

# Website and App Privacy Policy

This Website and App Privacy Policy (this “Privacy Policy”) describes the online privacy practices of VNS Health, VNS Health Health Plans, and their affiliates (collectively, “VNS Health,” “we,” or “us”) and applies to anyone who visits or uses our websites or mobile applications, including our sites at [www.vnshealth.org](http://www.vnshealth.org) and <https://www.vnshealthplans.org/>; any subsequent URLs which may replace these websites; all associated websites, URLs, and microsites; mobile applications; any social media services used by VNS Health or its affiliates; and any other VNS Health website or mobile application that links to or incorporates this Privacy Policy (collectively, and each individually, the “Platform”). By accessing the Platform, you indicate that you have read, understand, and agree to be bound by the terms of this Privacy Policy. If at any time you do not agree to this Privacy Policy, please do not use the Platform. Your use of the Platform is also subject to our Terms of Use, which you can access at <https://www.vnshealth.org/terms-of-use/>. Some portions of the Platform may be subject to different or additional terms of use, which will be communicated to you via the relevant website or mobile application.

## Types of Information Collected

### *(a) Personally Identifiable Information*

Personally identifiable information (“PII”) is information that specifically identifies you as an individual, such as your full name, telephone number, email address, postal address, or certain account numbers. VNS Health may ask you for certain kinds of PII to provide and promote the various services available through the Platform. You do not have to provide us with PII if you do not want to; however, failure to do so may limit your ability to use certain functions of the Platform or to request from VNS Health or to benefit from certain services or information.

### *(b) Usage Information*

Whenever you visit or interact with the Platform, we, as well as our third-party service providers, may use a variety of technologies that automatically or passively collect information about how you access and use the Platform (“Usage Information”). Usage Information includes your Internet Protocol address or other unique identifier for your device, your device type, your browser type, your operating system, the pages you view on the Platform, the pages you view immediately before and after you access the Platform, and the search terms you enter into the Platform. VNS Health does not use tracking technologies that could result in the impermissible disclosure of protected health information (“PHI”) to tracking technology vendors or any other violations of HIPAA. If you believe that your (or someone else’s) health privacy rights have been violated, please contact the VNS Health chief privacy officer.

## **Use of Information**

VNS Health may use, for various purposes as permitted by applicable law, the information collected from you when you use the Platform. These include, without limitation:

- to provide the services you request;
- to process your application or request;
- to follow up with you regarding your interest in and/or use of the VNS Health services;
- to keep you informed about the status of your services;
- to identify your preferences so VNS Health can notify you of information, products, services, and promotions that might be of interest to you;
- to personalize your experience on the Platform;
- to improve customer service and the overall experience

with VNS Health;

- to generate and analyze statistics about the preferences of users of the Platform;
- to detect, prevent, and respond to fraud, intellectual property infringement, violations of our Terms of Use, violations of the law, or other misuse of the Platform;
- to comply with applicable laws, regulations, and legal process; and
- to communicate with and advertise to users of the Platform and others by email, postal mail, telephone, text message, or other means.

VNS Health may also combine or aggregate any of the information it collects through the Platform or elsewhere for any of these purposes.

## **SMS Terms and Conditions**

### *General*

VNS Health offers an SMS/Text notification and reminder service for consumers to receive text messages with information and notifications regarding the services you have enrolled in. When you opt-in to the service, we will send you a message to confirm your signup.

By opting into messages, you agree to receive recurring automated marketing and informational text messages from VNS Health. Automated messages may be sent using an automatic telephone dialing system to the mobile telephone number you provided when signing up or any other number that you designate.

Message frequency varies, and additional mobile messages may be sent periodically based on your interaction with VNS Health. VNS Health reserves the right to alter the frequency of messages sent at any time to increase or decrease the total number of sent messages. VNS Health also reserves the right to change the

short code or phone number where messages are sent.

Your consent to receive marketing messages is not a condition of purchase.

#### *Wireless Provider and Carriers*

Message and data rates may apply. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

Your wireless provider and carriers are not liable for delayed or undelivered messages. We do not guarantee the successful delivery of text messages by your wireless provider. Messages sent by text may not be delivered if the mobile device is not in range of a transmission site, or if the network is down. Factors beyond the power of wireless carriers may get in the way of message delivery. We and your wireless provider will not be liable for losses or damages that come from:

- a message not delivered, a message delivered late; or
- a message that goes to the wrong number; or
- inaccurate or incomplete content in a text message.

#### *Cancellation*

You can cancel any time by texting "STOP". After you send the SMS message "STOP", we will send you a message to confirm that you have been unsubscribed and no more messages will be sent. If you would like to receive messages from VNS Health again, just sign up as you did the first time and VNS Health will start sending messages to you again.

#### *Info*

For assistance you can reply to our SMS messages with "HELP". We will respond with instructions on how to use this texting service as well as how to unsubscribe.

### *Transfer of Number*

Please update us right away if your mobile number changes. It is your responsibility to give a correct mobile number and to update any changes. You agree that before changing your mobile number or transferring your mobile number to another individual, you will either reply "STOP" from the original number or notify us of your mobile number change. The duty to inform us based on the above events is a condition of using this service to receive messages.

### *Privacy*

If you have any questions about your data or our privacy practices, please visit our Notices of Privacy Practices page.

### *Warranty*

This texting and notification service is offered "as is" without warranty to its performance or efficacy and is intended to be a complimentary service. Information presented through this service is believed to be correct at the time of the text communication; however, it is not a substitute for your personal calendar to notify you about your scheduled appointments. Neither VNS Health nor its agents, officers, trustees, employees, or doctors make any warranty with respect to the efficacy of this texting and notification service or the results obtained therefrom. VNS Health and its affiliates expressly disclaim any representations or warranties of any kind, express or implied.

## **Sharing of Information**

VNS Health may share your PII with any of its parents, subsidiaries, sister companies, or other affiliated entities ("Related Parties") who have agreed to adhere to the rules set forth in this Privacy Policy; and you may receive communications from those Related Parties regarding their various goods and services that may be of interest to you. You may opt out of receiving such communications by following the directions in any emails you receive from such Related Parties or by contacting us as described below.

By using the Platform, you are deemed to consent to certain limited uses of your PII, including that VNS Health may share your PII under certain circumstances with businesses to help the Platform function or to improve VNS Health services. VNS Health may therefore disclose information to outside companies that help promote and bring users like you the services VNS Health offers. For example, VNS Health may work with its vendors to (a) manage a database of customer information, (b) assist in distributing emails, (c) assist with direct marketing and data collection, (d) provide data storage and analysis, (e) provide fraud prevention, (f) provide customer service, and/or (g) provide other services designed to assist VNS Health in maximizing its business and maintaining the Platform. VNS Health requires these vendors to keep PII confidential (except as described below with respect to de-identified and aggregated information) and to use confidential information only to perform their contractual obligations to VNS Health.

VNS Health does not share, sell, or trade with third parties (other than Related Parties and third parties hired by VNS Health to help operate the Platform or our business) any of your PII or any specific details about you as an individual, except with your consent, as may be needed to operate our business or as may be required or permitted by law, each as described below.

VNS Health may share PII, when legally required, to cooperate with police investigations or other legal proceedings, to protect against misuse/unauthorized use of the Platform, to limit VNS Health's legal liability, or to protect the rights, property, or safety of other users of the Platform or the public. VNS Health may share PII with outside companies that help bring you the services VNS Health offers. VNS Health may share PII with any successor company, such as a company that acquires VNS Health or its assets, or an affiliate, service provider, or other third party to the extent reasonably necessary to proceed with the negotiation or completion of a merger, acquisition, or sale of our assets.

In addition, VNS Health may share de-identified and aggregated information about user demographics, traffic, patterns, and other non-PII with third parties for any reason. VNS Health may also make such information available, in aggregate form, to

marketing partners, advertisers, and others in order to assist VNS Health in providing its services and identifying potential customers. Further, the information that VNS Health collects may be used to improve the Platform, to personalize your online experience, to help VNS Health deliver information to you, to determine the effectiveness of VNS Health's advertising, and for other internal business purposes.

## **Security of Information**

VNS Health uses reasonable administrative, physical, and technical safeguards to maintain the security of PII we collect, including restricting physical and logical access to our offices and computer systems, as well as employing electronic security systems that guard against unauthorized access. However, the transmission of data over the Internet cannot be guaranteed to be 100% secure. Although VNS Health will use reasonable means to protect the security of information you transmit to VNS Health, VNS Health cannot guarantee that such information will not be intercepted by third parties, and VNS Health will not be liable for the acts of third parties.

Additionally, please note that email is not considered to be a secure means of transmitting information, so please do not email VNS Health any confidential, financial, or sensitive information.

## **Links to Other Websites**

The Platform may contain links to websites operated by third parties. This does not mean that VNS Health endorses these third-party websites. VNS Health does not make any representations or warranties about any third-party websites you may access through the Platform. Such linked websites are independent from VNS Health, and VNS Health has no control over, or responsibility for, their products, services, information, or other activities. In addition, VNS Health's Privacy Policy may differ from those of these other websites. If you provide

personal information at one of those sites, you are subject to the privacy policy of the operator of that website, not the VNS Health Privacy Policy.

## **Changes to this Privacy Policy**

VNS Health reserves the right to change or update this Privacy Policy by posting such changes to the Platform. Changes will be effective when posted, and we will update the “last updated” date at the bottom of this Privacy Policy to reflect the date of the changes. You are advised to consult this Privacy Policy regularly for any changes, and your continued use of the Platform after such changes constitutes acceptance of those changes.

## **Contact Information**

If you have any questions about this Privacy Policy, please contact us at:

VNS Health  
Marketing Department/Webmaster  
220 East 42nd Street, 5th Floor  
New York, NY 10017

*This Privacy Policy was last updated May 05, 2023.*