

Cricket Health Inc.

Privacy Policy

Last Revised: November 1, 2019

1. INTRODUCTION

Welcome to Cricket Health! This Privacy Policy is designed to inform users of how we gather and use personal information collected by us in connection with your installing and/or using the Cricket Health software, online application(s), Cricket Health Inc. (“Cricket”) website(s) hosted at www.crickethealth.com and other websites we own or operate (collectively, the “Website”) and any of Cricket’s services (“Services”) (such software, online application, Website and Services are collectively referred to herein as “Software”).

By using the Software, you accept and hereby expressly consent to the terms of this Privacy Policy and to our use and processing of Personal Data for the purposes set forth herein.

“Cricket” or the terms “we” or “us” or “our” refer to Cricket Health, Inc. “You” or “your” or similar terms refer to you as a user of our Software.

By accepting our Privacy Policy during registration, or by using the Software, you expressly consent to our collection, use, disclosure, storage, and processing of your Personal Data (as defined below) in accordance with this Privacy Policy.

In addition, individually identifiable information that you provide to Cricket Health Medical Practice, P.C., or any other professional entity affiliated with Cricket (collectively, the “Cricket PC”) for the purposes of obtaining clinical care management services and/or medical care will also be subject to the Notice of Privacy Practices (the “NPP”) which is located [here](#). This information is referred to as “Protected Health Information” or “PHI”. The NPP describes how the Cricket PC and Cricket use and disclose your PHI and also describes your rights with respect to your PHI. To the extent that this Privacy Policy conflicts with the NPP, the NPP will prevail. In addition, to the extent a capitalized term is undefined in this Privacy Policy, it will have the same meaning as prescribed to it in the Terms of Service which is located [here](#). To the extent that this Privacy Policy conflicts with the Terms of Service, this Privacy Policy will control.

2. INFORMATION COVERED BY THIS PRIVACY POLICY

This Privacy Policy covers how Cricket treats your personally identifiable information that could be used to identify you (“Personal Data”) that Cricket collects, receives, maintains, stores, or transmits including, but not limited to, information you transmit or submit through the Software. Your Personal Data includes, but is not limited to, information that individually identifies you or is information about you that can be traced back to you, your IP address, or your location. It may include, but is not limited to, your name, address, email address, phone number, other contact information, and any information you choose to share via the Software.

In addition, your use of the Software may involve our receipt of PHI. PHI is Personal Data that relates to (a) your past, present, or future physical or mental health or condition; (b) the provision of healthcare to you; and (c) your past, present, or future payment for the provision of healthcare, which is created, received, transmitted, or maintained by us. This Privacy Policy describes how we protect your privacy as a visitor or general user of our Software. You have additional rights under federal and state law with respect to PHI. For more information on those rights, and how we use and disclose your PHI, refer to the NPP found [here](#).

3. INFORMATION COLLECTED

Cricket collects Personal Data that you choose to provide to us, including any Personal Data you provide or enter into our Software. It is always your choice whether or not to provide us with your Personal Data. If you choose not to provide Personal Data, you may not be able to use certain features or functions of the Software. Whenever you use the Software, Cricket also receives and records information on our server logs from your browser, including your IP address, Cricket's cookie information, and the pages you request, and relates it to the Personal Data you provide.

Examples of how and why Cricket collects Personal Data include:

- a. Registration - We collect your Personal Data as part of the registration process for our Software. For example, we may collect Personal Data from your healthcare provider, such as your email or phone number, in order to register you for the Software.
- b. Self-Reported Personal Data - We collect Personal Data that you provide or enter during the course of using the Software or that you choose to provide to us through any devices (such as, without limitation, a weight scale and blood pressure cuff) that you use to collect information regarding your health and/or medical condition and related behaviors.
- c. Social Information - We collect information that you provide to us pertaining to the people with whom you consent to share your PHI (such as a family member or caregiver), as well as communications between you and such individuals.

- d. Communications with Your CKD Network - We collect information that you publicly post through the Software in group chats and group exercises with your CKD Network.
- e. Automatically Tracked Information - We may also use automated tracking methods such as cookies, GPS data, and connected accelerometers, to collect information regarding your behaviors relative to the Software.
- f. Demographic Information - We collect demographic information, such as age, gender and geographic location, as part of your profile on the Software.
- g. Surveys and/or Assessments - From time to time, we may send you assessments and survey questions to help us understand your knowledge of treatment options for kidney failure (end stage renal disease) and to provide us with feedback on the Software. We collect any responses that you provide.
- h. Augmenting – From time to time, we may use or augment your Personal Data with information obtained from third parties. We use this information for verifying your contact information, eligibility, and to better understand your interests.

Cookies, Web Beacons, and Other Tracking Technologies

Our Software uses technologies to automatically or passively store or collect certain information when you visit or interact with the Software. These technologies include “cookies” and “web beacons” (and subsequent technologies and methods later developed which perform a similar function), which are used to collect and store usage information regarding your use of the Software. We use this information for a variety of purposes including, but not limited to, assessing the performance of, or enhancing your experience with, the Software.

Cookies are small text files that we place in visitors' computer browsers to store their preferences. Cookies themselves do not contain any Personal Data.

Web Beacons are small pieces of code placed on a web page to monitor the behavior and collect data about the visitors viewing a web page. For example, web beacons can be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing that page. We may use web beacons in our Software from time to time for this purpose.

There may be other tracking technologies now and later devised and used by us in connection with the Software. Further, third parties may use tracking technologies with our Software. We do not control these tracking technologies, and we are not responsible for them. However, you consent to potentially encountering third party tracking technologies in connection with your use of the Software and accept that this Privacy Policy does not apply to the tracking technologies or practices of such third

parties. In such cases, you must check with the third party to confirm how your information is collected and used.

California Do Not Track Disclosure

We currently do not support the Do Not Track browser setting or respond to Do Not Track signals. Do Not Track (or DNT) is a preference you can set in your browser to let the websites you visit know that you do not want it collecting certain information about you. For more details about Do Not Track, including how to enable or disable this preference, visit this [Do Not Track](#) webpage.

One Final Note

You can choose not to provide us with Personal Data and other information but that may result in you being unable to use certain features or functions of the Software.

In addition, by using the Software, you consent to and authorize Cricket to disclose your eligibility for and participation in the Software (i.e., you meet the clinical enrollment criteria, which may identify those individuals at risk for certain chronic diseases or living with certain chronic diseases and have elected at your own discretion to participate in the same) to the other users of the Software. The users, including but not limited to administrators, health coaches and other authorized Cricket personnel, and your fellow CKD Network group members, will have access to a range of Personal Data such as your username and picture, linking you to your diagnosis and/or reason for program participation.

We take great efforts in protecting your privacy; however, we cannot control, and we expressly disclaim any responsibility for, whether or how users will subsequently use or disclose posted or previously disclosed information. If you do not consent to the disclosure of this information, you should not access or use the Software. The Software includes the ability for users to share Personal Data, including information regarding your health and medical condition. Any information you choose to provide or upload to the CKD Network, group, or public forum components of the Software, including information about your health and medical condition, will be visible to your CKD Network, as well as health coaches, administrators, and other users. As your information will be viewable to the other users of the Software, you should provide only the information you feel comfortable disclosing.

Participation in such opportunities is not mandatory, but should you choose to participate, you should share only as much information as you feel comfortable sharing in these additional forums.

4. HOW WE USE AND DISCLOSE YOUR PERSONAL DATA

In general, we will not rent, sell or share your Personal Data with other people or non-affiliated companies except in connection with providing the Software, when we otherwise have your permission, as expressly permitted or required by the NPP, or as expressly permitted or required under this Privacy Policy, including under the following general circumstances:

We may use your Personal Data to:

- provide you with the Software;
- provide you with information about other goods and services we offer that are similar to those that you have already signed up for or inquired about;
- notify you about changes to the Software, the Terms of Service, and/or this Privacy Policy;
- improve our Software and to ensure that content on the Software is presented in the most effective manner for you;
- administer our Software and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- respond to user submissions;
- create de-identified datasets, to the extent permitted by applicable law;
- create aggregated datasets, to the extent permitted by applicable law; and
- help keep our Software safe and secure.

We may disclose your Personal Data to:

- Healthcare Professionals – We may share your Personal Data with your healthcare provider including, but not limited to, your nephrologist, primary care physician, and the Cricket PC.
- Healthcare Payers - We may share your Personal Data with your healthcare payer, such as your health plan, HMO, PPO, Medicare Advantage Organization, Managed Care Organization, or any other financial sponsor.
- Third Parties Acting on Our Behalf – We may share your Personal Data with certain third parties to provide the Software to you on our behalf under confidentiality agreements, including, but not limited to, our current cloud host, Amazon Web Services. These third parties will not rent, sell, share or use your Personal Data for their own purposes.
- Third Parties in Order to Comply with Law - We may be required to disclose your Personal Data in response to a legal process, for example, in response to a court order or a subpoena to comply with its applicable legal and regulatory reporting requirements. We also may disclose your Personal Data in response to a law enforcement agency's request, or where it is necessary to investigate, prevent, or

take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Service, or to verify or enforce compliance with applicable laws, or as otherwise required or permitted by law.

- Third Parties for Business Management -- We may transfer your Personal Data to an entity or individual that acquires, buys, or merges with Cricket, or our other business units, including during the course of any due diligence process. Cricket will require any such entity or individual to execute an appropriate confidentiality agreement to access Personal Data.
- Third Parties for Marketing, Business, and Research Purposes - We may license, sell or otherwise share de-identified aggregated or non-aggregated versions of your Personal Data with institutional clients, partners, investors and contractors for any purposes related to our marketing, business, and/or research practices.
- Third Parties as Authorized by You - We may disclose your Personal Data in accordance with your prior written authorization.

Use/Disclosure of Information Submitted to Message Boards

You acknowledge that our Software may include features such as discussion boards, forums, profile pages, bulletin boards, instant messaging, polls, and other communication forums (collectively, "Message Boards"). You acknowledge and agree that any information you submit, post, or disclose to such Message Boards including, but not limited to, user profile information, user profile pictures, discussion board postings, and any Personal Data included in such postings, may be visible to other users and providers of the Software including, but not limited to, your CKD Network, health coaches, authorized personnel, administrators, and other users of the Software.

IN THE CASE OF YOUR USE OF MESSAGE BOARDS, WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF ANY INFORMATION, INCLUDING PERSONAL DATA, THAT IS DISCLOSED BY YOU OR ON YOUR BEHALF IN SUCH MESSAGE BOARDS. BY DISCLOSING ANY OF YOUR INFORMATION VIA MESSAGE BOARDS, YOU ACKNOWLEDGE AND ACCEPT ANY RISK AND DAMAGE ARISING FROM DISCLOSURE OF SUCH INFORMATION.

5. CONFIDENTIALITY AND SECURITY

We take reasonable and necessary steps to ensure that all Personal Data collected will remain secure and in its original form, i.e., free from any alteration. We have put in place appropriate physical, electronic, and administrative procedures in compliance with federal and state law, including HIPAA, in an effort to safeguard and help prevent unauthorized access, maintain data security, and correctly use the Personal Data we collect online. We cannot, however, ensure or warrant the security of any Personal Data you transmit to us and you do so at your own risk. Once we receive your transmission of

information, we use commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

Furthermore, your individual user account is protected by a password for your privacy and security. To ensure that there is no unauthorized access to your account and Personal Data, we suggest that you safeguard your password appropriately and limit access to your computer and browser by signing off after you have finished accessing your account.

The Software may contain links to third party websites (“Third Party Websites”). Before using any Third Party Websites or related services, you must review and accept the terms of use and privacy policies for those sites and/or services. We are not responsible for the privacy policies and/or practices of any Third Party Websites, and we are not responsible or liable for the availability, reliability, content, functions, performance, accuracy, legality, appropriateness, services, materials, or any other aspect of such Third Party Websites. This Privacy Policy only governs information collected by our Software. When you access any Third Party Websites, you do so at your own risk, and you understand and agree that you are solely responsible for reading and understanding any terms of use and/or privacy policies that apply to such Third Party Websites. Cricket is not responsible for and will not be a party to any transactions between you and a third party provider of products, information, or services. Cricket does not monitor such interactions to ensure the confidentiality of your Personal Data, including credit card information. Any separate charges, data records or obligations you incur in your dealings with Third Party Websites are solely your responsibility.

6. ACCESSING AND CHANGING YOUR INFORMATION

You may review and request changes to your Personal Data or request additional information about our collection, use and disclosure of such information by contacting us at support@crickethealth.com. We use best efforts to keep our records as accurate and complete as possible. You can help us maintain the accuracy of your information by promptly notifying us of any changes to your Personal Data. Your rights to access your Personal Data are not absolute. We may deny you access when required and/or permitted by applicable laws or if disclosure would likely reveal personal information about a third party.

7. GENERAL INFORMATION

Cricket does not knowingly collect Personal Data from children under the age of 13, and our Software is not directed at users under the age of 13. If we find that Personal Data has inadvertently been collected for an individual under the age of 13, we will immediately delete it.

8. OPT OUT

You may affirmatively opt-out of receiving future emails from Cricket and may remove your name from our marketing mailing lists. The opt-out provisions do not apply to information collected by cookies or used internally to recognize you and/or facilitate your use of the Software, or information we may retain to comply with legal requirements. Opting out will not prevent your access to the Software.

If you no longer consent to us collecting, using and sharing your Personal Data in accordance with this Privacy Policy, you may dis-enroll from the Service at any time by emailing Cricket at support@crickethealth.com.

9. CHANGES TO OUR PRIVACY POLICY

By using the Software, you agree to the current Privacy Policy, as well as our Terms of Service into which this Privacy Policy is incorporated. Cricket reserves the right, in our sole discretion, to modify or amend this Privacy Policy from time to time. Use of information we collect is subject to the Privacy Policy in effect at the time such information is used or disclosed. If we make any material changes to the ways in which Personal Data is collected, used or transferred, as determined by Cricket, we will notify you of these changes by modification of this Privacy Policy, which will be available for your review through the Software and the effective date or last revision date will be noted at the end of this Privacy Policy. You should review this Privacy Policy periodically so that you are up to date on our most current policies and practices. Your continued use of the Software after receiving notice signifies your acceptance of any such changes. If the modified Privacy Policy is not acceptable to you, your only recourse is to cease using the Software.

10. QUESTIONS AND SUGGESTIONS

If you have questions or suggestions, or wish to correct your profile information, please email Cricket at support@crickethealth.com or write to us at Cricket Health Inc., 251 Kearny St. Floor 7, San Francisco, CA 94108.

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