

RETAIN ORTHO, LLC

**PRIVACY POLICY AND
BUSINESS ASSOCIATE AGREEMENT**

PRIVACY POLICY

Retain Ortho, LLC (also referred to herein using “we,” “our,” and “us”) is committed to protecting your privacy. We provide this Privacy Policy to disclose our information collection, utilization, and sharing practices for this website. This Privacy Policy applies to any website that includes, displays, attaches, references, or links to this Privacy Policy (each the “Site”). Unless explicitly provided herein, this Privacy Policy does not apply to the practices of companies that Retain Ortho, LLC does not own or control or to people that Retain Ortho, LLC does not employ or manage. Your access and use of this Site constitutes your agreement and consent to the privacy practices disclosed in this policy. The information we receive from you depends on what you do when you visit this Site. Except as described in this policy, we do not sell, rent, share or disclose the personally identifiable information gathered on our Site to or with any other organizations. We reserve the right, but not the obligation, to contact you regarding changes to this Privacy Policy and other matters relevant to the Site.

TYPE AND USES OF INFORMATION WE COLLECT FROM YOU

Personally Identifiable Information (“PII”) - Some jurisdictions have expanded the common definition of PII to include things like internet protocol addresses and other information that are commonly collect automatically, so you should review this Privacy Policy as a whole for a better understanding of our data collection, use, and sharing practices. At times, we may add forms or other options for you to communicate with us and provide us information about yourself and others. Unless otherwise indicated, the information we request is typically optional, but we may offer functionality on our Site that will not work properly without you providing the requested information, or you may not be able to obtain information we offer, such as requesting more information about our company and our products, or use our products and services. We may also gather certain personal information that you provide to us to help us better serve you by providing you with what you request, such as information regarding our products and services.

Typically, our “contact us” forms will request information such as your name, phone number, e-mail address, company, and how you heard about us, along with other information you choose to provide to us in any spaces where you can type a message. Do not include sensitive information about yourself or others, including without limitation personal health information, financial information, social security numbers, or other similar information. In all cases the personal information we collect through our Site is that which you provide in the various forms.

In addition, when you choose to sign up for our services, you will set up profiles for the patients you intend to invite. You may provide information such as their name and e-mail, as well as recommended retainer subscription plan and pricing. You must at all times comply with all

applicable privacy and data security laws regarding information you collect and submit to us about patients or others, whether through the Site or otherwise, including, without limitation, providing all notices and obtaining all permissions, consents, authorizations, and rights necessary, and you must follow the terms of all such notices, permissions, consents, and authorizations. The information you provide regarding patients will only be used by us to provide the products and services.

If we receive similar questions or requests to yours from other users, we may post the most frequently asked questions on our Site under a “FAQ” or similar section. The question we post may be similar to, or the same as, the question you submitted, but we will not identify you (or anyone else) as the questioner.

In general, we may use your PII to send you information and advertising about us and our products and services. In addition, we may use your PII and information that you send to us for activities to monitor, maintain, and improve the quality of our products and services, and to reach out to you for more information about any concerns that you express about our products and services.

INFORMATION AUTOMATICALLY COLLECTED

When you visit our Site, we may collect some information automatically. By collecting this information, we get a better understanding of your needs and what products and services we can develop, market, and sell to you to meet those needs. Some of the information we automatically collect is necessary for the proper functioning of the Site, such as cookies as explained below. All the information we gather helps us understand your preferences and how well our Site is functioning so we can continually improve your online experience with us. We may also use such information to improve our company and our products and services and provide you information and advertisements regarding those products and services.

Links, Embedded Content - This Site may contain links to other websites and content embedded in our Site may come from or relate to other websites and services. We may keep track of how you interact with links and embedded content such as videos across our Site. You should check the privacy policies of these other websites when providing personally identifiable information or to find out what other information they collect from users, whether while on their platform or website or in relation to links or embedded media on our Site.

Cookies - Our Site may use “cookies” to provide information on your computer and mobile device. Cookies are pieces of data that a Site can send to your browser, which may then be stored on your computer or other device. We may use both session and persistent cookies on our own or through our third party service providers as described below. Cookies may save your preferences while you are at our Site and we may use them to provide you with tailored information and tracking as you use our Site. Cookies are also used to track when you are logged in to our Site. By modifying your browser preferences, you typically have the choice to accept cookies, to be

notified when a cookie is sent, or to reject cookies. The rejection or limitation of cookies by your browser may limit your ability to use the Site or inhibit its functionality.

Combining of Information - Except as set forth in this Privacy Policy, we generally do not combine information about you that is collected on the Site with information that may be collected through means other than through the Site, except that we may take information you provide to us in our various Site forms and combine it with information we have already collected about you and your interests in our products and services. We may, but are not required to, combine information related to you collected outside of the website for user authentication, such as to verify your identity when you contact us or request information from us.

SHARING OF YOUR INFORMATION

We will not sell, rent or lease your information to others without your consent, except as provided in this Privacy Policy. In general, the information you provide will be used to support your relationship with us and to enhance and improve our Site, company, products, and services, and for advertising.

We may engage third party service providers, consultants, and independent contractors to perform functions and provide services for us including without limitation those third party service providers mentioned in this Privacy Policy. We may share the information we collect through our Site with these service providers so that they can perform services for us in relation to the Site and our business. For example, we may share your information with our advertising and email vendors so that they can provide services to us such as emailing you about our products and services.

In addition to the situations described above, we may use and disclose visitor information in special instances when we have reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with our rights or property, other Site visitors, or anyone else. We may disclose visitor information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or defend Retain Ortho, LLC's legal rights, to protect your vital interests or those of any other third party, and when Retain Ortho, LLC otherwise believes in good faith that any applicable law requires it.

OTHER INFORMATION PRACTICES

Access to Personal Information for Reviewing, Editing, and/or Removing - If you wish to discuss this Privacy Policy and the information we collect, you may contact us at info@iloveretain.com. At this time, we may not be able to specifically identify and provide you with any or all of the information we have collected about you for your review, editing, or deletion from our records. In order to provide you with any information for your review, editing,

or our deletion from our records, Retain Ortho, LLC may request that you prove your identity to the satisfaction of Retain Ortho, LLC or as otherwise required by applicable law.

Security - We take commercially reasonable steps to protect data transmitted through our Site, and we rely upon our third party vendors to supply security for the services they provide. We cannot and do not ensure or warrant the security of any information you transmit to us or from our online products or services. You transmit information to us at your own risk and should take all necessary precautions regarding the information you transmit, either to our Site and its related vendors or elsewhere on the Internet.

Business Transfers - In the event that we are involved in a bankruptcy, merger, acquisition, reorganization or sale of assets or change in our ownership or control, your information may be sold or transferred as part of that transaction to actual or prospective transactions partners and their consultants, advisors, counselors, and agents, and otherwise shared to facilitate that transaction before, during, and after that transaction is completed. The promises in this Privacy Policy will continue to apply to your information.

Do Not Track - Presently the Site does not honor “do not track” settings on web browsers and does not offer you the opportunity to request that we not track your use of its services except as otherwise stated in this Privacy Policy.

Changes to this Policy - We may revise this Privacy Policy from time to time. The most current version of the policy will govern our use of your information and will always be available by clicking the Privacy Policy link in the footer of the main page of the Site. Please check this link often for changes. By continuing to access or use the Site after those changes become effective, you agree to be bound by the revised Privacy Policy.

Subject to Site Terms of Use - To the maximum extent allowed by law, this Privacy Policy is further subject to the Terms of Use including without limitation all provisions regarding warranty disclaimers, limits of liability, and dispute resolution mechanisms such as the jurisdiction and forum provisions.

COMPLIANCE WITH HIPAA

If you are subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, “HIPAA”) as a Covered Entity or Business Associate (as defined in HIPAA) and use the Services in a manner that causes us to create, receive, maintain, or transmit Protected Health Information on your behalf, then you agree to the HIPAA Business Associate Agreement located below.

CONTACTING US

If you have any questions about this privacy policy or the practices of this site, please contact: info@iloveretain.com.

Effective Date: May 3, 2024

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BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (“BAA”) is a legal agreement made between Retain Ortho, LLC (“Retain Ortho,” “we,” “us,” or “our”), having a principal place of business in Minnesota, USA, and you (“you,” “your,” or “user”) to ensure that the parties satisfy the requirements of the final regulations issued by the U.S. Department of Health and Human Services (“DHHS”) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), governing the privacy of individually identifiable health information obtained, created or maintained by certain entities, including health care providers, and the security of electronic Protected Health Information collected, maintained, used, or transmitted by certain entities, including health care providers. The “Agreement” refers to the Terms of Use entered into between you and Retain Ortho governing your use of Retain Ortho’s website or application and any product or services including, without limitation, subscription services (collectively, the “Services”). Together with the Agreement, this BAA will govern each party’s respective obligations regarding Protected Health Information.

This BAA applies only to the extent you are acting as a Covered Entity or Business Associate to create, receive, maintain or transmit PHI via the Services and where Retain Ortho, as a result, is deemed under HIPAA to be acting as a Business Associate of you.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this BAA.

We may, in our sole and absolute discretion, change or modify this BAA, any policies or agreements which are incorporated herein, and any limits or restrictions on the Services, at any time, and such changes or modifications shall be effective immediately upon posting to the Retain Ortho website (our “website”). Your use of our website or the Services after such changes or modifications shall constitute your acceptance of this BAA as last revised.

AGREEMENTS

1. Definitions

All terms used, but not otherwise defined, in this BAA shall have the same meaning as the respective terms in 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402 and 164.501.

2. Obligations and Activities of Retain Ortho

(a) Retain Ortho agrees to not use or further disclose PHI other than as required by law, or as permitted or required by this BAA or the Agreement.

(b) Retain Ortho agrees to use appropriate safeguards, and comply, where applicable with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI other than as provided for by this BAA.

(c) Retain Ortho agrees to report to you any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including Breaches of Unsecured PHI as required at 45 C.F.R § 164.410, and any Security Incident of which it becomes aware. The parties acknowledge and agree that this section constitutes notice by Retain Ortho of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to you shall be required. “Unsuccessful Security Incidents” shall include, but not be limited to, pings and other broadcast attacks on Retain Ortho’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

(d) In the event of a Breach of any Unsecured PHI that Retain Ortho accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on your behalf, Retain Ortho shall provide notice of such Breach to you immediately, but in any event not more than ten (10) after discovering the Breach.

Notice of a Breach shall include, at a minimum: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach, (ii) the date of the Breach, if known, (iii) the scope of the Breach, and (iv) a description of the Retain Ortho’s response to the Breach.

In the event of a Breach, Retain Ortho shall, in consultation with you, mitigate, to the extent practicable, any harmful effect of such Breach that is known to Retain Ortho.

(e) Retain Ortho agrees to ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of Retain Ortho agree to the same restrictions, conditions, and requirements that apply to Retain Ortho with respect to such information.

(f) Retain Ortho agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Regulations.

(g) Retain Ortho agrees to maintain and make available to you, within thirty (30) business days following a written request, information necessary to permit you to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) If Retain Ortho maintains information in a Designated Record Set, it agrees to make available to you, within thirty (30) business days following a written request, PHI in such Designated Record Set, in order for you to respond to individuals' requests for access to information about them in accordance with 45 C.F.R. § 164.524.

(i) If Retain Ortho maintains information in a Designated Record Set, it agrees to make any amendments or corrections to PHI in such Designated Record Set within thirty (30) business days following a written request by the you in accordance with 45 C.F.R. § 164.526.

(j) If Retain Ortho maintains, on your behalf, information in an electronic Designated Record Set, Retain Ortho shall provide such information in the electronic format to you upon request, or, if directed by you, directly to a requesting individual. This provision shall not affect Retain Ortho's continuing obligation to provide information in other formats as set forth herein.

(k) To the extent Retain Ortho is to carry out one or more of your obligations under Subpart E of 45 C.F.R. Part 164, Retain Ortho agrees to comply with the requirements of Subpart E that apply to you in the performance of such obligations.

3. Permitted Uses and Disclosures by Retain Ortho

(a) Retain Ortho may use and disclose PHI as necessary to perform the services set forth in the Agreement only if such use or disclosure is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to Retain Ortho contracts.

(b) Retain Ortho may use or disclose PHI as required by law.

(c) Retain Ortho agrees to make uses and disclosures and requests for PHI consistent with the minimum necessary standards in the HIPAA regulations.

(d) Retain Ortho may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by you, except for the specific uses and disclosures set forth below.

(e) Except as otherwise limited in this BAA, Retain Ortho may use PHI for the proper management and administration of Retain Ortho or to carry out the legal responsibilities of Retain Ortho.

(f) Except as otherwise limited in this BAA, Retain Ortho may disclose PHI for the proper management and administration of Retain Ortho or to carry out the legal responsibilities of Retain Ortho, provided that disclosures are required by law, or Retain Ortho obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Retain Ortho of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Retain Ortho may provide Data Aggregation services related to your health care operations.

(h) Subject to all state and federal laws governing privacy and health information, Retain Ortho may create and use de-identified information in accordance with 45 C.F.R. § 164.514, so long as such information does not identify you or the subjects of the PHI.

4. Your Obligations

(a) You shall provide Retain Ortho notice of any limitation(s) in your notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Retain Ortho's use or disclosure of PHI.

(b) You shall notify Retain Ortho of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Retain Ortho's uses and disclosures of PHI.

(c) You shall notify Retain Ortho of any restriction to the use or disclosure of PHI that you have agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Retain Ortho's use or disclosure of PHI.

5. Term and Termination

(a) *Term.* The Term of this BAA shall be effective as of the Effective Date, and shall terminate when all of the PHI provided by you to Retain Ortho, or created or received by Retain Ortho on your behalf, is destroyed or returned to you, or, if it is infeasible to return or destroy PHI, including when it is not advisable to do so in order to protect the legal interests of you or Retain Ortho, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination by you.* Retain Ortho authorizes termination of the Agreement by you, if you determine Retain Ortho has violated a material term of this BAA and Retain Ortho has not cured the breach or ended the violation within the time reasonably specified by you.

(c) *Effect of Termination.* Upon termination of the Agreement for any reason, Retain Ortho, with respect to PHI received from you, or created, maintained, or received by Retain Ortho on your behalf, shall:

(i) Retain only that PHI which is necessary for Retain Ortho to continue its proper management and administration or to carry out its legal responsibilities.

(ii) Return to you or destroy the remaining PHI that Retain Ortho still maintains in any form.

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Retain Ortho retains the PHI.

(iv) Not use or disclose the PHI retained by Retain Ortho other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 2 of this BAA, which applied prior to termination.

(v) Return to you or destroy the PHI retained by Retain Ortho when it is no longer needed by Retain Ortho for its proper management and administration or to carry out its legal responsibilities, except for any such data that may be retained solely for archival purposes.

6. Miscellaneous

(a) *Regulatory References.* A reference in this BAA to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment.* The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for you to comply with the requirements of the HIPAA Regulations and any other applicable law.

(c) *Survival.* The obligations of Retain Ortho shall survive the termination of this BAA.

(d) *Interpretation.* Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Regulations and any other applicable law.

Effective Date: Effective as of the date of practice/provider registration with Retain Ortho, LLC

Last Updated: May 3, 2024

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