

Cricket Health Inc.

Privacy Policy

Last Revised: January 1, 2020

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 using and accessing the Cricket-owned and operated websites including, but not limited to, app.crickethealth.com and www.crickethealth.com (collectively, the “Websites”) and the Cricket services. The Websites and Cricket services are collectively referred to as the “Services” in this Privacy Policy.

1. INTRODUCTION

By using the Services, you accept and hereby expressly consent to the terms of this Privacy Policy and to our use and processing of Personal Information 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 Services.

By accepting our Privacy Policy during registration, or by using the Services, you expressly consent to our collection, use, disclosure, storage, and processing of your Personal Information (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 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 uses and discloses 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 Information”) that Cricket collects, receives, maintains, stores, or transmits including, but not limited to, information you transmit or submit in connection with your use of the Services. Your Personal Information 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 Services.

In addition, your use of the Services may involve our receipt of PHI. PHI is Personal Information 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 Services. 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 Information that you choose to provide to us, including any Personal Information you provide in connection with your use of the Services. It is always your choice whether or not to provide us with your Personal Information. If you choose not to provide Personal Information, you may not be able to use certain features or functions of the Services. Whenever you use the Services, 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 Information you provide.

A. Examples of how and why Cricket collects Personal Information include:

- (1) Registration - We collect your Personal Information as part of the registration process for our Services. For example, we may collect Personal Information from your healthcare provider, such as your email or phone number, in order to register you for the Services.
- (2) Self-Reported Personal Information - We collect Personal Information that you provide or enter during the course of using the Services 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.
- (3) Social Information - We collect information that you provide to us pertaining to the people with whom you consent to share your Personal Information (such as a family member or caregiver), as well as communications between you and such individuals.
- (4) Communications with Your CKD Network - We collect information that you publicly post through the Websites in group chats and group exercises with your CKD Network, or that you otherwise provide in connection with the use of the Services.
- (5) 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 Services.
- (6) Demographic Information - We collect demographic information, such as age, gender and geographic location, in connection with your use of the Software.

- (7) 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 chronic kidney disease, kidney failure (end stage renal disease), and to provide us with feedback on the Services. We collect any responses that you provide.
- (8) Augmenting – From time to time, we may use or augment your Personal Information with information obtained from third parties. We use this information for verifying your contact information, eligibility, and to better understand your interests.

B. 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 Services. 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 Services. We use this information for a variety of purposes including, but not limited to, assessing the performance of, or enhancing your experience with, the Services.

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

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 Services. Further, third parties may use tracking technologies with our Services. 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 Services 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.

C. 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.

D. An Additional Note

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

In addition, by using the Services, you consent to and authorize Cricket to disclose your eligibility for and participation in the Services (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 Services. 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 Information 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 Services. The Services include the ability for users to share Personal Information, 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 Services, 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 Services, 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 INFORMATION

In general, we will not rent or sell your Personal Information. Also, we will not share your Personal Information with other people or non-affiliated companies except in connection with providing the Services, 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:

A. We may use your Personal Information to:

- (1) provide you with the Services;
- (2) perform engagement and outreach activities and call monitoring;
- (3) direct marketing, including providing 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;
- (4) notify you about changes to the Services, the Terms of Service, and/or this Privacy Policy;
- (5) improve our Services and to ensure that content on the Services is presented in the most effective manner for you and such content is relevant;
- (6) administer our Services and for internal operations, including troubleshooting, data analysis, support, testing, research, statistical and survey purposes, responding to law enforcement requests as required by applicable law, investigating and defending ourselves against any claims or allegations, pursue business development

opportunities including, but not limited to, evaluating or conducting a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of Cricket's assets;

- (7) respond to user submissions;
- (8) create de-identified datasets, to the extent permitted by applicable law;
- (9) create aggregated datasets, to the extent permitted by applicable law;
- (10) Protect the personal safety of users of the Services and defend and protect our rights, property, employees, customers or patients; and
- (11) help keep our Services safe and secure.

B. We may disclose your Personal Information to:

- (1) Healthcare Professionals – We may share your Personal Information with your healthcare provider including, but not limited to, your nephrologist, primary care physician, and the Cricket PC.
- (2) Healthcare Payers - We may share your Personal Information with your healthcare payer, such as your health plan, HMO, PPO, Medicare Advantage Organization, Managed Care Organization, or any other financial sponsor.
- (3) Third Parties Acting on Our Behalf – We may share your Personal Information with certain third parties to provide the Services 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 Information for their own purposes.
- (4) Third Parties in Order to Comply with Law - We may be required to disclose your Personal Information 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 Information 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.
- (5) Third Parties for Business Management -- We may transfer your Personal Information 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 Information.
- (6) 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 Information with institutional clients, partners, investors and contractors for any purposes related to our marketing, business, and/or research practices.
- (7) Third Parties as Authorized by You - We may disclose your Personal Information in accordance with your prior written authorization.

C. Use / Disclosure of Information Submitted to Message Boards

You acknowledge that our Services 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 Information included in such postings, may be visible to other users and providers of the Services including, but not limited to, your CKD Network, health coaches, authorized personnel, administrators, and other users of the Services.

IN THE CASE OF YOUR USE OF MESSAGE BOARDS, WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF ANY INFORMATION, INCLUDING PERSONAL INFORMATION, 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 Information 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 Information we collect. We cannot, however, ensure or warrant the security of any Personal Information 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 Information, 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 Services 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 Services. 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 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 Information 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 Information. Your rights to access your Personal Information 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 Information from children under the age of 13, and our Services are not directed at users under the age of 13. If we find that Personal Information 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 Services, or information we may retain to comply with legal requirements. Opting out will not prevent your access to the Services.

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

9. CHANGES TO OUR PRIVACY POLICY

By using the Services, 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 Information 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 Services 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 Services 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 Services.

10. SPECIAL NOTICE TO CALIFORNIA RESIDENTS

THIS SECTION APPLIES ONLY TO CALIFORNIA RESIDENTS.

A. Personal Information Definition and Categories

Under Section 10 of this Privacy Policy, “you”, “your”, “our” refers only to California residents. Under Section 10 of this Privacy Policy, “Personal Information” means only information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal Information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular consumer or household:

- (1) Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver’s license number, passport number, or other similar identifiers (“Identifiers”).
- (2) Any categories of personal information described in subdivision (e) of Section 1798.80.
- (3) Characteristics of protected classifications under California or federal law.
- (4) Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- (5) Biometric information.
- (6) Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer’s interaction with an internet website, application, or advertisement.
- (7) Geolocation data.
- (8) Audio, electronic, visual, thermal, olfactory, or similar information.
- (9) Professional or employment-related information.
- (10) Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g; 34 C.F.R. Part 99).
- (11) Inferences drawn from any of the information identified in this subdivision to create a profile about a consumer reflecting the consumer’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

B. Collection of Personal Information for a Business Purpose

Cricket may collect your Personal Information for business purposes. In the preceding twelve (12) months, Cricket has collected Personal Information from the following categories (see Section 10(A)(1)-(11) of this Privacy Policy) from its consumers:

- (1) Identifiers;

- (2) Any categories of personal information described in subdivision (e) of Section 1798.80;
- (3) Characteristics of protected classifications under California or federal law.
- (4) Internet or other similar network activity;
- (5) Geolocation data;
- (6) Sensory data; and
- (7) Professional or employment-related information.

C. Sources of Personal Information

Cricket obtains Personal Information from the following categories of sources:

- (1) Directly from you – For example, from forms you complete or products or services you purchase;
- (2) Indirectly from you – For example, from observing your actions on our Websites;
- (3) Other people – For example, from individuals who may refer you to Cricket or otherwise provide information about you to Cricket.

D. Disclosures of Personal Information for a Business Purpose

Cricket may disclose your Personal Information to a third party for business purposes. When Cricket discloses Personal Information for a business purpose, it is pursuant to a contract between Cricket and the third party recipient. This contract sets forth the purpose for the disclosure and the third-party service provider's obligations to protect the confidentiality of the Personal Information.

In the preceding twelve (12) months, Cricket has disclosed the following categories of Personal Information for a business purpose to third-party service providers:

- (1) Identifiers;
- (2) Personal information categories listed in the California Customer Records statute;
- (3) Internet or other similar network activity;
- (4) Geolocation data.

E. Sales of Personal Information

In the preceding twelve (12) months, Cricket has not sold Personal Information.

F. California Consumer Privacy Act ("CCPA") Rights for California Residents

The CCPA provides you with specific rights regarding their Personal Information. This section describes a California resident's rights under the CCPA.

- (1) Access to Specific Information and Data Portability Rights

You have the right to request that Cricket disclose certain information to you about its collection and use of your Personal Information over the past twelve (12) months. Promptly following receipt of a verifiable consumer request, Cricket will disclose to you:

- (a) The categories of Personal Information we collect about you;
- (b) The categories of sources for the Personal Information we collected about you;
- (c) Our business or commercial purpose for collecting or selling that Personal Information;
- (d) The categories of third parties with whom Cricket shares Personal Information;
- (e) The specific pieces of Personal Information that Cricket collected about you (also called a data portability request);
- (f) If Cricket sold or disclosed your Personal Information for a business purpose, two separate lists disclosing (i) sales, identifying the Personal Information categories that each category of recipient purchased and (ii) disclosures for a business purpose, identifying the Personal Information categories that each category of recipient obtained.

(2) Deletion Request Rights

You have the right to request that Cricket delete any of the Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm a verifiable consumer request for deletion, Cricket will delete (and direct our service providers to delete) your Personal Information from our records unless an exception applies.

Cricket may deny a deletion request if retaining the Personal Information is necessary for Cricket or our service providers to:

- (a) Complete the transaction for which Cricket collects the Personal Information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you;
- (b) Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;
- (c) Debug products to identify and repair errors that impair existing intended functionality;
- (d) Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;
- (e) Comply with the California Electronic Communications Privacy Act (Cal. Penal Code Section 1546 et seq.);
- (f) Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent;

- (g) Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with Cricket;
- (h) Comply with a legal obligation;
- (i) Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

(3) Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to Cricket by using any of the following methods:

Telephone:	(888) 780-0253
Email:	support@crickethealth.com
Postal:	Cricket Health, Inc. 251 Kearny St., Floor 7 San Francisco, CA 94108
Website:	www.crickethealth.com

Please provide your first and last name, details of your request, along with your preferred method of contact so that Cricket can respond to your request. Only you, a California resident, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child. We may deny requests from authorized agents who do not submit proof that they are authorized by you to act on your behalf.

A California resident may only make two (2) verifiable consumer requests for access or data portability within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative and describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Cricket cannot respond to your request or provide you with Personal Information if Cricket cannot verify your identity or authority to make the request and confirm the Personal Information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use Personal Information provided in a verifiable customer request to verify the requestor's identity or authority to make the request.

(4) Selling Personal Information

Cricket does not sell your Personal Information to third parties.

(5) Response Timing and Format

Cricket endeavors to respond to a verifiable consumer request within forty-five (45) days of its receipt. If reasonably necessary, Cricket may extend its duty to respond to the request by one additional forty-five (45) day period, provided that Cricket gives you written notice of the extension within the first forty-five (45) day period. Cricket will deliver its written response by mail or electronically, at the consumer's option. For data portability requests delivered electronically, Cricket will select a format to provide your Personal Information that is readily useable and should allow you to transmit your Personal Information from one Cricket to another entity without hindrance.

Any disclosures Cricket provides will only cover the twelve (12) month period preceding the verifiable consumer request's receipt. Cricket's response will also explain the reasons it cannot comply with a request, if applicable.

Cricket will not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If Cricket determines that the request warrants a fee, Cricket will tell you why it made that decision and provide you with a cost estimate before completing your request.

G. Non-Discrimination

Cricket will not discriminate against a California resident who exercises a CCPA right. Unless permitted by the CCPA, Cricket will not:

- (1) deny you goods or services;
- (2) charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- (3) provide you a different level or quality of goods and services; or
- (4) suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

11. 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.

Last Revision Date: January 1, 2020