

These Terms of Use govern the use of the Website at Embarqhealth.com and any successor website thereto (collectively, the “Website”), the mobile application Embarq Health, LLC or Embarq (the “App”) and use of any services provided by Embarq Health, LLC (“Embarq”), by you or those who act on your behalf. The viewing of the Website and the App or the use of the services provided by the Website and the App by you or those who act on your behalf will constitute agreement by you and those who act on your behalf to all of the terms and conditions provided in these Terms of Use. All references to “you” or “your” below refer to you and those who act on your behalf.

ADDITIONAL TERMS AND CONDITIONS REFERENCED OR PROVIDED IN THESE TERMS OF USE OR THROUGHOUT THE WEBSITE OR THE APP GOVERN YOUR USE OF PARTICULAR FUNCTIONS, FEATURES, INFORMATION, APPLICATIONS, SERVICES AND PRODUCTS, IF ANY, AVAILABLE THROUGH THE WEBSITE AND THE APP.

Section 1. Use of the Website and the App

The Website is operated by Embarq Health, LLC to provide services for the benefit of its clients, patients, and providers and those acting on behalf of said clients, patients or providers. All references to “clients” refer to current and prospective clients (as appropriate). The Website, and access to the Website through the App, is also a reference source for Embarq Health, LLC clients, patients and providers. Any use of the Website or the App by any other person or entity for any other purpose is prohibited. Neither Embarq Health, LLC nor any of its members, shareholders, managers, directors, officers, employees, agents, independent contractors, representatives or attorneys bear any liability or responsibility for any such prohibited use.

A currently registered Embarq Health, LLC client, patient or provider may access advanced information and services through the Website and the App (e.g. historical records of sugar levels, dosages, etc. and information analysis of such records). Non-registered Website visitors may only access information of general interest.

YOU ACKNOWLEDGE THAT THE PURPOSE OF THE WEBSITE AND THE APP ARE TO PROVIDE INFORMATION ANALYSIS BASED UPON INFORMATION ENTERED BY YOU OR THOSE ACTING ON YOUR

BEHALF. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT Embarq Health, LLC IS NOT RESPONSIBLE FOR VERIFYING ANY OF THE ENTERED INFORMATION OR THE ACCURACY THEREOF, AND THAT ANY ERRORS IN THE DATA ENTRY MAY RESULT IN INACCURATE OR MISLEADING RESULTS OR REPORTS.

YOU ACKNOWLEDGE THAT THE INFORMATION ANALYSIS PROVIDED BY THE WEBSITE AND THE APP DOES NOT CONSTITUTE MEDICAL ADVICE, AND THAT YOU SHOULD NOT TAKE ANY ACTIONS BASED ON ANYTHING YOU MAY READ OR RECEIVE THROUGH THE WEBSITE OR THE APP. YOU SHOULD ONLY TAKE MEDICAL ADVICE FROM A COMPETENT MEDICAL PROFESSIONAL AND FOLLOW

THE GUIDANCE OF SUCH MEDICAL PROFESSIONALS THAT ARE FAMILIAR WITH YOUR UNIQUE CONDITION AND CIRCUMSTANCES. Embarq Health, LLC WILL NOT BE LIABLE FOR ANY ACTIONS, TREATMENTS, LIFESTYLE CHANGES OR RESULTS ARISING FROM OR RELATED TO ANY INFORMATION OBTAINED THROUGH THE WEBSITE OR THE APP.

Embarq Health, LLC may add services to the Website or the App for use by Embarq Health, LLC clients, patients or providers, or may change the existing services. Embarq Health, LLC may make said additions and changes at any time and from time to time with or without notice and for any reason. Your subsequent viewing or use of the Website and/or the App will constitute your agreement to said additions and changes. Any access to the Website or the App to obtain information by automated inquiry devices or programs (other than the App) is strictly prohibited. Using or attempting to use the Website to compete with Embarq Health, LLC or to interfere with its business is strictly prohibited. Embarq Health, LLC does not accept ideas, concepts, or techniques for new services or products through the Website. If such information is received, it will not be considered confidential nor proprietary, and Embarq Health, LLC will be free to use, communicate and exploit such information in any manner whatsoever.

Section 2. Termination of Access

Embarq Health, LLC may, in its sole and absolute discretion, discontinue, suspend or modify your or any other user's access to the Website or the

App (or any portion thereof) at any time with or without notice, and for any reason.

Section 3. Registration

In order to use the services on the Website or through the App, you will need to register on the Website and create a user account. By registering, you agree to provide accurate and current information about yourself, and further agree to maintain and promptly update your information. If any information provided by you is inaccurate or outdated, or if Embarq Health, LLC has reasonable grounds to suspect that such information is inaccurate or outdated, Embarq Health, LLC may suspend or terminate your registration and your or any other associated user's access to the Website or any portion thereof, or through the App any time with or without notice.

To register, you will select a password to accompany your user name. You may also provide a list of authorized third parties (each an "associated user") who you wish to have access to your account records, which list may be amended from time to time. Each associated user will also select a user name and password. Your user name and those of your associated users will be associated with your account. You are responsible for the confidentiality of said user names and passwords and for any and all activities and use of the Website by you or your associated users. Accordingly, you are required and hereby agree to immediately notify Embarq Health, LLC of any unauthorized use of any user name or password.

We suggest that as part of your processes to maintain the security of all user names and passwords, you ensure that you and those acting on your behalf log out from the Website or logout from the App immediately after concluding each visit. You may wish to avoid saving any user name or password on any computer or mobile device used to access the Website, especially if it is outside a secure environment.

Section 4. Website Changes, Updates, and Content

Embarq Health, LLC may, in its sole and absolute discretion at any time and from time to time with or without notice and for any reason, change or

update the Website and/or the App, and change, update or delete any content appearing or accessible on the Website or the App and add any content thereto, including without limitation information, graphics, service, products, features, functionality, and links (collectively, the "Content").

Section 5. Ownership of Website, App and Content; Copyrights and Trademarks

The Website, the App and the Content, are protected by United States and international copyright, trademark and other intellectual property laws. All rights in and to the Website, the App and the Content are reserved to Embarq Health, LLC. By allowing access to the Website and the App, Embarq Health, LLC is not conveying and does not convey to anyone any ownership rights in the Website, the App or in any Content. You are only granted a limited license to reproduce the Content on your computer or mobile device for the purpose of accessing the Website and using the features and services accessible thereon for legitimate purposes, and for the purpose of using the App. You are also granted a license to print reports and other information appearing on your computer screen in the course of using the features and services of the Website and the App.

No other permission is granted in any way to download, modify, reproduce, use, copy or distribute any of the Content. You may not replicate, duplicate, reverse engineer or modify any part of the Website functionality or the App functionality. Embarq Health, LLC makes no claim to ownership of the information or data entered by you on your account, and is not responsible for the accuracy of any information you provide. The Embarq Health, LLC logo and the MD Orb logo that appear on the Website and the App are service marks of Embarq Health LLC. No rights are granted to any use of such service marks or any other service mark or trademarks of Embarq Health, LLC. Other trademarks and service marks appearing in the Content are the property of their respective owners.

Section 6. Disclaimer of Warranties; Limitation of Liability

THE WEBSITE, THE APP, AND THE CONTENT ARE PROVIDED "AS IS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-

INFRINGEMENT, REGARDING THE WEBSITE, THE APP OR SUCH CONTENT OR YOUR ABILITY OR INABILITY TO USE THE WEBSITE, THE APP OR SAID CONTENT. YOU EXPRESSLY ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE, THE APP AND THE CONTENT IS AT YOUR SOLE RISK. NEITHER Embarq Health, LLC NOR ANY OF ITS MEMBERS, SHAREHOLDERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, REPRESENTATIVES OR ATTORNEYS WILL BE LIABLE TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES UNDER ANY THEORY OF LAW FOR ANY ERRORS IN, THE USE OF, OR INABILITY TO USE, THE WEBSITE, THE APP OR ANY CONTENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, FOR LOST BUSINESS OR FOR LOST DATA, OR DAMAGE TO ANY COMPUTER SYSTEMS, EVEN IF YOU HAVE ADVISED Embarq Health, LLC OR ANY OF ITS MEMBERS, SHAREHOLDERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, REPRESENTATIVES OR ATTORNEYS ABOUT THE POSSIBILITY OF SUCH DAMAGES.

BETA TESTING: YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITE AND THE APP ARE CURRENTLY UNDER DEVELOPMENT AND ARE PERIODICALLY UNDERGOING TESTING AND CHANGES, AND THAT YOUR USE OF THE WEBSITE AND/OR THE APP MAY BE

SUBJECT TO UNPLANNED INTERRUPTIONS AND ERRORS. As a beta user, you are encouraged to report any errors, defects or questions to support@embarqhealth.com Please include screenshots and any other relevant information, such as operating system, browser and other features about your system.

Section 7. Indemnification

You hereby release, and agree to indemnify and hold harmless Embarq Health, LLC and its members, shareholders, managers, directors, officers, employees, agents, independent contractors, representatives and attorneys from any and all claims, demands, causes of action, liabilities, damages, costs and expenses, including reasonable attorneys' fees, arising out of your use of or access to the Website, the App, or the Content.

Section 8. Links to Other Websites

The Website and the App may from time to time include links that would allow you to visit websites or apps owned and operated by parties other than Embarq Health, LLC . Such websites and apps and the companies to which they belong are not controlled by or related to any Embarq Health, LLC company. Embarq Health, LLC makes no representations or warranties nor undertakes any obligation or liability concerning any information, products or services provided or made available on such websites or apps or regarding the quality or acceptability of any persons or entities offering information, products or services, or otherwise referenced on any such websites. Embarq Health, LLC has not tested nor makes any representations regarding the correctness, performance or quality of any software found at any such websites. If you access a website other than the Website, it will be at your risk only.

Section 9. Export of Content and Use of Services

You assume all responsibility for compliance with all laws and regulations of the United States and any other country from which you may access the Website or use the App regarding access, use, export, re-export and import of any Content appearing on or available through the Website or through the App. You acknowledge and agree that you will not export, re-export or import any Content to any country to which export, re-export or import is restricted under United States law or regulations, that you are not a national of any such country, and that the Content will not be used in the design, development or production of nuclear, chemical or biological weapons. You further assume all responsibility for your use and the use by any associated user of any information, features or services through the Website or through the App.

Section 10. Controlling Law, Jurisdiction, Severability and Modification

These Terms of Use and your use of the Website, the App and the Content are governed by and construed in accordance with the laws of the United States and the State of Ohio, excluding its conflict of laws provisions. Any cause of action with respect to the Website, the App, the Content or these Terms of Use must be instituted within one year after the claim or cause of

action has risen or be barred and must be brought in a court of competent jurisdiction within Cuyahoga County, Ohio , US. If any provision in these Terms of Use is held or deemed to be entirely or partly invalid or unenforceable by a court of competent jurisdiction, these Terms of Use will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms of these Terms of Use. These Terms of Use may not be changed or modified without the written consent of Embarqhealth, llc .

Privacy Policy

(Updated October, 2022)

This Privacy Policy explains our use of information collected through the operation of MediOrbis.com and any successor websites thereto (collectively, referred to as the "Website"), as well as the mobile application Embarq Health, LLC or (collectively, the "App").

Embarq Health, LLC ("we," "us," "our") respects your privacy and is committed to protecting your personally identifiable information. We have adopted this Privacy Policy to explain what information may be collected on the Website and the App and how such information may be used and/or shared with others.

This Privacy Policy is subject to the Terms of Use posted on the Website ("Website Terms of Use"). Please return to this Privacy Policy from time to time, as it may be amended without notice. Any changes to this Privacy Policy will be effective immediately upon the posting of the revised Privacy

Policy. If you do not agree to the terms of this Privacy Policy, please do not use the Website. Each time you use the Website, you should check the date of this Privacy Policy (which appears above) and review any changes that have been made since your last visit.

1. Your Information and How We Use It

In no event or circumstance will Embarq Health, LLC ever receive any personal information unless and until said individual authorizes Embarq Health, LLC to receive his/her personal information. Embarq Health, LLC will collect your electronic health information only in order to provide services, as well as to help diagnose and treat health conditions, or as part of one of the following areas outlined below:

For the purposes of providing treatment, Embarq Health, LLC may require detailed medical information, and will only collect what is relevant and necessary for your treatment. This data is always held securely, and is not shared with anyone not involved in your treatment, although for data storage purposes it may be handled by pre-vetted staff who have all signed an integrity and confidentiality agreement.

To be able to process your personal data it is a condition of any treatment that you give your explicit consent to allow Embarq Health, LLC to document and process your personal medical data. Contact details provided by you such as telephone numbers, email addresses, postal addresses may be used to remind you of future appointments and provide reports or other information concerning your treatment.

Embarq Health, LLC will only collect the information needed so that we can provide you with the services you require, the business does not sell or broker your data. To meet our contractual obligations obtained from explicit Patient Consent and legitimate interest to respond to enquiries concerning the services provided.

2. Non-Medical Information and its Use

From time to time, we may collect non-personally identifiable information from you through the standard operation of our servers. Such information

can include the type of browsers being used, the operating system you are using, and the number of users that visit a specific page on the Website and the character and duration of such visits. This information may be used to help analyze Website traffic and improve our services. We may also aggregate such information to create statistical data and sell or otherwise share it with potential advertisers, partners, affiliates and other third parties. At no point, however, will the aggregated information personally identify you.

As a general policy, no Personal Information is automatically collected from your visit to the Website or use of the App. However, for optimal use, you should provide us with certain information about yourself.

Such information may include contact information (such as your name and e-mail address), and other information as may be required for the functions of the Website. The Personal Information you submit will be used to carry out your requests and respond to your inquiries.

Information automatically collected

Some information - such as IP address and/or browser and device characteristics - is collected automatically when you visit MO-MSMD websites. This information is primarily utilized to maintain the security and operation of our sites and internal analytics and reporting purposes.

Embarq Health, LLC and The MSMD Network will automatically collect certain information when you visit, use or navigate through our website or Patient Portal. This information does not reveal Patient specific identity (like Patient name or contact information) but may include device and usage information, such as Patient IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Site and other technical information.

It may also be used by us or shared with our affiliate and their respective partners, subsidiaries, affiliates, joint ventures, and sponsors, in order to provide you with additional products and/or services. Such information may also be used by us or shared with a third party associated in providing services to you upon your explicit consent.

You may always direct us (by contacting via one of the addresses listed below) not to share your Personal Information with these parties or not to use your Personal Information to provide you with additional products and services.

Except as provided herein, your Personal Information will not be provided to any third parties.

3. Information collected through our Apps

MO-MSMD may collect information regarding Patient geo-location, mobile device, push notification permissions when you use our apps. If you use our Apps, The MSMD Network may also collect the following information:

Geo-Location Information. Including but not limited to tracking location-based information from Patient mobile device, either continuously or while you are using our mobile application, to provide location-based services. If you wish to change our access or permissions, you may do so in the Patient's device settings.

Mobile Device Access. Including but not limited to accessing certain features from Patient mobile device, including Patient mobile device's Bluetooth, calendar, camera, contacts, microphone, reminders, sensors, SMS messages, Patient Care Portal Application accounts, storage, and other features. If you wish to change our access or permissions, you may do so in Patient's device settings.

Mobile Device Data. Including device information such as Patient mobile device ID, model and manufacturer, operating system, version and IP address.

Push Notifications. Including but not limited to sending you push notifications regarding Patient account or the mobile application. If you wish to opt-out from receiving these types of communications, you may turn them off in Patient's device settings.

4. Personal Information You Disclose to Us

Embarq Health, LLC and The MSMD Network (MO-MSMD) will collect personal information that you provide to us such as name, address,

contact information, passwords and security data, payment information, and application login data.

The MO-MSMD team will collect personal information that you voluntarily provide to us, either when expressing an interest in obtaining information about us or our products and services, during registration, when participating in activities on the Sites (such as registering an account via our patient portal or requesting a physician consultation) or otherwise contacting us.

The personal information that MO-MSMD collects depends on the nature and context of the Patient interactions with us and our services. Patient Personal Health Information MO-MSMD may include the following:

Name and Contact Data. Including but not limited to Patient first and last name, email address, postal address, phone number, and other related contact data.

Credentials. Including but not limited to passwords, log in details, and security information used for authentication and account access.

Payment Data. Including but not limited to data necessary to process Patient payment such as Patient payment instrument number (such as a credit card number), account information, expiration date, and the security code associated with the relevant Patient payment instrument.

Patient Care Portal Application Login Data. Embarq health, llc - MSMD Network will provide you with the option to register using the Patient Care Portal Application. If you choose to register in this way, MO-MSMD will collect the personal and demographic information related to your patient encounter, as well as information on your location and contact preferences.

All personal information that you provide to us must be true, complete and accurate. It is the Patient's responsibility to inform MO-MSMD of any changes to such personal information.

Information collected from other Sources

Embarq Health, LLC and The MSMD Network may collect limited data from public databases, marketing partners, Patient Care Portal Application platforms, and other outside sources.

Embarq Health, LLC may obtain information about you from other sources, such as public databases, joint marketing partners, Patient Care Portal Application platforms, public web sites and social media platforms (such as Facebook, Instagram, Twitter, etc), as well as from other third parties as legally able. Examples of the information MO-MSMD may receive from other sources include: Patient Care Portal Application profile information such as Patient name, gender, birthday, email, current city, state and country, user identification numbers for Patient contacts, profile picture URL and any other information that you choose to make public.

We reserve the right to disclose any personally identifiable or non-personally identifiable information if we are required to do so by law or if we reasonably believe that such action is necessary in order to (a) fulfill a government request; (b) conform with the requirements of the law or to comply with legal process served on us; (c) to protect or defend the legal rights or property of Embarq, LLC, the Website, the App or users; or (d) in an emergency to protect the health and safety of users or the general public.

5. Our Privacy Policy Regarding Your Personal Health Information

When it comes to your Personal Health Information ("PHI"), you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.

We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.

We may say "no" to your request, but we'll tell you why in writing within 60 days.

Request confidential communications

You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.

We will say "yes" to all reasonable requests.

Ask us to limit what we use or share

You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say "no" if it would affect your care.

If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say "yes" unless a law requires us to share that information.

Get a list of those with whom we've shared information

You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.

We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make).

Choose someone to act for you

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.

We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

You can complain if you feel we have violated your rights by contacting us using the information at the end of this Privacy Policy.

You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

We will not retaliate against you for filing a complaint.

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

Share information with your family, close friends, or others involved in your care

Share information in a disaster relief situation

Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

6. Treatment and Disclosure of ePHI

Embarq Health, LLC. may use and disclose your PHI in the following ways:

The following categories describe the different ways in which we may use and disclose your PHI:

Treatment. Embarq Health, LLC. may use your PHI to treat you. For example, we may ask you to have laboratory tests (such as blood or urine tests), and we may use the results to help us reach a diagnosis. Additionally, Embarq Health, LLC. might use your PHI in order to write a prescription for you, or we might disclose your PHI to a pharmacy when ordering a prescription for you. Many of the people who work for Embarq Health, LLC. - including, but not limited to, our doctors and nurses - may use or disclose your PHI in order to treat you or to assist others in your treatment.

Additionally, Embarq Health, LLC. may disclose your PHI to others who may assist in your care, such as your spouse, children or parents with your consent.

Finally, Embarq Health, LLC. may also disclose your PHI to other health care providers for purposes related to your treatment.

Payment. Embarq Health, LLC. may use and disclose your PHI in order to bill and collect payment for the services and items you may receive from us. For example, we may contact your health insurer to certify that you are eligible for benefits (and for what range of benefits), and we may provide your insurer with details regarding your treatment to determine if your insurer will cover, or pay for, your treatment.

Embarq Health, LLC. may also use and disclose your PHI to obtain payment from third parties that may be responsible for such costs, such as family members.

Also, Embarq Health, LLC. may use your PHI to bill you directly for services and items. We may disclose your PHI to other health care providers and entities to assist in their billing and collection efforts.

Health care operations. Embarq Health, LLC. may use and disclose your PHI to operate our business. As examples of the ways in which we may use and disclose your information for our operations, our practice may use your PHI to evaluate the quality of care you received from us, or to conduct cost-management and business planning activities for our

practice. We may disclose your PHI to other health care providers and entities to assist in their health care operations.

Disclosures required by law. Embarq Health, LLC. will use and disclose your PHI when we are required to do so by federal, state or local law. The following categories describe unique scenarios in which we may use or disclose your identifiable health information:

Public health risks. Embarq Health, LLC. may disclose your PHI to public health authorities that are authorized by law to collect information for the purpose of:

Maintaining vital records, such as births and deaths,

Reporting child abuse or neglect,

Preventing or controlling disease, injury or disability,

Notifying a person regarding potential exposure to a communicable disease,

Notifying a person regarding a potential risk for spreading or contracting a disease or condition,

Reporting reactions to drugs or problems with products or devices,

Notifying individuals if a product or device they may be using has been recalled,

Notifying appropriate government agency(ies) and authority(ies) regarding the potential abuse or neglect of an adult patient (including domestic violence); however, we will only disclose this information if the patient agrees or we are required or authorized by law to disclose this information,

Notifying your employer under limited circumstances related primarily to workplace injury or illness or medical surveillance.

Health oversight activities. Embarq Health, LLC. may disclose your PHI to a health oversight agency for activities authorized by law. Oversight activities can include, for example, investigations, inspections, audits,

surveys, licensure and disciplinary actions; civil, administrative and criminal procedures or actions; or other activities necessary for the government to monitor government programs, compliance with civil rights laws and the health care system in general.

Embarq Health, LLC. may use and disclose your PHI in response to a court or administrative order, if you are involved in a lawsuit or similar proceeding. We also may disclose your PHI in response to a discovery request, subpoena or other lawful process by another party involved in the dispute, but only if we have made an effort to inform you of the request or to obtain an order protecting the information the party has requested.

Law enforcement. Embarq Health, LLC. may release PHI if asked to do so by a law enforcement official:

Regarding a crime victim in certain situations, if we are unable to obtain the person's agreement,

Concerning a death, we believe has resulted from criminal conduct,

Regarding criminal conduct at our offices,

In response to a warrant, summons, court order, subpoena or similar legal process,

Serious threats to health or safety. Embarq Health, LLC. may use and disclose your PHI when necessary to reduce or prevent a serious threat to your health and safety or the health and safety of another individual or the public. Under these circumstances, we will only make disclosures to a person or organization able to help prevent the threat.

Military. Embarq Health, LLC. may disclose your PHI if you are a member of U.S. or foreign military forces (including veterans) and if required by the appropriate authorities.

National security. Embarq Health, LLC. may disclose your PHI to federal officials for intelligence and national security activities authorized by law. We also may disclose your PHI to federal and national security activities authorized by law. We also may disclose your PHI to federal officials in order to protect the president, other officials or foreign heads of state, or to conduct investigations.

Workers' compensation. Embarq Health, LLC. may release your PHI for workers' compensation and similar programs.

Privacy Shield - International compliance and Arbitration

EMBQ Network is and will remain subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC). As a result of this commitment, EMBQ Network extends to all individual participants the possibility, under certain conditions, for the individual to invoke binding arbitration.

European Commission's Standard Contractual Clauses: EMBQ Network has taken measures to implement the European Commission's Standard Contractual Clauses for transfers of personal information by MO-MSMD. Hence all such recipients are required to protect personal information processed from the EEA in accordance with European data protection laws. Standard Contractual Clauses for MO-MSMD can be provided upon request.

With respect to such requests, our third party service provider for arbitration purposes: is hereby formally listed as the International Centre

for Dispute Resolution, a subsidiary of the American Arbitration Association. More information on Embarq Health, LLC participation in this program, and your right to file dispute or dispute any violations, are available [here](#).

EMBQ Network affirms its commitment to comply with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States. EMBQ Network has certified to the U.S. Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit [Privacy Shield | Privacy Shield](#)

In compliance with the Privacy Shield Principles, Embarq Health, LLC commits to resolve complaints about our collection or use of your personal information. EU individuals with inquiries or complaints regarding our

Privacy Shield policy should first contact Embarq Health, LLC via our direct address at: Admin@embarqhealthllc.com

Embarq Health, LLC has further committed to refer unresolved Privacy Shield complaints to the International Centre for Dispute Resolution, a subsidiary of the American Arbitration Association, an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please visit here for more information or to file a complaint. The services of International Centre for Dispute Resolution are provided at no cost to you.

Embarq Health, LLC commits to cooperation with EU data protection authorities (DPAs) and further compliance with the advice given by such authorities with regard to human resources data transferred from the EU in the context of the employment relationship.

For additional information on policy coverage - see Privacy Policy FAQs.

Accountability for Onward Transfers

Embarq Health, LLC will only transfer personal data to an Agent/Data Processor where they provide assurances that they provide at least the same level of privacy protection as is required by these privacy principles.

Where Embarq Health, LLC has knowledge that an Agent/Data Processor to whom it has provided personal information is processing that information in a manner contrary to this Policy or the Privacy Shield requirements, Embarq Health, LLC will take reasonable steps to prevent or stop the processing.

Embarq Health, LLC will only transfer personal data to a non-agent third party in a manner that is consistent with the written authorization provided by the individuals who are the subject of the data and any consent that those individuals have given. In cases of onward transfer to third parties of data of EU and Swiss individuals received pursuant to the EU-U.S. and Swiss-U.S. Privacy Shield, Embarq Health, LLC is potentially liable.

In the context of an onward transfer, Embarq Health, LLC has responsibility for the processing of personal information it receives under the Privacy Shield and subsequently transfers to a third party acting as an agent on its behalf. The Privacy Shield organization shall remain liable under the Principles if its agent processes such personal information in a manner inconsistent with the Principles, unless the organization proves that it is not responsible for the event giving rise to the damage

7. Does MO-MSMD Network Collect Cookies or Other Tracking Technologies?

Cookies and other tracking technologies may be used to collect and store Patient information.

Cookies themselves do not contain any personally identifiable information. We may analyze the information derived from these cookies and match such information with data provided by you or another party.

Embarq Health, LLC may provide our analysis and certain non-personally identifiable information to potential partners, advertisers (who may use this information to provide advertisements tailored to your interests) or other third parties, but we will not disclose any personally identifiable information, except as provided in this Privacy Policy.

8. Keeping Your Information Secure

Embarq Health, LLC- Network have implemented a system of organizational and technical security measures aimed at protecting Patient personal information. To this end, we have implemented appropriate technical and organizational security measures designed to protect the security of any personal information our systems will process.

Although MO-MSMD strive to provide the utmost level of protection when handling PPHI, transmission of personal information to and from our Sites is in the location and with the modality chosen by the patient, thereby putting the security of the information at risk. As such, we strongly advise all Patients to access the services only from within secure and compliant environments.

Keeping your Personal Information secure is one of our most important responsibilities. We value your trust and handle Personal Information with care. We will not rent, sell or otherwise disclose your Personal Information to unrelated third parties without your consent, except as stated in this Privacy Policy. We safeguard information according to established security standards and procedures, and we continually assess new technology for protecting information.

Our employees are trained to understand and comply with these standards and procedures. Please be advised, however, that while we strive to protect your Personal Information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and cannot be responsible for the theft, destruction, or inadvertent disclosure of your personally identifiable information.

9. Keeping Your Information Accurate

Keeping Personal Information accurate and up-to-date is very important. If you ever find that information about you is incomplete, inaccurate or not current, we want to correct it. If you do not want your personal information used by us as provided in this Privacy Policy, you should not use the Website or the App. You can correct, update or review personal information you have previously submitted by going back to the specific Service, logging-in and making the desired change. You can also update any personal information you have submitted by contacting us using the contact information listed below or through the Contact Us link provided on the Website.

If you have registered and desire to delete any of your registration information you have provided to us from our systems, please contact us using the Contact Us link on the Website or the App. Upon your request, we will delete your registration information from our active databases and where feasible from our back-up media. You should be aware that it is not technologically possible to remove each and every record of the information you have provided to the Website or the App from our servers.

10. Minor's Privacy Policy

The Website and the App do not knowingly market or collect information from children under 13. If you are under 13, please do not provide any Personal Information to us. If we become aware that we have inadvertently collected any Personal Information for a child under 13 years of age, that info will be deleted immediately from our records upon discovery.

Does MO-MSMD Collect Information from Minors?

The only time MO-MSMD will knowingly collect data from or market to children under 18 years of age is if the respective minor's legal guardian has consented on his or her behalf.

Embarq Health, LLC- MSMD Network will not knowingly solicit data from, or market services to, children under 18 years of age. Individuals who use the sites are inherently representing that they are at least 18 years of age, or that they are the parent or guardian of such a minor and consent to such minor dependent's use of the Site [and Patient App]. If MO-MSMD

becomes aware that personal information from users less than 18 years of age has been collected without consent, the organization will deactivate the account and take reasonable measures to promptly delete such data from our records.

11. Certain Business Changes

As we continue to develop our business, we may sell or purchase assets. If another entity acquires Embarq Health, LLC or all or substantially all of our assets, personally identifiable information, non-personally identifiable information, and any other information that we have collected about the users of the Website will be transferred to such entity as one of the transferred assets. Also, if any bankruptcy or reorganization proceeding is brought by or against Embarq, LLC, all such information may be considered an asset of Embarq Health, LLC and, as such, may be sold or transferred to third parties.

12. Other Sites

The Website and the App may contain links to other web sites or apps that are not controlled or maintained by Embarq ; however, we are not responsible for the privacy practices employed by these other platforms. We encourage you to note when you leave the Website or the App and to read the privacy statements of such other platforms before submitting any personally identifiable information. This Privacy Policy applies solely to information collected through the Website or the App.

13. Our Responsibilities

We are required by law to maintain the privacy and security of your protected health information.

We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.

We must follow the duties and privacy practices described in this notice and give you a copy of it.

We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

14. California Residents

FOR RESIDENTS OF CALIFORNIA ONLY. Section 1798.83 of the California Civil Code requires select businesses to disclose policies relating to the sharing of certain categories of your personal information with third parties. If you reside in California and have provided your Personal Information to us, you may request information about our disclosures of certain categories of Personal Information to third parties for direct marketing purposes in the preceding calendar year. You can submit such request by sending an email by using the Contact Us link on the Website or the App.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Contact Us

If you have questions or comments about our privacy practices, or if you wish to review or amend any Personal Information you have provided, you can contact us at the following e-mail address: support@mediorbis.com. Your e-mail address will be added to the personally identifiable information we maintain about you.

If you would like to contact us via mail, please write us at: