

**OLIO HEALTH, INC.**  
**PRIVACY POLICY/LEGAL**

**Last Revised:** September 28, 2023

Olio Health, Inc., an Indiana corporation (the “Company,” “We,” “Us,” or “Our”), respects the privacy of the end users (“User” or “You”) of Our mobile application (the “App”) and Our web-based software-as-a-service offering (the “Web Service”), “Olio” (collectively, the App and Web Service may be referred to in this Privacy Policy as the “Service”).

This Privacy Policy outlines Our commitment to use Your information in a responsible manner. This Privacy Policy describes the types of information that We may collect when You download, install, register with, or use the Service, whether through the App or the Web Service, and Our practices for collecting, using, maintaining, and disclosing that information. You have been authorized for access to the Service because We have entered into a license agreement with the company that identified you as an authorized or permitted user (the “Authorizing Company”), most likely your employer or the company you contract with.

PLEASE READ THIS PRIVACY POLICY CAREFULLY TO UNDERSTAND OUR POLICIES AND PRACTICES REGARDING YOUR INFORMATION AND HOW WE TREAT IT. IF YOU DO NOT AGREE WITH THE TERMS OF OUR PRIVACY POLICY, YOUR CHOICE IS TO NOT USE THE SERVICE. THROUGH YOUR CONTINUED USE OF THE SERVICE, YOU ARE INDICATING YOUR AGREEMENT TO THIS PRIVACY POLICY. THIS PRIVACY POLICY MAY CHANGE FROM TIME TO TIME, AND YOUR CONTINUED USE OF THE SERVICE AFTER WE REVISE THIS PRIVACY POLICY MEANS YOU ACCEPT THOSE CHANGES. IT IS YOUR RESPONSIBILITY TO REVIEW THIS PAGE PERIODICALLY TO STAY AWARE OF ANY UPDATED TERMS.

**I. Application of Privacy Policy.**

a. This Privacy Policy applies to information that We collect, or that You provide to Us:

- i. through the App or the Web Service; and
- ii. via email, text, and any other electronic communications between You and the Service or Our employees or other personnel.

b. This Privacy Policy **does not** apply to any information that We collect, or that You provide to Us:

- i. offline or through any other means including, without limitation, via any other website other than the Web Service; or
- ii. from or through any third parties.

**II. Children Under Age 13.** The Service is not intended for, and should not be accessed or used by, individuals under 13 years of age. We do not knowingly collect personal information from individuals under 13 years of age. If We learn that We have collected information via the Service from an individual under 13 years of age without verification of parental consent, We will delete that information. If You believe We may have collected information from individuals under 13 years of age, please contact Us at 833-438-6546 or support@olio.health.

**III. Information We Collect About You and How We Collect It.**

a. We collect several different types of information through Your use of and access to the Service, including information:

- i. by which You may be personally identified, such as Your name, email address, telephone number, or any other personally identifiable information that You may provide during the registration process for the Service or otherwise;
- ii. that is about You, but does not personally identify You; and
- iii. about Your internet connection or the equipment and software You use to access the Service.

b. The information We collect from and about You is collected:

- i. directly from You when You provide it to Us;
- ii. automatically as You use the Service either through the App or the Web Service, which such automatic collection may include, without limitation, usage details, IP addresses, and information customarily collected through cookies, flash cookies, web beacons, or other automatic trackers; and
- iii. from the Authorizing Company.

**IV. Information You Provide to Us.** The information that We collect through the Service that You may provide to Us may include:

- a. information that You provide through the Service, whether by filling in forms, including during the completion of the registration process, in the event that You report bugs or other problems with the Service, or any other information that You provide through any other means through the Service;
- b. records and copies of Your correspondence to Us, including Your email address; and
- c. any information that You create or post to any communication or message board functionality of the Service that is available to other Users, if any (“User Contributions”). Any User Contributions posted by You are posted at Your own risk, and You are responsible for ensuring that Your User Contributions do not violate the rights of any third party or applicable law.

**V. Information We Collect Through Automatic Data Collection Technologies.** When You access and navigate the Web Service and download, install, and use the App, We may use automatic data collection technologies to collect certain information about You, Your equipment and software used to access the Service, and Your usage of the Service, including, but not limited to:

- a. information and details relating to Your access to and use of the Service including traffic data, location data, logs, and other communication data and the resources that You access and use on or through the Service; and
- b. information about the device or equipment You use to access and utilize the Service, Your internet connection, Your IP address, Your operating system, Your browser type, or Your mobile network.

**VI. How We Use Your Information.** We use the information You provide to Us and that We collect to:

- a. provide You and the Authorizing Company with the Service, its contents, and any other products You request from Us;
- b. fulfill any other purpose for which You have provided Us the information;
- c. provide You with notices relating to Your account;
- d. carry out Our obligations and enforce Our rights arising out of any agreements entered into between You and Us, or between Us and any acute or post-acute care entity for which You provide services that utilize the Service;
- e. notify You regarding changes to the Service;
- f. permit You to access and use any interactive or message board functionality contained within the Service; and
- g. carry out any other business purpose for which We are permitted to use the information, whether in anonymized and de-identified form or otherwise, pursuant to applicable law, including, without limitation, for data analytics purposes and assessment of overall usage of the Service.

**VII. Disclosure of Your Information.**

- a. We may disclose personal information We collect from You or that You provide to Us as described in this Privacy Policy:
  - i. to any of Our subsidiaries or affiliates;
  - ii. to contractors, service providers, or other third parties who support the Service and who are bound by confidentiality provisions;
  - iii. to a buyer, acquirer, or other successor in interest in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceedings, in which information held by Us about Our Service and Users is among the assets transferred;
  - iv. to fulfill the purpose for which You provide it to Us;
  - v. for any other purpose disclosed by Us when You provide such information, so long as such further disclosure is in accordance with applicable law;
  - vi. to the Authorizing Company in connection with Your and their use of the Service; and
  - vii. with Your consent.
- b. We may also disclose Your personal information:
  - i. to comply with any court order, law, or legal process, including responding to any valid governmental or regulatory request;
  - ii. to enforce or apply the terms contained in that certain User Agreement between Us and You; and

- iii. if We believe that any disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, other Users, or third parties, to the extent permitted by applicable law.

**VIII. Choices About How We Use and Disclose Your Information.** We recognize that You might wish to control how information is collected about You during Your use of the Service. Some of the choices You may be able to make with respect to collection of information about You are summarized below. If You believe the below options are insufficient, You may discontinue use of the Service at any time.

**a. Tracking Technologies.** You can set Your web browser to refuse all or some browser cookies, or to alert You when cookies are being sent. If You disable, refuse, or block the use of cookies or similar tracking technologies, some parts, or all, of the Service may be inaccessible or may not function properly.

**b. Location Information.** You can choose whether or not to allow the App to collect and use real-time information about Your mobile device's location through Your mobile device's privacy or other settings. If You disable, refuse, or block the use of location-based settings and information, some parts of the App may be inaccessible or may not function properly.

**IX. Accessing and Correcting Your Information.** You can access and review Your personally identifiable information at any time by logging in to the Service and visiting Your personal account profile page. You may also send an email to Us at support@olio.health to request access to, correct, or delete any personal information that You have provided to Us. We cannot delete Your personal information except by deleting Your personal account. We reserve the right to refuse to accommodate any request to change information if We believe the change would result in the violation of any applicable law or legal requirement or would otherwise cause the information to be incorrect.

**X. Data Security.** We have implemented appropriate measures to designed to secure Your personally identifiable information in a way that is reasonable and appropriate to the risk of the information we hold. You are also responsible for taking steps to protect the safety and security of Your own information, devices, and equipment. You are responsible for securing, safeguarding, and keeping confidential Your login information, including Your username and password. You may not and should not share Your username or password with anyone. Although We do Our best to protect Your personal information, the transmission of information via the internet or cellular networks is not completely secure, is not within our control, and we cannot guarantee the security of such information transmitted to or through Our Service via these networks. Transmission of personal information is at Your own risk. We are not responsible for circumvention of any privacy settings or security measures that We provide through the Service.

**XI. Changes to Our Privacy Policy.** We may update this Privacy Policy from time to time. If We do make changes, We will post a revised Privacy Policy on this page. The latest date on which this Privacy Policy was updated is at the top of this page. You are responsible for ensuring that You review this page regularly to stay updated on any changes to this Privacy Policy.

**XII. Miscellaneous.** The Service is made available solely for use by end users according to the Agreement in effect with the Authorizing Company. As between You and Us, We make no warranties and have no liability directly to You in connection with the Services. The Service and any software that is made available to download from the Service is Our copyrighted work and, as between You and Us, all content, trademarks or other materials included in or made available through the Service are the exclusive property of Us and our licensors. You may not copy, publish, display, distribute, alter, or make derivative works of any part of the Service, or use/Access the Service to develop or assist in developing a competitive product or service. You may not tamper with, reverse-engineer, or hack the Service, circumvent any security or authentication measures, or use the Service in a manner that would adversely impact Us, the Service or any other user thereof. You are entirely responsible for maintaining the

confidentiality of your password and account and all activities that occur under Your account. You agree that you will not use the Service in a manner that (a) is false or misleading; (b) is defamatory, derogatory, degrading, or harassing or another; (c) invades or violates another’s privacy or intellectual property rights; (d) is obscene or not in good taste; or (e) is unlawful or otherwise not proper in the context for which access was granted

**XIII. Contact Information.** If You have any questions or comments about this Privacy Policy, please contact Us at 833-438-6546 or support@olio.health.

**XIV. Revision History**

| <b>Version</b> | <b>Date</b> | <b>Comment</b>                   | <b>Revised by</b> | <b>Approved by</b> |
|----------------|-------------|----------------------------------|-------------------|--------------------|
| 1.0            | 11/16/2020  | Initial release                  | Pondurance        | Sean Lavies        |
| 2.0            | 06/01/22    | Updates with new office security | Legal Dept        | Sean Lavies        |
| 3.0            | 09/28/23    | Annual Review                    | Nicole Sigler     | Sean Lavies        |
| 4.0            |             |                                  |                   |                    |