

## PRIVACY POLICY

Last modified: January 17, 2022

### Introduction

**PILLEVE, INC.** ("**Company**" or "**We**") respects your privacy and is committed to protecting it through compliance with this policy. This policy describes:

- The types of information we may collect or that you may provide when you download, install, register with, access, or use the **PILLEVE PATIENT APPLICATION** (the "**App**").
- Our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies only to information we collect in this App and, in email, text, and other electronic communications sent through or in connection with this App.

**THIS PRIVACY POLICY CONTAINS AN ABSOLUTE AND COMPLETE WAIVER OF LIABILITY, RELEASE OF LIABILITY AND ASSUMPTION OF RISK PERTAINING TO THE APP, ALONG WITH ITS USE AND NONUSE, IN EACH INSTANCE IN COMPLETE AND TOTAL FAVOR OF THE COMPANY AND ANY PHARMACY OR MEDICAL PROVIDER HAVING ANY RELATIONSHIP OR RENDERING ANY SERVICES CONCERNING, RELATING TO OR RESPECTING THE APP, ANY PRESCRIPTION USING THE APP OR ANY GOOD USED IN CONJUNCTION WITH THE APP.**

This policy DOES NOT apply to information that:

- We collect offline or on any other Company apps or websites, including websites you may access through this App.
- You provide to or is collected by any third party (see *Third-Party Information Collection*).

Our websites and apps, and these other third parties may have their own privacy policies, which we encourage you to read before providing information on or through them.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, do not download, register with, or use this App. By downloading, registering with, or using this App, you agree to this privacy policy, along with the Google Play Services privacy policy (Android users) and the Firebase Analytics privacy policy located at [Google Play Services](#) and [Firebase Analytics](#), respectively. The Company's policy may change from time to time (see [Changes to Our Privacy Policy](#)). Your continued use of this App after we revise this policy means you accept those changes, so please check the policy periodically for updates.

### **Children Under the Age of 16**

The App is not intended for children under 16 years of age, and we do not knowingly collect personal information from children under 16. If we learn we have collected or received personal information from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us at [info@pilleve.com](mailto:info@pilleve.com).

California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information. Please see [Your California Privacy Rights](#) for more information.

## **Information We Collect and How We Collect It**

We collect information from and about users of our App:

- Directly from you when you provide it to us.
- Automatically when you use the App.

## ***Information You Provide to Us***

When you download, register with, or use this App, we may ask you to provide information:

- By which you may be personally identified, such as name, email address, telephone number, or any other information the App collects that is defined as personal or personally identifiable information under an applicable law, including Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”, and collectively, "**personal information**").
- That is about you but individually does not identify you.

This information includes:

- Information that you provide by filling in forms in the App. This includes information provided at the time of registering to use the App, subscribing to our service, posting material, and requesting further services.
- Records and copies of your transactions within the App, including accessing any prescribed medications through the App, and correspondence (including email addresses and phone numbers), if you contact us.
- Your responses to surveys that we might ask you to complete for query purposes.
- Details of transactions you carry out through the App, such as connecting to and dispensing medication from your prescription bottle, and of the fulfillment of your prescriptions.

## ***Automatic Information Collection and Tracking***

When you download, access, and use the App, it may use technology to automatically collect:

- **Usage Details.** When you access and use the App, we may automatically collect certain details of your access to and use of the App, including traffic data, location data (for Bluetooth, Android users only), time and date of your usage of the App, and other communication data and the resources that you access and use on or through the App.
- **Device Information.** We may collect information about your mobile device and internet connection, including the device's unique device identifier, IP address, operating system, browser type, mobile network information.
- **Location Information.** This App collects real-time information about the approximate location of your device to enable Bluetooth connectivity if you utilize an Android device.

If you do not want us to collect this information, do not download the App and delete it from your device. Note, however, that opting out of the App's collection of location information will cause its location-based features to be disabled for Android users.

We also may use these technologies to collect information about your activities over time and across third-party websites, apps, or other online services.

### ***Information Collection and Tracking Technologies***

The technologies we may use for automatic information collection may include:

- **Third-Party Cookies (or mobile cookies).** A cookie is a small file placed on your smartphone. It may be possible to refuse to accept mobile cookies by activating the appropriate setting on your smartphone. However, if you select this setting you may be unable to access certain parts of our App.
- **Web Beacons.** Pages of the App and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related app statistics (for example, recording the popularity of certain app contents and verifying system and server integrity).

### ***Third-Party Information Collection***

When you use the App or its contents, certain third parties may use automatic information collection technologies to collect information about you or your device. These third parties may include:

- Analytics companies.
- Your mobile device manufacturer.
- Your mobile service provider.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted contents, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see **[Your Choices About Our Collection, Use, and Disclosure of Your Information](#)**

### **How We Use Your Information**

We use information that we collect about you or that you provide to us, including any personal information, to:

- Provide you with the App and its contents, and any other information, products or services that you request from us.
- Fulfill any other purpose for which you provide it.
- Give you notices about your account.
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- Notify you when App updates are available, and of changes to any products or services we offer or provide through it.

The usage information we collect helps us to improve our App and to deliver a better and more personalized experience by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our App according to your individual interests.
- Recognize you when you use the App.

## Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual or device, without restriction.

In addition, we may disclose personal information that we collect or you provide:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them, such as pharmacies and medical providers within our network of service providers, including the pharmacy filling your prescription and the medical doctor prescribing your prescription.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Company about our App users is among the assets transferred.
- To third parties to market their products or services to you if you have consented to and not opted out of these disclosures. We contractually require these third parties to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.
- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce our rights arising from any contracts entered into between you and us, and for billing and collection.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

## Your Choices About Our Collection, Use, and Disclosure of Your Information

We strive to provide you with choices regarding the personal information you provide to us. This section describes mechanisms we provide for you to control certain uses and disclosures of your information.

- **Tracking Technologies.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. You can choose whether or not to allow the App to collect information through other tracking technologies by contacting us with such a request. If you disable or refuse cookies or block the use of other tracking technologies, some parts of the App may then be inaccessible or not function properly.
- **Location Information (Android only).** You can choose whether or not to allow the App to collect and use real-time information about your device's location through the device's privacy settings or by contacting us with such a request. If you block the use of location information, some parts of the App may then be inaccessible or not function properly.
- **Promotion by the Company.** If you do not want us to use your email address to promote our own or third parties' products or services, you can opt-out by contacting us with such a request.

California residents may have additional personal information rights and choices. Please see [Your California Privacy Rights](#) for more information.

### **Your California Privacy Rights**

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, read our [CCPA Privacy Policy](#).

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our App that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to [\*\*info@pilleve.com\*\*](mailto:info@pilleve.com).

### **Data Security**

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls. Any payment transactions and transfer of personal information will be encrypted using SSL technology.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our App, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the App like message boards. The information you share in public areas may be viewed by any user of the App.

Unfortunately, the transmission of information via the internet and mobile platforms is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted through our App. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide.

### **Changes to Our Privacy Policy**

We may update our privacy policy from time to time. If we make material changes to how we treat our users' personal information, we will post the new privacy policy on this page with a notice that the privacy policy has been updated and notify you by email and/or text message to the primary email address and/or phone number specified in your account or an in-App alert the first time you use the App after we make the change.

The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address and/or phone number for you and for periodically visiting this privacy policy to check for any changes.

### **HIPAA Authorization for Use and Disclosure of Protected Health Information**

**YOU HEREBY AUTHORIZE THE COMPANY TO USE AND/OR DISCLOSE ALL PERSONAL INFORMATION, INCLUDING PROTECTED HEALTH INFORMATION AS DEFINED UNDER HIPAA, FOR ANY REASON TO THE MEDICAL PROVIDER PRESCRIBING THE PRESCRIPTION, OR ANY OTHER SUCCESSOR OR OTHER MEDICAL PROVIDER, IN EACH INSTANCE RELATING TO OR RESPECTING THE APP, ANY PRESCRIPTION USING THE APP OR ANY GOOD USED IN CONJUNCTION WITH THE APP. THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY SENDING AN EMAIL TO [info@pilleve.com](mailto:info@pilleve.com). YOU UNDERSTAND THAT, AS SET FORTH IN THE NOTICE OF PRIVACY PRACTICES, YOU HAVE THE RIGHT TO REVOKE THIS AUTHORIZATION, IN WRITING, AT ANY TIME, EXCEPT TO THE EXTENT THAT ANY COVERED ENTITY HAS ACTED IN RELIANCE UPON IT, BY SENDING WRITTEN NOTIFICATION TO: [info@pilleve.com](mailto:info@pilleve.com). YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS AUTHORIZATION BY NOT USING THE APP. YOU UNDERSTAND THAT PERSONAL INFORMATION, INCLUDING**

PROTECTED HEALTH INFORMATION AS DEFINED UNDER HIPAA, USED OR DISCLOSED PURSUANT TO THIS AUTHORIZATION MAY BE DISCLOSED BY THE RECIPIENT AND ITS CONFIDENTIALITY MAY NO LONGER BE PROTECTED BY FEDERAL OR STATE LAW.

**WAIVER OF LIABILITY, RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

YOU ARE AWARE AND UNDERSTAND THAT THE APP SHALL BE USED AT YOUR OWN RISK, AND ANY ACTION OR ACTION WITH RESPECT TO THE APP, ANY PRESCRIPTION USING THE APP OR ANY GOOD USED IN CONJUNCTION WITH THE APP ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. YOU ACKNOWLEDGE THAT ANY INJURIES THAT YOU SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY USING THE APP, ANY PRESCRIPTION USING THE APP OR ANY GOOD USED IN CONJUNCTION WITH THE APP WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY, ANY PHARMACY, ANY MEDICAL PROVIDER OR OTHERWISE.

YOU HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE COMPANY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND ANY PHARMACY OR MEDICAL PROVIDER HAVING ANY RELATIONSHIP OR RENDERING ANY SERVICES CONCERNING, RELATING TO OR RESPECTING THE APP, ANY PRESCRIPTION USING THE APP OR ANY GOOD USED IN CONJUNCTION WITH THE APP (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO YOUR USE OF THE APP, ANY PRESCRIPTION USING THE APP OR ANY GOOD USED IN CONJUNCTION WITH THE APP, WHETHER ARISING OUT OF THE NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. YOU COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY OR AWARDED AGAINST INDEMNIFIED PARTY, ARISING OUT OR RESULTING FROM ANY CLAIM RELATING TO, CONCERNING, ARISING FROM OR BY REASON OF YOUR USE OF THE APP, ANY PRESCRIPTION USING THE APP OR ANY GOOD USED IN CONJUNCTION WITH THE APP.

THIS WAIVER OF LIABILITY, RELEASE OF LIABILITY AND ASSUMPTION OF RISK SHALL BE BINDING UPON AND ENFORCEABLE AGAINST YOU, YOUR PERSONAL REPRESENTATIVES, SPOUSE, ASSIGNS, HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT OF KIN WITHOUT LIMITATION. YOU HEREBY ACKNOWLEDGE IT IS YOUR DESIRE AND INTENT THAT THE WORDS, TERMS, PROVISIONS, COVENANTS, AND REMEDIES CONTAINED IN THIS WAIVER OF LIABILITY,

RELEASE OF LIABILITY AND ASSUMPTION OF RISK SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IF ANY PORTION OF THIS WAIVER OF LIABILITY, RELEASE OF LIABILITY AND ASSUMPTION OF RISK IS HELD INVALID, THE REMAINDER SHALL NOT BE AFFECTED AND SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT. THAT SHALL INCLUDE MODIFYING THE WAIVER OF LIABILITY, RELEASE OF LIABILITY AND ASSUMPTION OF RISK TO ALLOW ANY REMAINING CLAIMS TO BE WAIVED, RELEASED, AND INDEMNIFIED AGAINST IN THE EVENT THAT THE INCLUSION OF ANY PARTICULAR PROVISION IS FOUND TO BE INVALID OR CONTRARY TO PUBLIC POLICY. THE TERMS OF THIS WAIVER OF LIABILITY, RELEASE OF LIABILITY AND ASSUMPTION OF RISK SHALL CONTINUE FROM THIS DATE FOREVER.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS PRIVACY POLICY AND THAT YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY AND ANY RELEASE.

**Contact Information**

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

[info@pilleve.com](mailto:info@pilleve.com)