

PRIVACY AND SECURITY STATEMENT

Effective as of February 1, 2018

I. DAS PRIVACY AND SECURITY:

DAS Health Ventures, Inc., including its related affiliates and subsidiaries, (collectively "DAS") has created this privacy and security statement (the "Statement") in order to demonstrate its commitment to customer and visitor privacy. Privacy on the DAS websites: <https://dr-dash.com>, <https://DASdashealth.com>, <https://dr-connect.com/>, <https://HelpMeDAS.com>, and any other site owned by DAS or its affiliates (collectively the "Site(s)") is of great importance to DAS. Because DAS gathers information from its customers and visitors, it has established this Statement as a means of communicating its information gathering and dissemination practices. By using the Site(s), you agree to adhere to all applicable laws and regulations, and you expressly consent to DAS' collection, use, disclosure, and retention of your personally identifiable information and other information as described in this Statement. If you do not agree with the information set forth in this Statement, please do not access the Site(s). This Statement expressly does not cover the practices of third-parties over which DAS has no control, nor does it cover individuals whom DAS does not manage. The materials contained on the Site(s) are protected by applicable copyright and trademark law. Finally, please note, DAS expressly reserves the right to change this Statement at its sole discretion, without notice.

PLEASE READ THIS STATEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION APPLICABLE TO YOU, TOGETHER WITH ANY ENTITY OR ORGANIZATION FOR WHICH YOU REGISTER, ACCESS OR USE THE SERVICE (HEREAFTER "YOU," "YOUR'," OR "YOURSELF"), REGARDING THE PRIVACY AND SECURITY OF INFORMATION GATHERED VIA THE SITE.

II. COLLECTED INFORMATION:

- A. Account. DAS may require visitors who register to use the services offered on DAS' Site(s) (collectively, the "Service") to provide their personally identifiable information, including contact information, such as their name, company name, address, phone number, e-mail address and financial qualification and billing information, such as billing name and address, credit card number, and the number of users and providers within their organization that will be using the Service. At the time you express interest in attaining additional information, or when you register for the Service, DAS may also ask for additional personal or company information, such as title, department name, and fax number. When you register for Service on the Site(s), you voluntarily provide DAS with your personally identifiable information and you consent to the collection and processing of your personally identifiable information and the tracking technologies and cookies as described in this Statement.
- B. Referral Service. If you elect to utilize DAS' referral service for informing a colleague about DAS' Site(s), DAS will require your colleague's name and email address. DAS may send the colleague a one-time email inviting him/her to visit the Site(s). DAS does not store your colleague's information.

- C. No PHI. Depending on the Site(s) you visit, DAS may or may not collect protected health information (“PHI”) as that term is defined in 45 CFR Part 164.501. To the extent that any PHI is shared with DAS, its use is governed by the current version of the DAS HIPAA Business Associate Agreement, which may be found on the applicable Site(s).
- D. Information of Children. The use of DAS’ Site(s) is expressly not permitted for anyone under the age of thirteen (13). If you are under the age of thirteen (13), do not attempt to register for the Services or send any personally identifiable information about yourself to DAS. DAS will not knowingly collect information or personally identifiable information from children. If DAS becomes aware that it has collected information or personally identifiable information from an individual under the age of thirteen (13), it will remove the individual’s information and personally identifiable information from its files.

III. USE OF INFORMATION:

- A. Account. DAS uses the information that it collects to establish the Service for individuals and their organizations. DAS may also use the information to contact customers to further discuss customer interest in DAS’ company, the Services that DAS provides, and to send information regarding DAS’ company or its partners, such as promotions and events. Customers may be invited to receive an email newsletter by providing an email address, if so desired. Separately, customers are also asked to provide an email address when registering for the Service(s), in order to receive a username and password necessary to access the Service. Customers are expressly responsible for maintaining the confidentiality and security of their user registration and password information. Customer email addresses and any personal customer information will not be distributed or shared with third-parties. Customers can opt-out of being contacted by DAS, or from receiving such information from DAS, at any time by sending an email to Support@DAShealth.com.
- B. Technical Information. DAS may also collect certain technical information from visitors to, and customers of the Site(s), including such information as IP addresses, devices, browser type, domain names, access times, demographics and interest data, and referring website addresses. Your devices (depending on their individual settings) may also transmit location information to the Site(s). This information is logged by DAS to help troubleshoot technical problems, and to administer DAS’ Site(s) in order to constantly improve the quality of the Service.

IV. WHAT INFORMATION DAS SHARES AND WITH WHOM:

- A. Use. Except as DAS explicitly states at the time DAS requests your information, or as may be set forth in your agreement(s) with DAS, DAS does not disclose or sell to third-parties the information you provide. All financial and billing information that DAS collects through the Site(s) is used solely to verify the qualifications of prospective customers and to invoice for the Service. The invoicing information you provide is not intended to be used by DAS for re-sale, marketing or promotional purposes. DAS uses a third-party intermediary to manage

- the ACH debit and credit card processing for the Service. This third-party intermediary is not permitted to store, retain, or use the information you provide, except for the sole purpose of ACH debit or credit card payment processing. Other third-parties, such as content providers, may provide content on the Site(s); however, they are not permitted to collect any information, nor does DAS share your information with those third-parties. You should review the Terms of Use and the independent Privacy Policies of each of the third-parties noted on DAS' Site(s), as DAS is expressly not affiliated with, nor is it responsible for those third-parties.
- B. Customers of the Service may use the Site(s) to host their data and personally identifiable information ("Data"). DAS will not review, share, distribute, print or reference any such Data except as provided in customer agreement(s) with DAS, or as may be required by applicable state, federal or local law. Individual records may at times be viewed or accessed only for the purposes of trouble shooting, problem resolution, support issues, investigating a suspected violation of customer agreement(s) with DAS, or as may be required by applicable state, federal or local law. DAS may also track and analyze non-identifying and aggregated usage and volume statistical information (collectively "Anonymized Data") from its customers and visitors, and disclose (with or without remuneration) such Anonymized Data to third-parties.
- C. Illegal Activity or Fraud. DAS may disclose your Data if it believes disclosure is appropriate in connection with efforts to: (i) investigate, prevent or take other action regarding illegal activity; (ii) suspected fraud or other wrongdoing; (iii) to protect and defend the rights, property or safety of DAS, its customers, its employees, or others; (iv) to comply with applicable law or cooperate with law enforcement; or (v) to enforce any other agreements or policies.
- D. Subpoenas or Similar Lawful Investigations. DAS may disclose your Data to third-parties in response to: (i) a subpoena or similar investigative demand, a warrant or court order; (ii) a request for cooperation from a law enforcement or other government agency; (iii) to establish or exercise DAS' legal rights; (iv) to defend against legal claims; or (v) as otherwise required by law. In such cases, DAS may raise or waive any legal objection or right available to it.

V. COOKIES AND OTHER TECHNOLOGIES:

- A. DAS continually strives to make your experience with its Site(s) easy, efficient and meaningful. To accomplish this, DAS uses technologies such as cookies to provide, improve, protect and promote its Site(s). Cookies are small files web browsers place and store on your computer's hard drive, unless you block them. Cookies may assist DAS with such items as remembering your username for your next visit to the Site(s), telling DAS if you have visited the Site(s) previously, understanding how you interact with the Site(s), and improving its Services based on that information.

- B. Standing alone, cookies do not identify you personally. They merely recognize your web browser. Unless you choose to identify yourself to DAS, either by responding to a promotional offer, opening an account, or registering for a service, you remain anonymous to DAS. Cookies come in two (2) flavors: (i) session cookies; and (ii) persistent-based cookies. Session cookies exist only during an online session. They disappear from your computer when you close your web browser software or turn off your computer. Persistent cookies remain on your computer after you have closed your web browser or turned off your computer. Persistent cookies include such information as a unique identifier for your web browser.
- C. DAS uses session cookies containing encrypted information to allow the system to uniquely identify you while you are logged into your DAS account. This information allows DAS to process your online transactions and requests. Session cookies help DAS make sure you are who you say you are after you have logged into your account, as required in order to use the DAS application. DAS uses persistent cookies, that only DAS can read and use, to identify the fact that you are a DAS customer or prior DAS Site(s) visitor (whatever the case may be). DAS is especially careful with the security and confidentiality of the information stored in persistent cookies. For example, DAS does not store account numbers or passwords in persistent cookies. Users who disable their web browsers' ability to accept cookies will be able to browse DAS' Site(s), but will not be able to successfully use DAS' Service.
- D. DAS may from time-to-time engage third-parties to track and analyze non-personally identifiable usage and volume statistical information from visitors to its Site(s) to help it administer its Site(s) and improve its quality. Such third-parties may use cookies to help track visitor behavior, demographics and interests. This includes Google Analytics Advertising features such as demographics and interest reporting, impression reporting and remarketing data. Users can opt out of Google Analytics features at <https://tools.google.com/dlpage/gaoptout/>. Except as otherwise noted, all Data collected by such third-parties on behalf of DAS is used only to provide it with information on Site(s) usage and is not shared with any other third-parties.

VI. THIRD-PARTY SITES:

The Site(s) may contain links to other websites. DAS is not responsible for the privacy practices or the content of those other third-party websites. Customers and visitors must review the policy statements of third-party websites to understand their respective policies. Customers and visitors who access a linked website may be disclosing their private information. It is the responsibility of the customer and visitor to keep such information private and confidential.

VII. SECURITY:

- A. DAS' Site(s) has security measures in place to help protect against the loss, misuse and alteration of the Data under DAS' control. When DAS' Site(s) is accessed using Microsoft Internet Explorer versions 11.0 or higher, Secure Socket Layer or "SSL" technology protects information using both server authentication and data encryption to help ensure that Data is safe, secure and available only to you. DAS also implements an advanced security method based on dynamic data and encoded session identifications, and hosts the Site(s) in a secure server environment that uses a firewall and other advanced

technology to prevent interference or access from outside intruders. Finally, DAS provides unique user names and passwords that must be entered each time a customer logs on to the Site(s). These safeguards help prevent unauthorized access, maintain data accuracy and ensure the appropriate use of Data.

- B. To prevent unauthorized access, maintain Data accuracy and ensure the appropriate use of the Data DAS gathers about you, it has taken commercially reasonable steps to protect the Data. However, no system can be completely secure. Therefore, although DAS takes steps to secure your Data, it does not promise, and you should not expect, that your Data will always remain secure. You should be cautious with how you handle and disclose your Data and you should avoid sending your Data through unsecured email. Please refer to the Federal Trade Commission's website at <https://www.consumer.ftc.gov/features/feature-0014-identity-theft> for information about how to protect yourself against identity theft.

VIII. OPT-OUT PROCEDURE:

DAS offers its customers and visitors a means to choose how DAS may use the information they have provided. If, at any time after registering for information or ordering the Service, you change your mind about receiving information from DAS or about sharing your information with third-parties, please send DAS a request to Support@DAShealth.com specifying your new choice and DAS will use reasonable commercial efforts to opt you out.

IX. CORRECTING AND UPDATING YOUR INFORMATION:

If you need to update or change registration information, you may do so by editing the user or organization record. To update a User Profile, log on to the Site(s) and select Setup to add or update information. To update an organization's data, log on to the Site(s) and select Organization Setup. To update billing information or discontinue your Service, please email Support@DAShealth.com. DAS will respond to your correction or update request within, at most, thirty (30) days from the date of your request.

X. ADDITIONAL INFORMATION:

Questions regarding this Statement or the practices of this Site(s) should be directed to DAS' Security Administrator by e-mailing such questions to Support@DAShealth.com or by regular mail addressed to DAS Services, LLC, Attn: Security Administrator, 1000 N. Ashley Drive, Suite 300, Tampa, Florida 33602.

XI. CLASS ACTION WAIVER:

ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION, MEDIATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE SITE AND SERVICE SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.

XII. DISCLAIMERS:

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. YOUR USE OF THIS SITE IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, DAS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, AND HEREBY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR QUIET ENJOYMENT. DAS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, INTEGRATION, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE SITE OR OTHERWISE RELATING TO MATERIALS ON ANY SITES THAT MAY BE LINKED TO THE SITE. DAS DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT OPERATION WILL BE UNINTERRUPTED, ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. DAS HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS.

IN THE EVENT A CUSTOMER IS ALREADY ACCESSING AND/OR USING THE SERVICE, CUSTOMER ON BEHALF OF ITSELF AND ITS USERS, PRINCIPALS, SHAREHOLDERS, MEMBERS, OWNERS, DIRECTORS, HEREBY UNCONDITIONALLY AND ABSOLUTELY WAIVES, RELEASES AND DISCHARGES ANY AND ALL SUITS, CAUSES OF ACTION AND CLAIMS OF ANY TYPE THAT CUSTOMER MAY HAVE, KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO ANY AND ALL PAST MARKETING COMMUNICATIONS TO CUSTOMER AND ANY AND ALL ALLEGED VIOLATIONS OF: (I) THE UNITED STATES OF AMERICA CAN-SPAM ACT OF 2003 OR ANY LAW AMENDATORY THEREOF; (II) THE UNITED STATES OF AMERICA TELEPHONE CONSUMER PROTECTION ACT ("TCPA") OF 1991 OR ANY LAW AMENDATORY THEREOF; OR (III) ANY OTHER STATE OR FEDERAL ORDINANCE, REGULATION OR STATUTE RELATING TO COMMUNICATING, DISTRIBUTING, PUBLISHING, SENDING OR TRANSMITTING OF CONTENT, INFORMATION OR MATERIAL. CUSTOMER ACKNOWLEDGES AND AGREES THAT SUCH WAIVER AND RELEASE IS A MATERIAL CONSIDERATION FOR ITS CONTINUED ACCESS TO AND USE OF SERVICE AND THIS PROVISION IS TO BE READ TO AFFORD DAS THE BROADEST PROTECTION PERMITTED BY LAW.