Navvisa) understand how users (like you) engage with their applications. Google Analytics uses cookies to track your interactions with our Service and to collect information about how you use the Service. We then use the information to compile reports that help us improve the Service. Google Analytics collects, processes and creates reports about website trends without identifying individual users. For more information regarding Google Analytics visit “How Google uses data when you use our partners' sites or apps” located at www.google.com/policies/privacy/partners. We may also work with third-party partners to employ technologies, including the application of statistical modeling tools, which permit us to recognize and contact you across multiple devices.

2. How we use your information

We use information we collect on the Service in a variety of ways in providing the Service and operating our business, including the following:

- We may use the information that we collect on or through the Service to operate, maintain, enhance and provide all features of the Service; (ii) to provide services and information that you request; (iii) to respond to comments and questions and communicate with you about the Service; (iv) to verify your identity;

- To send communications, including updates on promotions and events, relating to products and services offered by us, by the Providers, and by third parties we work with. Generally, you have the ability to opt-out of receiving any promotional communications as described below under “Your Choices.”
- We may use “cookies information” and “automatically collected” information we collect on the Service to (i) personalize our services, such as remembering your information so that you will not have to reenter it during your visit or the next time you visit the Service; (ii) provide customized advertisements, content, and information; (iii) monitor and analyze the effectiveness of the Service and third-party marketing activities; (iv) monitor aggregate site usage metrics such as total number of visitors and pages viewed; and (v) track your entries, submissions, and status in any promotions or other activities on the Service.
- We may access or store your information if it is necessary to detect, prevent or address fraud and other illegal activity or to protect the safety, property or rights of Navvisa or others.
- We may use information regarding your location or the location of your device through which you access the Service for a number of purposes, including without limitation to confirm you are located in a jurisdiction in which the Service is offered and to identify an appropriate Provider.

3. When we disclose your information

Except as described in this Policy, we will not disclose your information that we collect on the Service to third parties without your consent. We may disclose information to third parties if you consent to us doing so, as well as in the following circumstances:

- **Care Providers.** We may disclose your information to Providers for treatment, or payment processing or operational purposes;
- **Service Providers.** We work with third-party service providers who provide website, payment, application development, hosting, maintenance, analytics, identifying and serving targeted advertisements and other services for us, including, by way of example, Stripe and Google Analytics. These third parties may have access to or process your information as part of providing those services for us. Generally, we limit the information provided to these service providers to that which is reasonably necessary for them to
- **Legal.** We may disclose your information if required to do so by law or in the good-faith belief that such action is necessary to comply with state and federal laws (such as U.S. copyright law), in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies;

- **Business Transfers.** Information about our users, including personal information, may be disclosed and otherwise transferred to an acquirer, or successor or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets; and
- **Safety and Other Purposes.** We may disclose your personal information as permitted or required by law where in good faith, is appropriate or necessary to (i) protect you or other from harm and protect safety or the rights property or safety of others; (ii) protect ourselves or others from fraudulent, abusive, or unlawful uses or activity; (iii) investigate and defend ourselves against any third-party claims or allegations; (iv) protect the security or integrity of the Service and any facilities or equipment used to make the Service available; or (v) protect our property or other legal rights (including, but not limited to, enforcement of our agreements and Terms);
- We may de-identify your information and disclose such de-identified information for any business or other purpose not prohibited by applicable law.

4. Data Security

We have implemented physical, technical, and administrative measures in an effort to protect the integrity and security of personal information that we collect and maintain. We cannot, however, ensure or warrant the security of any information you transmit to us or store on the Service, and you do so at your own risk. We also cannot guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or administrative measures.

As part of providing you the Service, we may need to provide you with certain communications (via in app message, text and email), such as service announcements and administrative messages. These communications are considered part of the Service and may occur via emails, text messages or in app messages. You acknowledge that you are aware that email and text messages are not secure methods of communication and that your communication with us is not encrypted, and that you agree to the risks including the risk that the information contained within emails or texts could be read by a third party.

5. Your Choices

We provide you with choices on how we may contact you and the marketing and advertising information you are interested in. You may decline to share certain personal information with us, in which case we may not be able to provide to you some of the features and functionality of the Service.

Notices. You may ask us to contact you at a specific phone number or to send mail or notices to a specific mailing address or email address. If you receive commercial email from us, you may unsubscribe at any time by following the instructions contained within the email. You may

also opt out from receiving commercial email from us, and any other promotional communications that we may send to you from time to time, by sending your request to us by email at privacy@navvisa.com or by writing to us at the address given at the end of this Policy.

Marketing. We give choices regarding our use and disclosure of your personal information for advertising and marketing purposes. You may access or update your contact details and modify your communication preferences by using one of the methods provided under the “Contact Us” section below. Please also note that if you choose not to receive marketing communications from us, we may still send you communications related to the Services you use, such as information about a security update, billing issue or product delivery.

Cookies. Most browsers allow you to adjust your browser settings to (i) notify you when you receive a cookie, which lets you choose whether or not to accept it; (ii) disable existing cookies; or (iii) set your browser to automatically reject cookies.

6. Your Rights

You have the right to review, amend, or correct the Personal Information held in our database. Subject to certain exceptions, you have the following rights:

- to request a copy of your Personal Information
- to have us correct or amend any inaccurate Personal Information
- to request that we erase Personal Information that we process about you
- to request that we restrict our processing of your Personal Information
- to object to the processing of your Personal Information
- to send us a complaint regarding our handling of your Personal information

You may request that we remove your name or comments from our Service or publicly displayed content or request that we delete your information or correct any inaccuracies.

To exercise these rights please contact us by sending an email to privacy@navvisa.com with a clear description of your request. We will respond to try to comply with your request as soon as reasonably practicable and always under the timeframes set forth by applicable laws.

7. Link to Third-Party Services

The Service may contain features or links to Web sites and services provided by third parties, and the Service may allow you to display, use or make available content, data, information, applications or materials from third parties. Any information you provide on third-party sites or services is provided directly to the operators of such services and is subject to those operators’ policies, if any, governing privacy and security, even if accessed through the Service. We are

not responsible for the content or privacy and security practices and policies of third-party sites or services to which links or access are provided through the Service. We encourage you to learn about third parties' privacy and security policies before providing them with information.

8. Children's Privacy

Protecting the privacy of young children is especially important. Our Service is not directed to children under the age of 13, and we do not knowingly collect personal information from children under the age of 13 without obtaining parental consent.

9. Do Not Track Signals

We do not track our users over time and across third-party websites to provide targeted advertising and do not specifically respond to Do Not Track ("DNT") signals. However, some third-party websites do keep track of your browsing activities, including across other websites on the Internet, which enables these websites to tailor what they present to you. If you are visiting such websites, your browser may allow you to set a DNT signal on your browser so that third parties know you do not want to be tracked.

10. Special Terms for Patients

In order to provide our Service we may communicate with your healthcare provider, insurance provider, family members, friends and caregivers who participate in your care. As part of receiving our service, some of the information you submit, that is created, or received through your use of the Service may constitute "protected health information" ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA").

By using this service, we may ask you to complete an AUTHORIZATION TO USE AND DISCLOSE HEALTH INFORMATION to allow Navissa to communicate with your healthcare, insurance, provider. You may provide us or have others provide us on your behalf, either via a request for information form or otherwise, with your health information such as information or records relating to your medical or health history, health status and laboratory testing results, diagnostic images, and other health-related information.

PHI does not include information that has been de-identified in accordance with HIPAA. Even though Navissa is not a "covered entity" as defined by HIPAA, Provider and/or a Provider Group or Group Health Plan may be a "covered entity" and therefore a Provider, Provider Group and/or Navissa may be subject to certain requirements under HIPAA.

Navissa may be a "business associate" of Provider Group, a Provider, or a Group Health Plan under HIPAA, and as a result, as and to the extent Navissa is in fact a "business associate" of under HIPAA, Navissa use and disclosure of PHI will be limited as and to the extent required by HIPAA, which may include, for example, providing you with certain communications via emails,

text messages or in app messages that contain PHI, such as appointment reminders, encouragement, and advice. You may also request we update, correct, or delete your PHI by contacting us at privacy@navvisa.com; provided however, that we may retain any PHI that we are required to maintain in accordance with HIPAA. Any information that does not constitute PHI may be used or disclosed in any manner permitted under this Policy.

Navvisa may invite you to participate in IRB-approved research studies performed. This research may be sponsored by, on behalf of, or in collaboration with third parties, such as academic institutions, nonprofit organizations, and pharmaceutical companies. If you agree to participate in such a study, we will use the information we receive for the purposes of the study and share it with study sponsors and collaborators. To participate in such a study, you will need to agree to an IRB-approved consent form that Navvisa provides to you.

11. Changes and Updates

Navvisa may update this policy from time to time. Please revisit this page periodically to stay aware of any changes to this Policy, which we may update from time to time. If we modify this Policy, we will make it available through the Service, and indicate the date of the latest revision.

In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change. For example, we may send a message to your email address, if we have one on file, or generate a pop-up or similar notification when you access the Service for the first time after such material changes are made. Your continued use of the Service after the revised Policy has become effective indicates that you have read, understood and agreed to the current version of this Policy.

12. Contact Information

Please contact us with any questions or comments about this Policy, your personal information, our use and disclosure practices, or your consent choices at privacy@navvisa.com