

## Privacy Policy

Effective Date: July 2, 2021

Redi.Health Solutions Inc. dba Redi.health, a Delaware corporation, “Redi.health”, the “Company”, “our” “use,” and/or “we”) respects the privacy of users (“User” or “you”) of its mobile-application, known as “Redi.health” (the “App”) and is committed to protecting your Personal Data (defined below). We believe that you have a right to know our practices regarding the data we may collect, use, and disclose about you when you use our App. Please read the following carefully to understand our views and practices regarding your Personal Data and regarding how we treat it. This Privacy Policy, along with our terms of service (the “Terms”) constitute and an agreement between you and us while you are accessing and using our App and/or the Services (defined below) and should be read carefully. Please be advised that the practices described in this Privacy Policy apply to the information gather through our App and/or the Services, information that you submit to us, and to Personal Data (defined below) we may collect from third parties.

In summary, when using the App, we may collect some Personal Data, in order to provide you with the Services and to show value to the representatives of pharmaceutical manufacturers, medical insurance companies, hub companies, pharmaceutical services providers, hospitals (including nurses), or another medical institutes (collectively, “Medical Providers and Partners”) who may provide some of the Services. If you used one of our Medical Providers and Partners, we may share Personal Data with them. We also allow you to interact with Medical Providers and Partners within the App, where in such case Personal Data will be shared with such users.

BY ACCESSING OR USING ANY PART OF THE APP, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THIS PRIVACY POLICY, WHICH DESCRIBES HOW WE COLLECT, USE AND DISCLOSE YOUR DATA AND THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY OUR PRIVACY POLICY AND OUR TERMS OF USE, WHICH CONTAINS AN ARBITRATION AGREEMENT, LIABILITY LIMITATIONS, AND A CLASS ACTION WAIVER ALL OF WHICH ARE INCORPORATED INTO THIS PRIVACY POLICY, AND YOU CONSENT TO THE TERMS. IF YOU DO NOT AGREE TO BE SO BOUND, YOU MAY NOT ACCESS OR USE THE APP OR ANY OF OUR SERVICES.

### **About this Privacy Policy**

This Privacy Policy applies when you use our App and describes our practices on the collection, use and disclosure of data collected from you and other data subjects. This Privacy Policy explains our online information practices and the choices you can make about the way your Personal Data is collected and used in connection with our App.

Additionally, we maintain a website serving as an informative marketing tool. This website is governed by its own applicable privacy policy and is not subject to this Privacy Policy.

### **Eligibility**

The App contains information about products that are approved and cleared for use in the United States, including Puerto Rico. The App is limited to users residing in the United States of America, including Puerto Rico. If you reside outside of the United States of America, please do not use the App.

## **Who Are We**

Redi.health is a company organized under the laws of Ohio, USA, with offices at 349 Siebert Street, Columbus, Ohio, United States. Individuals wishing to contact us about data protection issues may do so by emailing us at [privacy@Redi.health](mailto:privacy@Redi.health) or by writing to us at Privacy Officer, 349 Siebert Street, Columbus, Ohio 43206.

## **What Data Do We Collect About You and How Do We Collect It?**

1. We collect several types of Personal Data:

a. Non-Personally Identifiable Data. The first type is non-personally-identifiable data and statistical information. Non-personally identifiable data that is being gathered is comprised of technical information and behavioral information that does not pertain to a specific individual, such as a sponsor code that was given to you from a pharmaceutical manufacturer to allow you to input information into the App, information from integrated fitness wearables, responses to in-App questions, and other information] (“Non-Personal Data.”).

b. Technical Data That Might Be De-Anonymized. Technical information, such as the type and version of your device and its operating system, the type of browser, screen resolution, keyboard language, Wi-Fi connectivity and the type and name of your device and/or browser, your mobile operator service provider, etc., is collected and retained according to this Privacy Policy. Additional information that may include your click-stream on the App, your activities on the App including time spent on various screens of the App and additional information of a similar nature. While it is not specifically personally identifiable, it may be reverse-engineered to be identifiable and therefore is considered Personal Data.

c. Personal Data. The other type of data we collect is individually identifiable data. To put it simply, this data identifies an individual or is of a private and/or sensitive nature, such as your contact information, including: demographic information; name, physical address, email address; health information such as symptoms, medications, conditions, allergies, and medication adherence information (collectively, “Personal Data”).

2. Personal Data that is provided by you voluntarily:

a. Communications with Redi.health. We may ask you to provide Personal Data in order to provide you with the services in connection with our App. Personal Data may be provide to us as part of any communications you have with us, by any means, including by approaching our customer services, or approaching us in order to receive technical support, including by phone (such information may include marketing and communication data that includes your preferences in receiving marketing from us and your communication preferences). We may

record such calls for quality assurance purposes and in order to improve our services and, if we do, we will provide you such notice at the time of the call.

We also periodically supplement the Personal Data we collect from you by obtaining personal or non-personal information about you or another person from other businesses, business partners, contractors, and other third parties (including, without limitation, Medical Providers and Partners).

b. Contact and Registration Details. Some Personal Data is collected from the details you provide us as part of the registration process to the App (the “Contact Form”), which includes your first and last name, email address, mobile telephone number, medical condition, and your relation to the patient (if you are not yourself the patient). Additional data may be requested in the future. You may, at your sole discretion, provide us with any of the following additional Personal Data: year of birth, gender, location and a profile photo.

c. User Generated Content. Personal Data may also be collected from various kinds of content, information and materials that you may upload, publish and/or share with others within the App, such as in the emails, chats, photos, documents, any information input into the App, etc. (the “User Generated Content”).

d. Data Provided in the Medical and Insurance Related Forms. Personal Data may also be included in the medical and insurance related forms you may fill out from within the App.

e. Feedback and Support. You can contact us and provide us with feedback relating to the App either through the App or via email. Once your feedback is received by us, our representative may contact you for further communication.

f. Personal Health Information. Personal information concerning your medical condition, including medications, allergies, symptoms, and medication adherence information (“Personal Health Information” or “PHI”) may be provided to us by you, whether upon opening an Account, sending us feedback, uploading or submitting User Generated Content, or otherwise. Please see our Personal Health Information Section below for more information.

## 2. Personal Data collected via technology:

a. Approximate Location. While using the App, we will collect, process, monitor and/or remotely store your IP address, which allows us to determine your approximate location (“Geolocation”) using a third-party service provider.

b. Device Location. In case you permit the App to use Location Services on your device, we will collect, process and/or remotely store your location information as reported by the device’s GPS sensor. You are able to stop this information collection at any time by disabling location access to the App in your device settings.

c. Personalization. Your Device Location or Geolocation may be used to personalize your experience and services provided to you via the App.

d. **Cookies.** Cookies are small text files that are stored on your computer or device when you visit certain online pages that record your preferences. We use cookies to track the use of our App and services. We may also use cookies to monitor traffic, improve the App, make the App easier and/or relevant for your use, and improve the performance of our advertising on other websites. You can opt-out of accepting cookies by adjusting your browser settings to not accept cookies or to notify you when you are sent a cookie. However, certain features of our App or other services may not work if you delete or disable cookies.

e. **Web Beacons.** Some pages of our App and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email, and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

### **What Are The Purposes Of The Collection And Processing Of Data?**

We collect and use the information we collect information about you in the categories set forth above to:

- Enhance your experience in the App;
- Create statistical information and learn about the preferences of Users and general trends on the App (e.g. understand which features are more popular than others);
- Assist us in keep the App safe and secure, and prevent fraud;
- Improve, develop, upgrade the App and our services; and
- Ensure that content on the App is presented in an optimal way for you and for your device (e.g. tablet, mobile phone, etc.).Provide you with the services;
- Provide summaries and trending back to users (adherence overtime exercise overtime, etc.);
- Enable the operation of the App and administer your Account;
- Feed out web scrapping algorithm that curates information applicable to you;
- Connect you with various sources, such as pharmaceutical manufacturers, support groups, etc.;
- Create aggregated patient profile reports for internal use and for our pharmaceutical sponsors;
- Crete de-identified user-level reports for internal use and for use by our pharmaceutical sponsors;
- Respond to your inquiry;
- Provide the full functionality of the App with the main purpose of providing you with tailored, personalized and relevant information, services and resources related to a medical condition, and/or a particular treatment;
- Allow you to interact with Medical Providers and Partners within the App;
- Contact you by email or via the App with proposals and tailored information regarding new products, offers, services, features, enhancements, upgrade opportunities, etc. (you may always request to opt-out from these types of messages);

- Contact you by email or via the App with proposals and tailored information regarding your input health information or integrated fitness information;
- Report out metrics and insights to current and/or potential Medical Providers and Partners;
- Respond to your technical support requests or other questions concerning the App;
- Send notifications (whether general or User-specific) to your device after you have agreed to accept push notifications from us. You can deactivate the push-notifications at any time by changing the notification settings within the App or in your device settings;
- Verify your identity when you sign in to the Account in the App, as well as verifying your identity for the purpose of dealing with inappropriate interactions and/or fraudulent use of our App;
- Determine general geo-location information (i.e., state) from which your device is connected to the Internet and GPS information of your device in order for us to show you geographically relevant content, show you other Users nearby, and offer places of interest and/or services in your vicinity;
- Share User Generated Content in the App's posts, messages, and forums with other Users upon your request;
- Add your contact details to our mailing list for the purposes of sending you information, status updates relevant to your treatment (when applicable), updates about our developments of our products and services, new offerings, research or news by email, SMS, phone, through web-browser notification or through the post. You have the right to opt-out of marketing messages at any time by following the instructions in any such message or by contacting us at: [privacy@redi.health](mailto:privacy@redi.health);
- Enable us to contact you for the purpose of providing you with technical assistance and in order to provide the Services;
- Provide you with updates, notices, announcements, and additional information related to us, including with respect to changes made to our App's Terms and Privacy Policy;
- Conduct internal operations, including troubleshooting, data analysis, testing, research and statistical purposes;
- Assist us in keeping the App safe and secure and for prevention of fraud and crime;
- As part of any merger, acquisition, debt financing, sale of company assets, or other business transaction;
- As part of aggregated, anonymous information to our advertisers, business partners, and other third parties that includes or is based on information about you. We take technical and organizational measures to anonymize your information and to combine it with other users' information, so that it does not directly identify you.
- Comply with our legal obligations and in order to be able to protect our rights and legitimate interests;
- Maintain our data processing records and general administrative purposes; and

- Email tracking - we may use tracking technology within the email we may send you in order to improve interactions with you and to better understand whether our emails were opened and read, and such tracking may include capturing the time and date in which you opened our email messages and the type of device you use to open such emails.

## **Your Personal Health Information**

Your Personal Health Information will only be used and/or disclosed for the following purposes:

a. Disclosures for Treatment, Payment, or Healthcare Operations. We use PHI to provide you with the information and services and to provide services to Medical Providers and Partners pursuant to our agreements with them. Your Personal Health Information may be used and disclosed to your provider and others that are involved in your care and treatment to provide health care services to you, to pay your health care bills, to support the operation of the practice, and any other use required by law.

(i) Treatment: Your PHI may be used or disclosed to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party.

(ii) Payment: Your PHI will be used, as needed, to obtain payment for health care services.

(iii) Healthcare Operations: Your PHI may be used or disclosed, as needed, to support the business activities of us, the Medical Providers and Partners, or your provider's practice. These activities include, but are not limited to, quality assessment activities, employee review activities, and conducting or arranging for other business activities.

b. Your PHI may be used or disclosed, as needed, in the following situations:

(i) Emergency treatment.

(ii) We may disclose your PHI for law enforcement purposes and as required by state or federal law.

(iii) To comply with an order in a legal or administrative proceeding, or in response to a subpoena discovery request or other lawful process, but only if efforts have been made, by us or the requesting party, to contact you about the request or to obtain an order from a court or administrative body to protect the requested PHI.

(iv) If it is necessary to avoid a serious threat to the health and safety of you or the public.

(v) To public health or other authorities charged with preventing or controlling disease, injury or disability, or charged with collecting public health data.

(vi) To a health oversight agency, such as Health and Human Service (HHS) for activities authorized by law. These activities include audits; civil, administrative or criminal investigations or proceedings; inspections; licensure or disciplinary actions; or other activities necessary for oversight of the health care system, government programs and compliance with civil rights laws.

(vii) To comply with laws relating to workers' compensation or other similar programs.

(viii) If you are active military or a veteran, we may disclose your PHI as required by military command authorities. We may also be required to disclose PHI to authorized federal officials for the conduct of intelligence or other national security activities.

(ix) To coroners, or medical examiners for the purposes of identifying a deceased person or determining the cause of death, and to funeral directors as necessary to carry out their duties.

(x) As otherwise authorized by you.

(xi) To comply with any applicable laws.

### **How We Share Your Information**

We respect your privacy and do not will not rent or sell your Personal Data to any third party in an identifiable way.

If you used one of our Medical Providers and Partners to register or currently use their products or services, then we share such data with them.

In addition to using the Personal Data collected by us for the purposes described above, we may also share your Personal Data in the following cases:

a. Our Personnel: Personal Data that we collect and process may be transferred to or accessed by our personnel for the sole purpose of enabling the operation of the App and to contact you, as detailed above. Please note that all our personnel that have access to your Personal Data are under an obligation of strict confidentiality with respect to such Personal Data.

b. Service Providers: we share Personal Data with our service providers, including our subsidiary company(ies), commercial software providers, consultants, and data processors who perform services on our behalf, including without limitation, companies that provide analysis, messaging services.

c. Medical Providers and Partners: The App serves, among other things, as a platform that eases your communications with the applicable Medical Providers and Partners. If you are

referred to us by one or more Medical Providers and Partners, your Personal Data may be shared with such Medical Providers and Partners.

In addition, we may share Personal Data in the following cases: (a) to satisfy any applicable legitimate and binding law, regulation, legal process, subpoena or governmental request; (b) to enforce this Privacy Policy or any other agreement or terms of service between you and ourselves, and to defend against any claims or demands asserted against us by you or on your behalf; (c) to detect, prevent, or otherwise address fraud, security or technical issues; (d) to protect rights, property, or personal safety, of ourselves, our Users or the general public; (e) when we are undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of our assets (while such acquired company or investor may be located in countries outside of your jurisdiction); and (f) pursuant to your explicit approval prior to the disclosure.

## **FOR CLIENTS RESIDING IN CALIFORNIA ONLY**

### **Shine the Light Law**

Pursuant to Section 1798.83-.84 of the California Civil Code, residents of California have the right to request from a business, with whom the California resident has an established business relationship, what types of personal information, if any, the business shares with third parties for direct marketing purposes by such third party and the identities of the third parties with whom the business has shared such information in the immediately preceding calendar year. To access this information, please contact us by emailing [privacy@Redi.health](mailto:privacy@Redi.health) with "CA Shine the Light Privacy Requests" in the subject line. Please note that, under the law, we are not required to respond to your request more than once in a calendar year, nor are we required to respond to any requests that are not sent to the above-designated email.

### **Do Not Track**

As discussed above, some information about you we obtain automatically through technological means and we may tie this information to Personal Data about you that you provide to us or that we collect from other sources. "Do Not Track Signals" is setting that allows you to opt-out of automatic collection of information about you. At this time, we do not respond to "Do Not Track" requests.

### **Location of Your Data**

Please note that we collect, hold and manage your Personal Data through a third party's cloud-based services, as reasonable for business purposes, which may be located in countries outside of your jurisdiction.

The Personal Data collected from you, as detailed in this Privacy Policy, may be transferred to, and stored at, servers that may be located in countries outside of your jurisdiction and in a country that is not considered to offer an adequate level of protection under your local laws. It



may also be processed by us and our suppliers, service providers or partners' staff operating outside your country.

We are committed to protecting your Personal Data and will take appropriate steps to ensure that your Personal Data is processed and stored securely and in accordance with applicable privacy laws, as detailed in this Privacy Policy. Such steps include putting in place data transfer agreements or ensuring our third-party service providers comply with our data transfer protection measures.

We will ensure the confidentiality, integrity and availability of your Personal Data by transferring your Personal Data only to (i) countries approved by the European Commission as having adequate data protection laws; (ii) entities that executed standard contracts that have been approved by the European Commission and which provide an adequate level of high-quality protection, with the recipients of your Personal Data; and (iii) transferring your Personal Data to organizations that are Privacy Shield Scheme certified, as approved by the European Commission.

By submitting your Personal Data through the App, you acknowledge, and agree, in jurisdiction where such consent is required, to such transfer, storing and/or processing of Personal Data.

### **Minors**

The App is intended for Users over the age of Eighteen (18). Therefore, we do not intend and do not knowingly collect directly Personal Data from children under the age of Eighteen (18) and do not wish to do so. We reserve the right to request proof of age at any stage so that we can verify that minors under the age of Eighteen (18) are not using the App. If we learn that we collected Personal Data from minors under the age of Eighteen (18) we will delete that data as quickly as possible. If you have reasons to suspect that Redi.health collected Personal Data from minors under the age of Eighteen (18), please notify us at [privacy@Redi.health](mailto:privacy@Redi.health), and we will delete that Personal Data as quickly as possible.

### **Third-Party Service Providers and Third-Party Software**

While using the App we may be using third-party service providers, who may collect, store and/or process your Personal Data, as detailed in this Privacy Policy.

Note that we collect, hold and/or manage your Personal Data through our authorized third parties whom are vendors of certain products or services (such as hosting cloud services) (including, as applicable, their affiliates) solely and limited to providing us with such requested services, and not for any other purposes.

### **Third Party Portions and Links**

This Privacy Policy only applies to information collected by this App. The App may contain certain links referring you to third party sites and services. Most of such linked sites and services provide legal documents, including terms of use and privacy policies governing the use thereof,

we recommend examining these documents carefully. When you click on links that take you to external websites, you will be subject to the terms and policies of those sites and not ours.

As further detailed in the Terms, the App consists of two Zones, the Redi Zone, managed and operated by the Company (the “Redi Zone”) and the Sponsored Zones, which are requested by the Medical Providers and Partners (i.e. the Company’s customers, such as Hub and Pharmaceutical companies) (the “Sponsored Zone(s)”).

Each Sponsored Zone is subject to the Terms and Privacy Policy of the applicable Medical Providers and Partners, while in certain cases Personal Data collected from your usage and activities within the Sponsored Zone may be available also to the applicable Medical Providers and Partners that wishes to learn, adapt and respond to your individual health needs and medical circumstances.

In order to enter a Sponsored Zone, you will be required to approve the Terms and Privacy Policy applicable to the Sponsored Zone. It is always advisable to read such terms carefully before approving them and entering the Sponsored Zone in order to know what kind of data about you is being collected.

## **Security**

We take appropriate measures to maintain the security and integrity of our App and prevent unauthorized access to it or use thereof through generally accepted industry standard technologies and internal procedures.

Your Personal Data is hosted on our servers, a backup copy of such information is stored in an encrypted manner on the Amazon Web Services (AWS) servers, and both servers provide advanced strict security standards (both physical and logical).

Some of the security measures that we employ include, without limitation: highly secure services design and implementation using state of the art encryption mechanisms and architecture, restriction of access to your Personal Data to individuals who need access to it in order to process it on our behalf and implementation of a secured permission management and auditing system, using industry standard firewall and network access filtering as well as security group mechanisms.

Please note, however, that there are inherent risks in transmission of information over the Internet or other methods of electronic storage and we cannot guarantee that unauthorized access or use will never occur.

We will comply with applicable law in the event of any breach of the security, confidentiality, or integrity of your Personal Data and will inform you of such breach if required by applicable law.

To the extent that we implemented the required security measures under applicable law, we shall not be responsible or liable for unauthorized access, hacking, or other security intrusions

or failure to store or the theft, deletion, corruption, destruction, damage, or loss of any data or information included in the Personal Data.

### **Data Retention**

We will retain the Personal Data for as long as we believe that it is accurate and can be relied upon. Personal Data that is no longer required for the purpose for which it was initially collected will be deleted unless we have a valid justification to retain it that is permitted under applicable law, such as to resolve disputes or comply with our legal obligations.

### **Complaints and Arbitration Agreement**

If you feel or believe that your Personal Data rights were harmed in any way or form, you may contact our data protection officer at [privacy@Redi.health](mailto:privacy@Redi.health) and lodge a complaint. Such complaint shall include how and why you believe your Personal Data rights were harmed, and the required evidence. Our privacy officer will respond to most complaints within 14 days, and shall offer the required remedies.

In the event we are unable to come to a timely mutual resolution of the matter, we remain committed to resolving all disputes in a fair, effective and cost-efficient manner, this Privacy Policy requires that disputes may be resolved in binding arbitration or small claims court. Our arbitration agreement for U.S. disputes, which is set forth below, has been designed to make arbitration as convenient and inexpensive for our customers as possible. We will abide by the terms of our current arbitration provision in all instances. This Privacy Policy and our Terms of Use are governed by Ohio law regardless of where users access or use the App.

#### **Arbitration Agreement: United States Only**

(a) We and you agree to arbitrate all disputes and claims between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted and include:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory.
- Claims that arose before these or any prior versions of our Privacy Policy and/or Terms of Use (including, but not limited to, claims relating to advertising);
- Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- Claims that may arise after termination of this Privacy Policy and/or our Terms of Use

For the purposes of this Arbitration Agreement, references to "we" and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and

assigns, as well as all authorized or unauthorized users or beneficiaries of our Services or devices under this Privacy Policy and/or our Terms of Use or any prior agreements between us.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This Arbitration Agreement does not preclude your bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by accessing and using the App, you and we are each waiving the right to a trial by jury or to participate in a class action. This Privacy Policy and our Terms of Use evidence a transaction or website use in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of the Privacy Policy and/or Terms of Use.

(b) A party who intends to seek arbitration must first send, by U.S. certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to us should be addressed to: Notice of Dispute, RediHealth, 349 Siebert Street. Columbus, Ohio 43206 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If you and we do not reach an agreement to resolve the claim within 30 days after the Notice is received by us, you or we may commence an arbitration proceeding.

During the arbitration, the amount of any settlement offer made by us or you prior to selection of an arbitrator shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

You may download or copy a form to initiate arbitration from the AAA website (<http://adr.org>) under the "Forms" tab.

(c) After we receive a Notice at the Notice Address that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for more than \$75,000. (Currently, the filing fee is \$125 for claims under \$10,000, but this is subject to change by the arbitration provider. If you are unable to pay this fee, we will pay it directly after receiving a written request to do so at the Notice Address.) The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules") of the American Arbitration Association (the "AAA"), as modified by this Privacy Policy, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitrator shall be bound by these Terms of Use. Unless you and we agree otherwise, any arbitration hearings will take place in the county (or parish) of your contact address. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing or by an in-person hearing as established by the AAA Rules. If you choose to proceed either in person or by telephone, we may choose to respond only by telephone or submission. If your claim exceeds \$10,000, the AAA Rules will determine whether you have a right to a hearing.

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings of fact and conclusions of

law on which the award is based. You and we agree that any awards or findings of fact or conclusions of law made in an arbitration of their dispute or claim are made only for the purposes of that arbitration and may not be used by any other person or entity in any later arbitration of any dispute or claim involving us. You and we agree that in any arbitration of a dispute or claim, neither of us will rely for preclusive effect on any award or finding of fact or conclusion of law made in any other arbitration of any dispute or claim to which we were a party.

Except as otherwise provided for herein, we will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rules of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules. An award may be entered against a party who fails to appear at a duly noticed hearing.

(d) The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the parties agree that any injunctive award may be vacated or corrected on appeal by either party to a court of competent jurisdiction for any such error. Each party will bear its own costs and fees on any such appeal. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(f) All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential, other than as part of an appeal to a court of competent jurisdiction.

### **Updates to the Privacy Policy**

We reserve the right to amend this Privacy Policy at any time. As our App continues to develop, we may add new services and features to our App. In the event that these additions affect our Privacy Policy, this Privacy Policy will be updated appropriately. If we make any substantial changes, we will prominently post a notice on the main page and other pages to alert you of the change.

### **Contact Information**

If you have any questions (or comments) concerning this Privacy Policy, please send us an email to the following address: [privacy@Redi.health](mailto:privacy@Redi.health) or mail to 349 Siebert Street, Columbus, Ohio 43206 and we will make every effort to reply within a reasonable timeframe.

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