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Laso Health Privacy Policy

Effective Date: January 27, 2020

Last Updated: **June 23, 2021**

1. Introduction

This Privacy Policy ("Privacy Policy") is incorporated by reference into Laso Health, Inc.'s ("Laso Health," "we," or "us") Customer Terms of Use and Healthcare Provider Terms of Use (collectively "Terms of Use") regarding Laso Health's use of the information you and third parties provide as part of your use of the Site and Services (as such terms are defined in the Terms of Use). Any capitalized term used but not defined in this Privacy Policy shall have the meaning in our Terms of Use. BY USING OR OTHERWISE ACCESSING THE SERVICES, AND/OR BY CREATING AN ACCOUNT WITH US, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS PRIVACY POLICY, UNDERSTAND ITS TERMS, AND AGREE TO BE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY, YOU ARE NOT PERMITTED TO USE OR ACCESS THE SITE OR THE SERVICES IN ANY WAY. This Privacy Policy does not apply to any other website or digital service that you may be able to access through the Services or any website or digital services of Laso Health's business partners, each of which may have data collection, storage and use practices and policies that may differ from this Privacy Policy.

YOU HEREBY CONSENT TO THE COLLECTION, USE, AND SHARING OF YOUR INFORMATION (INCLUDING INFORMATION THAT MAY BE CONSIDERED PRIVATE OR SENSITIVE) AS DESCRIBED IN THIS PRIVACY POLICY. IF YOU USE THE SERVICES ON BEHALF OF SOMEONE ELSE (SUCH AS YOUR CHILD) OR AN ENTITY (SUCH AS YOUR EMPLOYER), YOU REPRESENT THAT YOU ARE AUTHORIZED BY SUCH INDIVIDUAL OR ENTITY TO ACCEPT THIS PRIVACY POLICY ON SUCH INDIVIDUAL'S OR ENTITY'S BEHALF.

Healthcare Providers are subject to applicable federal and state laws and regulations governing the use and disclosure of personally identifiable information, including health information they create or receive, and most must comply with the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA"). When we collect and process your information, we may share that information with Healthcare Providers who have entered into a [Healthcare Provider User Agreement] for the purpose of providing you with the Laso Health services. We are committed to ensuring the privacy and confidentiality of your information and, in doing so, use security safeguards to protect such information. We do not ask Healthcare Providers to share or send medical or health information to us from the services that they provide to you.

2. Information We Collect

◦ Information We Collect From You

As a condition to receiving all or a portion of the App and/or Services, we may ask you to provide us certain information that personally identifies you or could be used to personally identify you ("Personal Information"). Personal Information may include (but is not limited to) the following categories of information: (1) e-mail address, mailing address, billing address, full name, phone number and other identifying information; (2) demographic data (such as your gender, your date of birth and your zip code); (3) information regarding your past and present Healthcare Providers, such as the Healthcare Providers you have visited, your reasons for visit, your dates of visit, your medical history, and other medical and health information you choose to share with us; and (4) other identifying information that you voluntarily choose to provide to us, including without limitation unique identifiers such as passwords. Personal Information includes any information in the foregoing

categories that is sent via the App or Site or as part of the Services as well as any applicable information that is sent via emails, letters or text messages. We may also collect additional information, as otherwise described to you at the point of collection or pursuant to your consent.

- **Information We Collect Automatically**

We may automatically collect the following non-personally identifiable information about your use of the App or Site: domain name; browser type and mobile operating system; IP address and/or cellular network device ID; and features of the App used. In addition, some features of the App require location services to be enabled on your mobile device, meaning we may temporarily collect location information as reported by your mobile device ("Location Data") in order to provide the features you requested. If you would prefer not to send us Location Data, you should disable location services on your mobile device before using the App or Site, with the understanding that any features that require Location Data to function will be disabled as a result. Additionally, we may use the technologies described below ("Engagement Tools") to gather information necessary to enhance and operate our Services in a number of ways, such as to (i) save user preferences and information;(ii) preserve session settings and activity; (ii) authenticate users; (iv) enable support and security features; (v) tailor the delivery of informational messages, media, advertising and other content; and (vi) analyze the performance and use of our Services and its various features and content.

Device Information. When you interact with our App and/or Services, we collect information about your computer, mobile phone, or tablet ("Device") such as the URL of services your Device is requesting and the referring web pages, your IP address, Device type, operating system, browser type, application identifier, and, under certain circumstances, the location information your Device sends to us.

Cookies & Similar Technologies. We may also collect information about you and your Devices through cookies, web beacons, and similar technologies. A "cookie" is a small data file sent from a website and stored on your Device to identify your Device in the future and allow for an enhanced personalized user experience based on your previous activity on the website. A "session cookie" disappears after you close your web browser, or may expire after a fixed period of time. A "persistent cookie" remains after you close your web browser and may be accessed every time you use our Services. We may use both session and persistent cookies on our Services. You should consult your web browser to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may not be able to use certain features of our Services.

- **Billing, Collection and Payment Information**

When you make a payment through our App or Services to a Healthcare Provider (as further described in and subject to other provisions of the Terms of Use and AUP), we may also collect your billing information, including credit or debit card account information, or other forms of payment ("Payment Card Information"). By submitting your Payment Card Information, you expressly consent to the sharing of your information with third-party payment processors and other third-party services (including but not limited to vendors who provide fraud detection services to us and other third parties). These third parties may store your Payment Card Information for future use in our Services. We do not store your Payment Card Information, nor do we have direct control or responsibility for your Payment Card Information. The third party services that we utilize are contractually obligated to keep your Payment Card Information secure and confidential.

- **Traffic Data**

We also may automatically collect certain data when you use the Services, such as (1) IP address; (2) domain server; (3) type of device(s) used to access the Services; (4) web browser(s) used to access the Services; (5) referring webpage or other source through which you accessed the Services; (6) geolocation information; and (7) other statistics and information associated with the interaction between your browser or device and the Services (collectively "Traffic Data"). Some Traffic Data may be considered Personal Information.

- **Information Authorization**

Laso Health may only use and disclose your information in the ways permitted by law and in accordance with applicable consent. To avoid any doubt, in order to receive services from Laso Health, we require that you e-sign the Laso Health Information Authorization. The Laso Health Information Authorization contains a mechanism for opting out of

marketing using your Health Information. The uses and disclosures of Personal Information are further described in this Privacy Policy.

3. How We Collect Information

We collect information (including Personal Information and Traffic Data) when you use and interact with the Services, and in some cases from third party sources. Such means of collection include:

- When you use the Services' interactive tools and services, such as searching for Healthcare Providers, searching for available appointments with Healthcare Providers and completing medical history forms ("Medical History Forms") prior to Healthcare Provider appointments;
- When you voluntarily provide information in free-form text boxes through the Services or through responses to surveys, questionnaires and the like;
- If you download and install certain applications and software we make available, we may receive and collect information transmitted from your computing device for the purpose of providing you the relevant Services, such as information regarding when you are logged on and available to receive updates or alert notices; If you download our mobile application or use a location-enabled browser, we may receive information about your location and mobile device, as applicable;
- Through cookies, web beacons, website analytics services and other tracking technology (collectively, "Tracking Tools"), as described below; and
- When you use the "Contact Us" function on the Site, send us an email or otherwise contact us.

4. Tracking Tools and "Do Not Track"

◦ Tracking Tools

We and third parties use cookies and Tracking Tools. We use first and third party Tracking Tools to collect information including your Personal Information, as well as usage and demographic information about you over time. Third parties (e.g., advertising partners), collect such information, such as your name, address, email address, gender, telephone number, unique identifiers, preferences, etc., via these technologies. We and third parties may use browser cookies which are stored on your computer in a file. In addition, we and third parties may also collect and store your information (including Personal Information) via web beacons, remarketing pixel tags, and Flash cookies that are placed in the code of a web page or email or which access your browsing activity. Where cookie technologies may not be available (for example in mobile applications), we and third parties may use technologies that perform similar functions to cookies that link identifiers used for advertising on mobile applications to an advertising cookie to coordinate ads across your mobile apps and mobile browser. We may use cross device tracking, Bluetooth low energy beacons, ibeacons, audio beacons and digital fingerprinting to identify and track you when you use different devices. By using the Site, you consent to the use of cookies and Tracking Tools described in this Privacy Policy.

We may use a type of advertising commonly known as interest-based or online behavioral advertising. This means that some of our partners use Tracking Tools to display Laso Health ads on other websites or services based on information about your use of the Services or your interests (as inferred from online activity). Such partners may include third-party service providers, advertisers, advertising networks or platforms, and agencies.

◦ Options for Opting out of Cookies and Mobile Device Identifiers

Some web browsers (including some mobile web browsers) allow you to reject cookies or to alert you when a cookie is placed on your computer, tablet or mobile device. You may be able to reject mobile device identifiers by activating the appropriate setting on your mobile device. Although you are not required to accept Laso Health's cookies or mobile device identifiers, if you block or reject them, you may not have access to all features available through the Services. Please note that even after opting out of interest-based advertising, you may still see Laso Health advertisements that are not interest-based (i.e., not targeted toward you). Also, opting out does not mean that Laso Health is no longer using Tracking Tools — Laso Health still may collect information about your use of the Services even after you have opted out of interest-based advertisements and may still serve advertisements to you via the Services based on information it collects via the Services.

- **How Laso Health Responds to Browser “Do Not Track” (DNT) Signals**

Some browsers have a Do Not Track (“DNT”) feature that lets you tell websites that you do not want your online activities tracked. When you choose to turn on the DNT setting in your browser, your browser sends a special signal to websites, ad networks, plug-in providers, and other web services you encounter while browsing to stop tracking your activity via cookies or other Tracking Tools. Laso Health does not proactively monitor or respond to DNT signals.

5. Laso Health’s Use of Information

We use the information that we gather about you for the following purposes:

- To provide our services to you, to communicate with you about your use of our services, and for other customer service purposes. We use information, including Personal Information, consistent with your Laso Health Information Authorization, to provide the Services and to help improve the Services, to develop new services, and to advertise (for example, to display Laso Health ads on other websites).
- To tailor the content and information that we may send or display to you, to offer location customization, and personalized help and instructions, and to otherwise personalize your experiences while using the App. As part of the Services, you may receive email, mobile phone notifications and other communications from us, such as communications relating to your account. Communications relating to your account will only be sent for purposes important to the Services, such as password recovery and expiring account notices. By creating an account, you are, by default, opted in to receiving promotional email communications from us. Upon downloading our mobile application, you will be provided the option to opt in to receiving push notifications or in-app notifications from us on your mobile device. We may use your name, and email address, or mobile device identifiers to send you email messages, text messages, in-app messages or push notifications regarding advertising new services offered by Laso Health and or the Healthcare Providers. In addition, we may present offers to you on behalf of third party partners. If you engage with such offers or advertisements (e.g., clicking on a banner ad), we may share your name, address, credit card information and other identifying information with this third party;
- To better understand how users access and use our App, both on an aggregated and individualized basis, in order to improve our App and respond to user desires and preferences, and for other research and analytical purposes. Our customer service representatives may use your telephone number, e-mail address, mobile device identifier and other identifying information to contact you. Laso Health reserves the right to use the information collected from the Site to send pricing, advertisements and information about Healthcare Providers on behalf of Healthcare Providers.
- We may use your information to fulfill our legally required obligations, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities.
- User profile information including your username and other information you enter may be displayed to other users to facilitate user interaction within the Services.

6. Disclosure of Information

In certain circumstances, consistent with your Laso Health Information Authorization, and in order to perform the Services, we may disclose certain information (including Personal Information) that we collect from you:

- **Healthcare Providers.** We may share your Personal Information with Healthcare Providers with whom you choose to schedule through the Services. For example, if you complete a Medical History Form using the Services in advance of an appointment, we may share your Medical History Form with such selected Healthcare Providers. We may also share your Personal Information with your Healthcare Providers to enable them to refer you to and make appointments with other Healthcare Providers on your behalf or to perform analyses on potential health issues or treatments, or to provide you with treatment in the event of an emergency.
- **Health Information Exchanges.** We may share your Personal Information with Health Information Exchanges and related organizations that collect and organize your information (such as Regional Health Information Organizations).
- **Business Affiliates.** We may share your Personal Information with our partners to customize or display

advertising. We may also share your Personal Information and Traffic Data with our partners who perform operational services (such as hosting, billing, fulfillment, data storage, security, insurance verification, Website analytics, or ad serving) and/or who make certain services, features or functionality available to our users.

- **Business Transfers.** If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding, we may transfer the information we have collected from you to the other company. However, if we do so, their use and disclosure of your personally identifiable information will be subject to this Policy
- **In Response to Legal Process.** We may share your Personal Information or any other information we collect about you if we determine in good faith that such disclosure is needed to: (1) comply with or fulfill our obligations under applicable law, regulation, court order or other legal process; (2) protect the rights, property or safety of you, Laso Health or another party; (3) enforce the Agreement or other agreements with you; or (4) respond to claims that any posting or other content violates third-party rights.

7. Public Information; Public Forums

You agree that any information that you may reveal in a review posting or online discussion or forum is intentionally open to the public and is not in any way private. Do not disclose information in these public forums that might be considered confidential or proprietary or that you do not wish to be publicly available or that you are prohibited from disclosing. We strongly recommend against sharing any personally identifiable, health, or other sensitive information that could directly or indirectly be traced to any individual, including themselves. We do not undertake any review of posts or online discussions to determine if any Personal Information is included in such posts or online discussions; provided that Laso Health will review posts or online discussions that are flagged for inappropriate content.

8. Surveys, Feedback, Informational Programs

From time to time you may receive survey requests through emails or displays within our Services that request feedback on a variety of topics. These programs may be sponsored or funded by third parties, and may include branded or unbranded content about medical conditions, treatments and products, or safety and regulatory information resources. If you choose to engage with or use one of these requests, you may be asked to provide information that may be used to supplement information that you submitted to our Services. This information may be shared with the sponsor of the program.

9. Changing Your Information

HIPAA grants patients certain rights to access and amend certain health information, including Protected Health Information ("PHI") that their healthcare providers retain about them. Patients should submit requests to access or amend this health information directly to their healthcare providers.

10. Third Party Analytics

We may use automated devices and applications to evaluate usage of our App. We also may use other analytic means to evaluate the services provided via our App. We use these tools to help us improve our services, performance and user experiences. We do not share your Personal Information with these third parties.

11. Storage and Security of Information

We have implemented commercially reasonable precautions, including, where appropriate, password protection, encryption, SSL, firewalls, and internal restrictions on who may access data to protect the Personal Information we collect from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Please be aware that despite our best efforts, no data security measures can guarantee 100% security. Accordingly, we cannot guarantee the security of information stored on or transmitted to or from our Services.

You should take steps to protect against unauthorized access to your username, password, and mobile device, by among other things, signing out of the App or Site once your session is complete, choosing a robust password that nobody else knows or can easily guess, and keeping your username and password private. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity. You should change your

password and contact us immediately if you believe your password has been compromised or there has been any unauthorized access to your account.

12. Controlling Your Information & Notifications

If you have an account, you can modify certain account information by logging in and accessing your account. If you wish to close your account, please email us at Deactivate@LasoNow.com. Laso Health reserves the right to retain information from closed accounts, including to comply with law, prevent fraud, resolve disputes, enforce the Agreement and take other actions permitted by law.

You must promptly notify us if any of your account data is lost, stolen or used without permission.

13. California Privacy Rights

For California residents, we may share your personal information with third parties and affiliated third parties (such as local, state, and regional affiliates and affiliate alliances), for direct marketing purposes. As these third parties and this category of affiliated third parties are considered an unaffiliated party under California law, you may opt-out of our disclosure of personal information to third parties for their direct marketing purposes. To opt out please contact us at the contact information section provided below. Otherwise, we will continue to provide your information to local, state, and regional affiliates and affiliate alliances identified in your account.

The California Consumer Privacy Act (CCPA), effective January 1, 2020, gives California consumers enhanced rights with respect to their personal information that is collected by businesses. First, California consumers may opt out of having their personal information sold to other persons or parties. Second, they have a right to know:

1. What specific pieces of information a business has about the consumer;
2. Categories of personal information it has collected about the consumer;
3. Categories of sources from which the personal information is collected;
4. Categories of personal information that the business sold or disclosed for a business purpose about the consumer;
5. Categories of third parties to whom the personal information was sold or disclosed for a business purpose; and
6. The business or commercial purpose for collecting or selling personal information.

In addition, California consumers can request that the personal information a business has collected about them be deleted from the business's systems and records. Company may be considered a covered business under the CCPA as it collects and processes the personal information of California consumers. This Privacy Policy provides the required notices to California consumers. The CCPA also prohibits covered businesses from providing discriminatory treatment to California consumers if they exercise their rights under the Act. We do not rent or sell your personally identifiable information (such as name, address, telephone number and credit card information) to unaffiliated third parties for their marketing purposes. We may share your information with third parties to provide products and services you have requested, when we have your consent, or as described in this Privacy Policy. To make a "request to know" or request to delete your personal information, send us an e-mail at Info@LasoNow.com (Please put either "Request to Know" or "Request to Delete" in the subject heading of your email.) We will use commercially reasonable efforts to honor these requests whether or not you would qualify as a California consumer under the CCPA. If and to the extent we are considered a covered business under the CCPA: We will confirm receipt of your request within 10 days along with a description of what steps we will take to verify and respond. We must provide the requested information or delete your personal information within 45 days of receipt of your request but can use an additional 45 days, but we must let you know the additional time is needed.

When contacting us, we may ask you to provide certain, limited personal information, such as your name, email address and/or account login ID and/or password, to verify your request and to match with our records and systems. This is also to protect against fraud. We will not retain this personal information or use it for any other purpose. Also please be advised that we need to search our records and systems only for the preceding 12 months.

Residents of other states may also have similar rights to request information about or delete their personal information. To inquire about exercising these rights, please contact us at Info@LasoNow.com.

Pursuant to California's "Shine The Light" law (California Civil Code § 1798.983), California residents are entitled, once a year and free of charge, to request the disclosure of certain categories of personal information to third parties for their own direct marketing purposes in the preceding calendar year, if any. Under the law, a business should either provide California customers certain information upon request or permit California customers to opt out of this type of sharing. You may request this information by contacting us at Info@LasoNow.com and indicate in the email subject line, "California Shine The Light Request." Please include your mailing address, state of residence and email address with your request.

14. Information Provided on Behalf of Children and Others

The Services are not intended for use by children and children are prohibited from using the Services. Laso Health does not knowingly collect any information from children, nor are the Services directed to children.

By accessing, using and/or submitting information to or through the Services, you represent that you are not younger than age thirteen (13). If we learn that we have received any information directly from a child under age thirteen (13) without his/her parent's written consent, we will use that information only to respond directly to that child (or his/her parent or legal guardian) to inform the child that he/she cannot use the Services, and we will subsequently delete that information.

If you are a California resident under 18 years old and have an account, you can request that we remove content or information that you have posted to our website or other online services. Note that fulfillment of the request may not ensure complete or comprehensive removal. To request removal of content or information, please email us using the contact information below.

If you use the Services on behalf of another person, regardless of age, you agree that Laso Health may contact you for any communication made in connection with providing the Services or any legally required communications. You further agree to forward or share any such communication with any person for whom you are using the Services on behalf.

15. Third Party Websites

Our App or Site may contain links to third-party websites. Any access to and use of such linked websites is not governed by this Policy, but instead is governed by the privacy policies of those third party websites. We are not responsible for the information practices of such third party websites. A link to any third party site does not mean that we endorse it or the quality or accuracy of information presented on it.

16. Updates and Changes to Privacy Policy

We may change this Privacy Policy at any time, as we deem appropriate. Upon any such change, we will post the amended Privacy Policy on the Site; we may also attempt to notify you in some other way. Your continued use of the Site and/or the Services following such posting shall constitute your affirmative acknowledgement of the Privacy Policy, the modification, and agreement to abide and be bound by the Privacy Policy, as amended. We encourage you to periodically review this Privacy Policy. IF AT ANY TIME YOU CHOOSE NOT TO ACCEPT THIS PRIVACY POLICY, INCLUDING FOLLOWING ANY SUCH MODIFICATIONS HERETO, THEN YOU MUST STOP USING THE APP, SITE, AND THE SERVICES.

17. Contacts

If you have any comments, concerns or questions about this Privacy Policy, please contact us at Info@LasoNow.com or at:

Laso Health, Inc.

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Ste 301

San Antonio, Texas 78207

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