

Attachment A – Examples of Wellness Programs that Collect Personal Health Information from Other Sources, Including Medical Records and Insurance Claims

This attachment includes examples of Terms of Use and Privacy policies of several major vendors of workplace wellness programs. The Terms and Privacy policies of the first vendor are included in their entirety to show the length and complexity; some relevant passages are highlighted. For space considerations, excerpts from Terms of Use and Privacy policies of other vendors are shown, although links to full documents are provided.

HealthMine

The [HealthMine](#) wellness vendor promises prospective clients that it collects “terabytes of individual health data - claims, lab, pharmacy, health and biometric assessment, and wearable/activity tracker stats”

Terms of Use and Privacy links state that using the site constitutes agreement to all HealthMine terms and its privacy policy. This includes authorization to collect medical records and claims data, to use personal information for marketing purposes, and to share personal health information with HealthMine Partners.

HealthMine privacy and terms

<http://www.healthmine.com/privacy-policy/>

Privacy Policy

This Privacy Policy is incorporated by reference into the HealthMine Terms of Use. The terms “**HealthMine**,” “**we**,” and “**us**” include HealthMine, Inc. and our affiliates and subsidiaries. This Privacy Policy explains how HealthMine may: collect, use, and disclose information we obtain through the “Service.”

As part of providing the Service, HealthMine transmits, processes, and maintains data for health plans and health plan sponsors that use this Service. Such information will be held subject to the requirements specified by them and in accordance with our contracts with them and applicable law. This Privacy Policy does not reflect the privacy practices of the health plans and health plan sponsors, and we are not responsible for their privacy policies or practices. HealthMine does not review, comment upon, or monitor health plans’ or health plan sponsors’ privacy policies or their compliance with their respective privacy policies, nor do we review health plans’ or health plan sponsors’ instructions with respect to our processing of information to determine whether such instructions are in compliance or conflict with the terms of their published privacy policies.

“Personal Information” can be used to readily identify, contact, or locate you.

“**Personal Information**” means information that alone or when in combination with other information may be used to readily identify, contact, or locate you, such as: name, address, email address, or phone number. Personal Information also includes associated health-related information. We do not consider Personal Information to include information that has been anonymized so that it does not allow a third party to easily identify a specific individual.

The Service Collects Your Information

We collect Personal Information:

- when you register to use the Service;
- from employers and health plans;
- when you use the Service;
- from your device, such as location information; and
- when you communicate with us.

We also collect information, such as anonymous usage statistics, by using cookies, server logs, and other similar technology as you use the Service.

Registration and Account Information. You must have an account to use the Service. To create an account, you may need to provide Personal Information, such as your name, date of birth, group number, member

number, email address, and a password. You may also provide other optional information, such as your address so we can send you rewards.

Your Use of the Service. We collect information you provide through the Service. For example, when you submit information in a health risk assessment or community forums or otherwise interact with other users, the Service will collect the information you provide in such submissions, including any Personal Information.

From Employers and Health Plans. Health plans and health plan sponsors may provide information, including Personal Information, to the Service about their members and personnel. When providing the Service, we maintain Personal Information collected or provided by health plans and health plan sponsors using the Service according to their instructions. It is the health plans' and health plan sponsors' responsibility to ensure that the information they submit to the Service is collected and used in compliance with applicable law, including, for example, by providing the appropriate level of notice to individuals.

Making Payments. When you make payments through the Service, you may need to provide financial account information, such as your credit card number, to our third-party service providers. We do not collect or store such information, though we may receive summary information about a transaction that does not include credit card or bank account numbers.

Customer Support. We may collect Personal Information through your communications with our customer-support team.

Location Information from Your Mobile Device. We may collect and store your precise location information if your device settings are enabled to send it to us. Collection of this information may improve the provision of the Service.

Cookies, Automatic Data Collection, and Related Technologies. The Service collects and stores information that is generated automatically as you use it, including your preferences and anonymous usage statistics. When we associate such information with Personal Information, we will treat the combination as Personal Information.

When you use the Service, we and our third-party partners, such as analytics providers, use "cookies" and other similar technologies to collect information about how the Service is used. Our partners also may collect information about your online activities over time and on other websites or apps. When they provide such services, they are governed by their own privacy policies. You may be able to change browser settings to block and delete cookies when you access the Service through a web browser. However, if you do that, the Service may not work properly.

By using the Service, you are authorizing us to gather, parse, and retain data related to the provision of the Service.

How HEALTHMINE Uses Your Information

We use Personal Information to:

- facilitate and improve our services; and
- communicate with you.

We may use aggregate information for any purpose, including for marketing purposes.

Internal and Service-Related Usage. We use information, including Personal Information, for internal and service-related purposes and may provide it to third parties to allow us to facilitate the Service. We may use and retain any data we collect to provide and improve any of our services.

Communications. We may send email to the email address you provide to us or push notifications to your mobile device if they are enabled on your device to verify your account and for informational and operational purposes, such as account management, customer service, or system maintenance.

Marketing. We may use information, including Personal Information, to provide online advertising on the Service and to send push notifications with information we think may be useful or relevant to you.

Aggregate Data. We may anonymize or aggregate data collected through the Service and use it for any purpose.

HEALTHMINE May Disclose Your Information

We may share your Personal Information:

- with our third-party vendors and service providers;
- to comply with legal obligations;
- to protect and defend our rights and property; and
- with your permission.

We do not rent, sell, or share Personal Information about you with other people or nonaffiliated companies for their direct marketing purposes, unless we have your permission.

We Use Vendors and Service Providers. We may share any information we receive with vendors and service providers retained in connection with the provision of the Service. For example, we partner with organizations that can provide educational information about health conditions, and we may provide information, including Personal Information to them, so they can provide you with relevant information. When we provide protected health information to such vendors, we require that they sign a business associate agreement limiting their use and disclosure of such information. We also may need to provide information, including Personal Information, to facilitate reward fulfillment.

Displaying to Other Users. The content you provide to the Service may be displayed on the Service. For example, other users of the Service may be able to see some information about you when you post to public areas of the Service by using the community and sharing features. We are not responsible for the privacy practices of the other users who will view and use the posted information.

Displaying or Disclosing to Employers and Health Plans. The information you provide to the Service may be displayed on the Service or otherwise disclosed to the health plans and health plan sponsors connected to your account. Your health plans and health plan sponsors (including their staff) may have access to your account information, including your Personal Information. We are not responsible for the privacy practices of the others who will view and use the information through the Service.

Marketing. We do not rent, sell, or share Personal Information about you with other people or nonaffiliated companies for their direct marketing purposes, unless we have your permission. We may allow access to other data collected by the Service to enable the delivery of online advertising on the Service, or otherwise facilitate transmittal of information we think may be useful or relevant to you.

Legal and Similar Disclosures. We may access, preserve, and disclose collected information, if we believe doing so is required or appropriate to: comply with law enforcement requests and legal process, such as a court order or subpoena; respond to your requests; or protect your, our, or others' rights, property, or safety.

Merger, Sale, or Other Asset Transfers. If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, sale of company assets, or transition of service to another provider, your information may be sold or transferred as part of such a transaction as permitted by law and/or contract. We cannot control how such entities may use or disclose such information.

With Your Permission. We may also disclose your Personal Information with your permission.

INFORMATION Security

We take steps to ensure that your information is treated securely and in accordance with this Privacy Policy. Unfortunately, the Internet cannot be guaranteed to be 100% secure, and we cannot ensure or warrant the security of any information you provide to us. We do not accept liability for unintentional disclosure.

We may provide our services to employers and health plans subject to HIPAA, and when we process "protected health information" as defined by HIPAA on behalf of them, we are acting as a "business associate" to them as regulated by HIPAA. Therefore, we must adopt and maintain appropriate physical, technical, administrative, and organizational procedures to safeguard and secure the protected health information we process. We also may not access, use, or disclose the protected health information except as permitted by health plans and health plan sponsors, you, and/or applicable law. We strive to protect the privacy of the Personal Information the Service processes, and to avoid inadvertent disclosure.

By using the Service or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Service. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Service or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please notify us at ITSupportTeam@healthmine.com.

Children's Privacy

We do not knowingly collect information from children under 13. We will take steps to delete it if we learn we have collected it.

We do not knowingly collect, maintain, or use personal information from children under 13 years of age, and no part of the Service is directed to children under the age of 13. If you learn that your child has provided us

with personal information without your consent, you may alert us at ITSupportTeam@healthmine.com. If we learn that we have collected any personal information from children under 13, we will promptly take steps to delete such information and terminate the child's account.

international users

By using the Service, you will transfer data to the United States.

If you are visiting from the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your information to the United States and processing globally. By providing your information you consent to any transfer and processing in accordance with this Privacy Policy.

UPDATE YOUR INFORMATION OR POSE A QUESTION OR SUGGESTION

If you would like to update or correct any information that you have provided to us through your use of the Service or otherwise, or if you have suggestions for improving this Privacy Policy, please send an email to ITSupportTeam@healthmine.com.

CHANGES TO OUR PRIVACY POLICY AND PRACTICES

We may revise this Privacy Policy, so review it periodically.

Posting of Revised Privacy Policy. We will post any adjustments to the Privacy Policy on this web page, and the revised version will be effective when it is posted. If you are concerned about how your information is used, bookmark this page and read this Privacy Policy periodically.

New Uses of Personal Information. From time to time, we may desire to use Personal Information for uses not previously disclosed in our Privacy Policy. If our practices change regarding previously collected Personal Information in a way that would be materially less restrictive than stated in the version of this Privacy Policy in effect at the time we collected the information, we will make reasonable efforts to provide notice and obtain consent to any such uses as may be required by law.

Contact Information

HealthMine, Inc.
2929 Campus Drive
Suite 405
San Mateo, CA 94403
ITSupportTeam@healthmine.com
Effective Date: **August 3, 2015**
Last Updated Date: **August 3, 2015**

<http://www.healthmine.com/terms-use/>

Terms of Use

HealthMine Terms of Use

Welcome, and thank you for your interest in HealthMine, Inc. ("**HealthMine**", "**we**," or "**us**") and our Web site at www.healthmine.com (the "**Site**"), as well as all related web sites, networks, embeddable widgets, downloadable software, mobile applications (including tablet applications), and other services provided by us and on which a link to these Terms of Use is displayed (collectively, together with the Site, the "**Service**"). These Terms of Use are a legally binding contract between you and HealthMine regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. **BY CLICKING "I ACCEPT" OR OTHERWISE USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE HEALTHMINE PRIVACY POLICY (COLLECTIVELY, THESE "TERMS").** If you are not eligible, or do not agree to these Terms, then please do not use the Service.

These Terms of Use provide that all disputes between you and HealthMine will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT A JUDGE OR JURY and your claims cannot be brought as a class action. Please review Section 22 below for the details regarding your agreement to arbitrate any disputes with HealthMine.

1. **HealthMine Service Overview.** HealthMine provides a Personal Clinical Engagement (“PCE”) technology platform **that seamlessly integrates with any health insurance carrier or employer-sponsored plan and automatically brings together comprehensive clinical data and lifestyle and disease management tools into a personalized health portal that is accessible on any modern mobile device or Internet web browser.** HealthMine’s PCE platform (i) automatically updates medical claims, pharmacy claims, biometric and lab results, activity tracker data, smart scale data and more, (ii) delivers access to deductible status, out-of-pocket tabs, authorization requirements and more, (iii) provides personalized health goals and recommendations synchronized with rewards and other incentives, and (iv) delivers real-time updates of progress to measure, monitor and improve health.
2. **For Educational and Informational Purposes Only.** The Service provides information, not medical, legal, or psychological advice, diagnoses, or treatment. The Service may provide helpful health-related information, but it is not intended to substitute for professional advice, diagnoses, or treatment, or your judgment. You acknowledge that all of the information and content on the Service is provided “as is” for educational and informational purposes only. You assume full risk and responsibility for the use of or reliance on information you obtain from or through the Service.
3. **No Patient or Client Relationship.** Your use of the Service does not create a patient or client relationship with HealthMine. You should consult with qualified health professionals who are familiar with your individual medical needs concerning your specific medical issues.
Never disregard professional advice or delay in seeking it because of information you read on the Service.
4. **Medical Emergency.** IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. We do not recommend or endorse any provider of health care or health-related products, tests, opinions, procedures, items, or services.
5. **Eligibility.** You must be at least eighteen (18) years of age to use the Service. By agreeing to these Terms, you represent and warrant to us: (i) that you are at least eighteen (18) years of age; (ii) that you have not previously been suspended or removed from the Service; and (iii) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization.
6. **Accounts and Registration.** To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself (such as your e-mail address or other contact information). You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at ITSupportTeam@healthmine.com.
7. **Payment.** Access to the Service, or to certain features of the Service, may require you to pay fees. Before you are required to pay any fees, you will have an opportunity to review and accept the applicable fees that you will be charged. All fees are in U.S. Dollars and are non-refundable. HealthMine may change the fees for the Service or any feature of the Service, including by adding additional fees or charges, on a going-forward basis at any time. HealthMine will charge the payment method you specify at the time of purchase. You authorize HealthMine to charge all sums described herein to such payment method. If you pay any applicable fees with a credit card, HealthMine may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.
8. **User Content**
 - **User Content Generally.** Certain features of the Service may permit users to post content, including messages, reviews, photos, video, images, folders, health-related, wearable, and other data, text, and other types of works (collectively, “**User Content**”) and to publish User Content on the Service. *You retain copyright and any other proprietary rights that you may hold in the User Content that you post to the Service.*
 - **Limited License Grant to HealthMine.** By posting or publishing User Content, you grant HealthMine a worldwide, non-exclusive, royalty-free right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify, and distribute your User

Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed). Any such use of your User Content by HealthMine may be without any compensation paid to you.

- **Limited License Grant to Other Users.** By posting and sharing User Content with another user of the Service, you hereby grant that user a non-exclusive license to access and use such User Content as permitted by these Terms and the functionality of the Service.
- **User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting and publishing User Content, you affirm, represent, and warrant that:
 - you are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize HealthMine and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section 8 and in the manner contemplated by HealthMine and these Terms; and
 - your User Content, and the use thereof as contemplated herein, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or (ii) slander, defame, or libel any third-party.
 - **User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. HealthMine may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against HealthMine with respect to User Content. We expressly disclaim any and all liability in connection with User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, HealthMine does not permit copyright-infringing activities on the Service.

9. **Digital Millennium Copyright Act**

- **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints with respect to material posted on the Service, you may contact our Designated Agent at the following address:
HealthMine, Inc.
2929 Campus Drive, Suite 405
San Mateo, CA 94403
E-mail: copyright@HealthMine.com

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of the material that you claim is infringing and where it is located on the Service;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
 - **Repeat Infringers.** HealthMine will promptly terminate without notice the accounts of users that are determined by HealthMine to be "repeat infringers." A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had User Content removed from the Service more than twice.

7. **Prohibited Conduct.** BY USING THE SERVICE YOU AGREE NOT TO:
- use the Service for any illegal purpose, or in violation of any local, state, national, or international law;
 - violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party intellectual property rights;
 - post, upload, or distribute any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
 - interfere with security-related features of the Service, including without limitation by (i) disabling or circumventing features that prevent or limit use or copying of any content, or (ii) reverse engineering or otherwise attempting to discover the source code of the Service or any part thereof except to the extent that such activity is expressly permitted by applicable law;
 - interfere with the operation of the Service or any user's enjoyment of the Service, including without limitation by (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, (ii) making unsolicited offers or advertisements to other users of the Service, (iii) attempting to collect, personal information about users or third parties without their consent; or (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Service, or violating the regulations, policies, or procedures of such networks, equipment, or servers;
 - perform any fraudulent activity including impersonating any person or entity, claiming false affiliations, accessing the Service accounts of others without permission, or falsifying your age or date of birth;
 - sell or otherwise transfer the access granted herein or any Materials (as defined in Section 16 below) or any right or ability to view, access, or use any Materials; or
 - attempt to do any of the foregoing in this Section 10, or assist or permit any persons in engaging or attempting to engage in any of the activities described in this Section 10.
8. **Third-Party Services and Linked Websites.** HealthMine may provide tools through the Service that enable you to export information, including User Content, to third party services, including through features that allow you to link your account on HealthMine with an account on the third party service. By using these tools, you agree that we may transfer such information to the applicable third-party service. Such third party services are not under our control, and we are not responsible for their use of your exported information. The Service may also contain links to third-party websites. Such linked websites are not under our control, and we are not responsible for their content.
9. **Rewards.** The Service may incentivize you to engage in certain wellness activities by providing you with opportunities to win rewards ("**Rewards**") through promotions offered through the Service ("**Promotions**"). No purchase is necessary to participate in any Promotions. Promotions are void where prohibited, restricted by law, or where registration or bonding requirements exist. Rewards are non-transferable. Rewards may be subject to third-party terms and conditions. No substitutions are permitted, except that HealthMine or the Promotion's sponsor, as applicable, reserves the right to substitute a Reward of equal or greater monetary value for any Reward displayed on the Promotion's info page. The winner of a Promotion will be responsible and liable for any federal, state, and local taxes on the value of their Reward as well as any other costs not specifically indicated to be paid by HealthMine or Promotion sponsor on the Promotion's info page. Any person attempting to defraud or in any way tamper with any Promotion will be ineligible for Rewards and may be prosecuted under the law. HealthMine reserves the right to modify this Section 12 in any way or at any time. HealthMine reserves the right, in its sole discretion, to shorten, extend, modify, cancel or suspend any Promotion in its sole discretion at any time and without notice.
10. **Termination of Use; Discontinuation and Modification of the Service.** If you violate any provision of these Terms, your permission to use the Service will terminate automatically. Additionally, HealthMine, in its sole discretion may terminate your user account on the Service or suspend or terminate your access to the Service at any time, with or without notice. We also reserve the right to modify or discontinue the Service at any time (including, without limitation, by limiting or discontinuing certain features of the Service) without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to

or use of the Service. You may terminate your account at any time by contacting customer service at ITSupportTeam@healthmine.com. If you terminate your account, you will remain obligated to pay all outstanding fees, if any, relating to your use of the Service incurred prior to termination.

11. **Privacy Policy; Additional Terms**

- **Privacy Policy.** Please read the HealthMine Privacy Policy carefully for information relating to our collection, use, storage and disclosure of your personal information. The HealthMine Privacy Policy is hereby incorporated by reference into, and made a part of, these Terms.
- **Additional Terms.** Your use of the Service is subject to any and all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to on the Service (the “**Additional Terms**”), such as end-user license agreements for any downloadable applications that we may offer, or rules applicable to particular features or content on the Service, subject to Section 15 All such Additional Terms are hereby incorporated by reference into, and made a part of, these Terms.

12. **Changes to the Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. In the event that a change to these Terms materially modifies your rights or obligations, we will make reasonable efforts to notify you of such change. We may provide notice through a pop-up or banner within the Service, by sending an email to any address you may have used to register for an account, or through other mechanisms. Additionally, if the changed Terms materially modify your rights or obligations, we may require you to provide consent by accepting the changed Terms. If we require your acceptance of the changed Terms, changes are effective only after your acceptance. If you do not accept the changed Terms, we may terminate your access to and use of the Service. All other changes are effective upon publication of the changed Terms. Disputes arising under these Terms will be resolved in accordance with the Terms in effect that the time the dispute arose.

13. **Ownership; Proprietary Rights.** The Service is owned and operated by HealthMine. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (the “**Materials**”) provided by HealthMine are protected by all relevant intellectual property and proprietary rights and applicable laws. All Materials contained in the Service are the property of HealthMine or our third-party licensors. Except as expressly authorized by HealthMine, you may not make use of the Materials. HealthMine reserves all rights to the Materials not granted expressly in these Terms.

14. You agree that you will be responsible for your use of the Service, and you agree to defend, indemnify, and hold harmless HealthMine and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (collectively, the “**HealthMine Entities**”) from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys’ fees and costs, arising out of or in any way connected with (i) your access to, use of, or alleged use of the Service; (ii) your violation of these Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with our defense of such claim.

15. **Disclaimers; No Warranties**

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE (INCLUDING REWARDS) ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE HEALTHMINE ENTITIES SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (ii) ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE HEALTHMINE ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PART THEREOF, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE ON OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE HEALTHMINE ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALINGS WITH OTHER SERVICE USERS, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE SERVICE) OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF SUCH MATERIALS OR CONTENT. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

9. Limitation of Liability

IN NO EVENT WILL THE HEALTHMINE ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE HEALTHMINE ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

YOU AGREE THAT THE AGGREGATE LIABILITY OF THE HEALTHMINE ENTITIES TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF RELATING TO THE USE OF OR ANY INABILITY TO USE THE SERVICE (INCLUDING ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE) OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF (i) THE AMOUNTS YOU HAVE PAID TO HEALTHMINE FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE CLAIM OR (ii) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 19 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- 1. Governing Law.** These Terms shall be governed by the laws of the State of Texas without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and HealthMine agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Dallas County, Texas for the purpose of litigating all such disputes. We operate the Service from our offices in California, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
- 2.** These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and HealthMine regarding your use of and access to the Service, and except as expressly permitted above may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice. The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of these Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of these Terms,

any provision that by its nature or express terms should survive will survive such termination or expiration, including, but not limited to, Sections 2, 7, and 9 through 23.

3. **Dispute Resolution and Arbitration**

- **Generally.** In the interest of resolving disputes between you and HealthMine in the most expedient and cost effective manner, you and HealthMine agree that any and all disputes arising in connection with these Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND HEALTHMINE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- **Exceptions.** Notwithstanding subsection 1, we both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief or other provisional relief in aid of arbitration from a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.
- **Arbitrator.** Any arbitration between you and HealthMine will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting HealthMine.
- **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail (“**Notice**”). HealthMine’s address for Notice is: HealthMine, Inc., 2929 Campus Drive, Suite 405, San Mateo, CA 94403. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“**Demand**”). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or HealthMine may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or HealthMine shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, HealthMine shall pay you (i) the amount awarded by the arbitrator, if any, (ii) the last written settlement amount offered by HealthMine in settlement of the dispute prior to the arbitrator’s award; or (iii) \$1,000.00, whichever is greater.
- **Fees.** In the event that you commence arbitration in accordance with these Terms, HealthMine will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in Dallas County, Texas, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If 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 Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse HealthMine for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The

arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

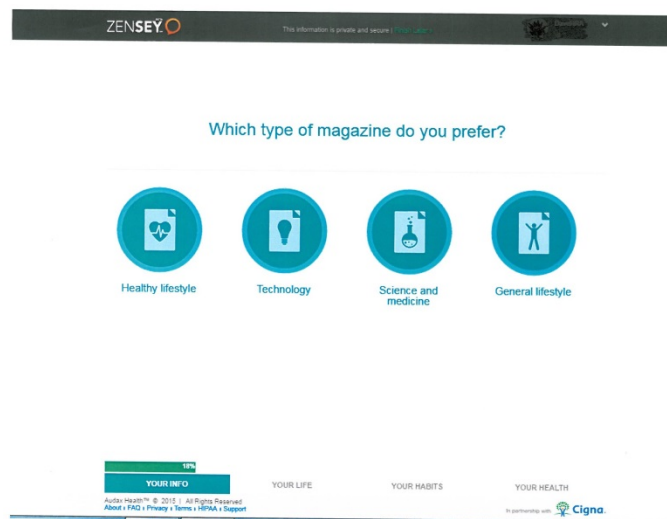
- **No Class Actions.** YOU AND HEALTHMINE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and HealthMine agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
 - **Modifications.** In the event that HealthMine makes any future change to this arbitration provision (other than a change to HealthMine's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to HealthMine's address for Notice, in which case your account with HealthMine shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject shall survive.
 - **Enforceability.** If Subsection 6 is found to be unenforceable or if the entirety of this Section 22 is found to be unenforceable, then the entirety of this Section 22 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 20 shall govern any action arising out of or related to these Terms.
4. **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.
 5. **Contact Information.** The services hereunder are offered by HealthMine, Inc., located at 2929 Campus Drive, Suite 405, San Mateo, CA 94403. You may contact us by sending correspondence to the foregoing address or by emailing us at ITSupportTeam@healthmine.com. If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to the foregoing address with your electronic mail address and a request for these Terms.

Zensey/Audax

Zensey/Audax is a subsidiary of Optum , a health IT division of United HealthCare.

The Zensey Terms of Use and Privacy links indicate that the vendor can access other information about participants, including information that may be stored in Microsoft HealthVault, and that it can share personal information with its partners, subsidiaries, and third party vendors. Terms of Use also specify that individuals agree to all terms and authorize disclosures through the act of using the website.

Also of note, a question in the Zensey wellness Health Risk Assessment asks about individuals' magazine preferences:



<https://www.zensey.com/corporate/terms>

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This is a legally binding agreement between you and <Audax Health Solutions, Inc.> ("we", "us" or "our"). We also refer to ourselves in these Terms of Service as "Zensey" (one of our premier brand names). Any references to "you" or "your" in these Terms of Service will mean the person (whether an individual or entity) using this Site. BY USING THE SITE OR ANY OF THE SERVICES, OR BY REGISTERING AS A MEMBER OF THIS SITE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE, YOU ARE NOT AUTHORIZED TO USE THIS SITE IN ANY WAY.

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Social Networks and other Affiliate Sites. In using certain Services, you authorize us to act on your behalf to access and interact with social networking sites such as Facebook and Twitter (any such site, a "SN Site") and other affiliate sites such as Microsoft Corporation's HealthVault to retrieve information from, and/or submit information to, such SN Sites at your request. We will not collect your username and password, and we will instead store the unique authorization code (or a "token") provided to us by the SN Site to access it on your behalf. You can revoke our access to an SN Site at any time by amending the appropriate settings from within your account settings on that site. You should note that an SN Site may change or amend its guidelines and our access to it at any time, and we cannot guarantee that our Services will always include a connection to such SN Site.

Although Microsoft Corporation's HealthVault is not a social networking website, we interact with HealthVault in the same manner as we do SN Sites and, consequently, the foregoing paragraph applies to your use of HealthVault through the Site and Services. Additionally, you may only use the Site or Services to access online accounts with HealthVault that you have the right to access. Please be aware that neither we nor Microsoft offer HealthVault as a medical record, medical case management or similar system. Microsoft may, if necessary, suspend connectivity between our Site and Services and HealthVault to maintain its commitments such as security, privacy and integrity of HealthVault for end-users. We do not control the operation or availability of HealthVault. Microsoft can also change or amend its guidelines and our access to HealthVault at any time, and we cannot guarantee that our Services will always include a connection to HealthVault. **You expressly authorize us to use any information we collect from HealthVault in accordance with our Privacy Policy.**

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Notices and Agreement to Be Bound by Electronic Signature. **Your affirmative act of using this Site or any Services, or registering for membership, constitutes your electronic signature to these Terms of Service and your consent to enter into agreements with us electronically.** You also agree that we may send to you in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the Services (collectively, "Notices"). We can send you electronic Notices (1) to the email address that you provided to us during registration, (2) to any email account you open with a Service, or (3) by posting the Notice on the applicable Service or otherwise through the Site. The delivery of any Notice from us is effective when sent by us, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by notifying us in writing via email to info@zensey.com or as otherwise expressly provided by us in writing. All contracts completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing.

<https://www.zensey.com/corporate/hipaa>

AUTHORIZATION FOR USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

You hereby voluntarily authorize the use and disclosure of your protected health information, as described herein, by Audax Health Solutions, LLC and its affiliates, subsidiaries, and third party vendors acting on its behalf (collectively, "Audax") and your health care providers, health insurers or health plans, and their contractors that contract with Audax, as applicable (collectively, "Partners"), in connection with Audax's provision of products and services through websites and mobile applications to you and other users ("Users") now and in the future (collectively, "Services") for the following purposes:

1. For Audax to, and the Partners to permit Audax to, retain, use and disclose your protected health information to continue to provide Services to you and as otherwise set forth in this Authorization after the occurrence of any of the following events: (a) the termination of your receipt of health benefits or services from a Partner; (b) the termination of the contractual relationship between two Partners; and (c) the termination of the contractual relationship between Audax and a Partner.
2. For Audax to use and disclose your protected health information in connection with a merger, acquisition or sale of all or a portion of Audax's or its parent company's assets that involves an entity that is not a HIPAA Covered Entity and will not become a HIPAA Covered Entity following such merger, acquisition or sale.

The protected health information (as that term is defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) used and disclosed by Audax and Partners may include, but is not limited to, identifiable information about: (a) your physical or mental health or condition, such as diagnoses, test results, and health risk assessment scores and answers; (b) the provision of health care to you, such as treatments, prescription medications, and tests; and (c) payment for the provision of health care to you, such as claims information relating to your health care coverage with a Partner. Protected health information may include information that is created both before and after the date of this Authorization.

Your consent to this Authorization (which may be electronic) means that you understand and agree to the following:

- Your protected health information may be protected by law. **Your protected health information that is disclosed under this Authorization may be re-disclosed by the recipient and no longer protected by federal privacy regulations.**
- Audax will not condition your treatment, payment, enrollment, or eligibility for benefits, but we may condition the Services, on whether you agree to this Authorization.
- You may receive a copy of this Authorization if you ask for it in writing addressed to Audax's Privacy Officer at the address listed below.
- This Authorization will expire upon the ultimate deactivation, for any reason, of your account for the Services. You may revoke this Authorization at any time by notifying Audax's Privacy Officer in writing at the address below. Revoking this Authorization will not have any effect on actions that Audax or any of the Partners took in reliance on the Authorization before it received notice of your revocation.

Audax Health Solutions, LLC
Attn: Privacy Officer
3000 K Street NW Suite 350
Washington, DC 20007
email: info@zensey.com

Revised May 21, 2015

Redbrick

This workplace wellness vendor also obtains passive agreement to all terms of use and the privacy policy, which includes authorization to obtain participants' medical records, claims data, other "sync" data from wearable devices and GPS devices, and to share this information with its partners.

<https://home.redbrickhealth.com/terms/>

Terms of Use

Last updated June 2009

*****IMPORTANT, PLEASE READ THESE TERMS OF USE CAREFULLY.**

Welcome to <https://www.redbrickhealth.com> (the "Site"). RedBrick Health Corporation ("RedBrick Health", "we", "our" or "us") provides this Site for your personal use conditioned on your acceptance of these Terms of Use. **By accessing and using this Site you are agreeing to these Terms of Use. If you do not agree to these Terms of Use, please leave this Site.**

We reserve the right to change these Terms of Use, in our sole discretion, at any time. By continuing to use this Site after such changes are posted, you agree to be bound by the changes.

Please also review our Privacy Policy as it contains important information regarding the collection, the ability to disclose and the protection of your information (agreement to these Terms of Use includes agreement to our Privacy Policy), and the Online Terms of Service, as they set forth the terms of service which may apply if your employer or the employer of the person to whom you are a dependant, has agreed to purchase certain services from us.

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<https://home.redbrickhealth.com/privacy/>

Privacy Policy

Last updated: 21 May 2014

This is RedBrick Health Corporation's Privacy Policy. It applies to anyone who uses our Services either online (via www.redbrickhealth.com), in person, over the phone or via hard copy documents. Please read this Privacy Policy, which among other things, describes how RedBrick Health Corporation ("we," "our" or "us") collects, uses, protects and under what circumstances discloses your information.

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1. Will This Privacy Policy Change?

Yes. Every participant should read and understand the following key points about any changes we make. **We may modify, alter or update our Privacy Policy at any time**, so we encourage you to review our Privacy Policy frequently.

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2. Why Do We Collect Information About You?

We collect information about you in order to determine your eligibility for our Services, to provide you with our Services and for us to tailor our Services for you. Information may include personal information like your name, address, gender, health habit information like how much exercise you get, biometric screening values like your cholesterol measurement, your health goals, and information about how you changed your health habits as a result of the Service you experienced.

We use the information collected from you to tailor our products to your specific needs. One such example would be the program recommendations we make from the answers you provide when taking a health assessment. Other examples would be collecting and then using your preferred communication method(s) and your preferred name.

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4. Where Do We Get Information About You?

We collect information about you from several sources.

You:

- Provide us or our partners with any information.
- Use any of our online Services.
- Choose to complete surveys or questionnaires.
- Participate in any of the phone or onsite Services.

Your Sponsor

- **Depending on the services your Sponsor has selected, we may collect medical- or pharmacy-related claims information from your insurer(s) at the direction of your Sponsor.**
- Your Sponsor may provide personal information that may include your name, date of birth, gender, postal address, telephone number, email address, social security or other unique identifier, marital status, language spoken.

Our Partners

- **Upon your prior approval, Partners who provide biometric testing services will share those results with us.**
- **Upon your prior approval, Partners who provide other lab testing services will share those results with us.**
- **Upon your authorization and syncing, Partners who provide device and mobile app services will share those data with us.**

Your Health Care Provider

- **Your health care provider from whom we may obtain your Personal Health Information upon your request and only with your prior approval.**

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Our Sync Partners

You can see an up-to-date list of all of our Sync Partners on our web portal. **Upon your prior approval, our Sync Partners will share your information with us. This information could be any information related to the physical device you use with their service and any of the needed information for uniquely identifying you.**

Our Sync Partners are not provided any data held by RedBrick. Redbrick also has no control over the agreement you sign when you sign up for their services. Each of these Sync Partners has their own Privacy Policies and their own Terms of Service. You need to review their documents for how they handle your information.

5. Where will we keep your data?

Your data will be kept in the United States in one of our data centers.

6. Do We Share Information We Have About You?

Yes. We will disclose information we have about you in order to provide you with our Services. We will share your personal information with third parties only in the ways that are described in this privacy policy. Disclosures will only be made to entities that are legally entitled to the data and are contractually committed to protect the data in accordance with all regulatory and contractual requirements.

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Disclosure To Our Business Partners

We enter into agreements with our trusted business partners to assist us in providing you with our health and wellness services. **These business partners are authorized to use your personal information only as necessary to provide these services to us.** We require these business partners to protect your Personal Information (including your Personal Health Information) and to comply with the HIPAA Privacy & Security Rules along with other applicable laws or regulations. To ensure this occurs, we check our partners on an annual basis to verify their programs meet our requirements, which meet or exceed regulatory and/or contractual requirements.

Disclosure To Sponsors

In the United States (U.S.) we may share Personal Health Information relating to group health plans with the plan sponsors for plan administration purposes and/or coordination of your care. Unless the plan sponsors are permitted to obtain such Personal Health Information under U.S. law, we will de-identify such Personal Health Information before providing it. De-identified information is data that has been separated from information that would tie it to a particular individual. When provide them with access to your information, we ensure we provide them with only the minimum information necessary to satisfy the original need for the data.

Disclosure To Employer

We will not share your individually identifiable Personal Health Information with your employer for employment-related purposes. Unless an employer has a legal right to obtain your Personal Health Information, we will de-identify such Personal Health Information before providing it to your employer.

Disclosure For Marketing Purposes

We **do not** permit advertising. We **do not** sell and **will not** give your individually identifiable information to anyone other entity for any marketing purpose. We will use your information to communicate with you about our Services that are available to you as a benefit under your health plan.

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7. Do I Have Choices Related To My Personal Data?

You have the ability to “Opt Out” of communications from us or our partners if you wish, by changing your communication preferences under your “Profile,” but this will limit our ability to support you when or if you have questions. It will also limit our ability to provide you with important updates from us, and potentially your Sponsor, about changes or deadlines in your programs.

You may also tell us you do not want your data shared with us or our partners, and we will honor any such request, but if you choose this option we will not be able to provide you with any of our Services.

<https://home.redbrickhealth.com/partners/>

RedBrick Partners

Our platform is open for business.

You want a simpler experience, fewer vendors to manage, and better engagement. We can help. We partner with a growing array of leading organizations certified as RedBrick Ready. We help you achieve better returns on your investment in these services by integrating them into our broadly engaging wellness experience.

Let us help you bring it all together for you and your consumers.

Solution Partners

Thinking about adding price transparency? Telemedicine? A second medical opinion? Wondering how to bring it all together? Here are solution partners that come pre-integrated with the RedBrick Platform as plug-ins. They help you expand your focus from better health to smarter healthcare, using our engagement engine to create a better return on your investment.

advance|**medical**



Sync Partners

RedBrick Sync Partners — popular activity devices, weight scales, blood pressure cuffs, mobile apps and more — let you “BYO” data to the RedBrick experience. A growing array of popular RedBrick Ready apps and devices streamline data exchange so individuals can spend more time engaging in health and less time engaging in data entry. Sync Partners integrate with RedBrick Rewards, too.



Withings

RedBrick Inside

A growing number of partners have integrated RedBrick’s health engagement platform into their population and consumer health solutions. We are proud to collaborate with these strategic partners.



Interested in becoming RedBrick Ready? [Drop us a line.](#)