

TERMS OF USE

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2. Data entry. In connection with using the site, and the services to locate and submit requests. you understand that:

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3. Use of site. Except for your non-commercial personal use, the Site, in whole or in part, may not be sold, reproduced, published, broadcasted via radio or television, or redistributed in any medium, directly or indirectly, for any commercial or non-commercial purpose, or used for advertising or any other purpose other. Unauthorized use of the Site and/or the Materials may violate applicable copyright, trademark or other intellectual property laws or other

laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials. The use of such materials on any other web site or in any environment of networked computers is prohibited. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

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4. Age and Responsibility. You represent that you are of sufficient legal age to use the Site and to create binding legal obligations for any liability you may incur as a result of the use of the Site. You understand that you are financially responsible for all uses of the Site by you and those using your login information.

5. Your Account Credentials. Only upon receiving login credentials (Username and Password) are you authorized to use a EVOLVE account. You should keep your credentials private and not share your credentials with anyone else. You must immediately notify us if your password has been stolen or compromised by sending an email to info@evolve-emod.com.

6. Privacy. Protecting member privacy and keeping your information secure are among our biggest priorities. Our [Privacy Policy](#) (see below) details how we may use, and maintain the information that you voluntarily share with EVOLVE. You consent to the use of your personal and/or member information by EVOLVE and/or its third party providers in accordance with the terms of and for the purposes set forth in the EVOLVE Privacy Policy.

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8. Limitation of Liability. EVOLVE and all of its content providers, agents and the like, in each instance will not be liable for (a) any direct, indirect, incidental, consequential and/or special damages arising out of your use of, or inability to use, the Site, and you hereby waive any claims with respect thereto, whether based on contractual, tort or other grounds, even if EVOLVE has been advised of the possibility of such damages, and/or (b) damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of any file, in each instance whether for breach of contract, tortious behavior, negligence, or under any other cause of action. For further clarity, in all events, EVOLVE and all of its content providers, agents and the like shall not be liable for the defamatory, offensive, or illegal conduct of other users of the Internet. Some jurisdictions do not allow implied warranties to be excluded or modified or liability to be limited, so not all of the above limitations may apply to you.

The provisions of this Section 6 and Section 5 above represent a reasonable allocation of the risks under this Agreement. EVOLVE’s willingness to allow you to use the Site reflects this allocation of risk and the limitations of liability specified herein.

9. Indemnification. You agree to indemnify EVOLVE and all of its content providers, agents and the like, in each instance from and against any and all claims, suits, liabilities, expenses (including, without limitation, attorneys’ fees), and/or damages arising out of claims based upon your use of the Site including, without limitation, any claim of libel,

defamation, violation of legal rights of others (including rights of privacy or publicity), loss of service by other subscribers and/or infringement of intellectual property or other rights.

10. Links. The Site may contain links to web sites operated by parties other than EVOLVE. Such links are provided for your reference only. EVOLVE does not control such web sites and is not responsible for their contents. EVOLVE makes no representation or warranty regarding any other web sites or the contents or materials on such web sites. The Site's inclusion of links to other web sites does not imply EVOLVE's endorsement of the material on the web sites or any association with their operators. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

11. Governing Law. This Agreement and its performance shall be governed by the laws of the state of New York, United States of America, without regard to its conflict of law provisions. You consent and submit to the exclusive jurisdiction of the state and federal courts located in the state of New York, United States of America, in all questions and controversies arising out of your use of this site and this Agreement.

12. No Waiver. The failure of either party to insist upon or enforce strict performance by the other party of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and EVOLVE nor the trade practice shall modify any provision of these Terms and Conditions.

13. Modification. EVOLVE may at any time modify these terms and conditions and your continued use of this site will be conditioned upon the terms and conditions in force at the time of your use.

14. Additional Terms. Additional terms and conditions may apply to purchases of goods and services and other uses of portions of the Site, and you agree to abide by such other terms and conditions.

15. Severability. These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

16. Intellectual Property Notices. All contents of the Site are Copyright ©EVOLVE and/or its suppliers, Evolve Emod, LLC, 280 W 10200 S Suite 200 Sandy, UT 84070 U.S.A. All rights reserved. EVOLVE and other names of EVOLVE services referenced in the Site are trademarks or registered trademarks of EVOLVE. Other product and company names mentioned in the Site are the trademarks of their respective owners.

17. Entire Agreement. These terms and conditions, together with those incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this site.

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PRIVACY POLICY

Evolve Emod, LLC. is committed to protecting your privacy and we take great care with your personal information. This policy will help you understand how we use and protect your information. If you have any questions, feel free to contact us at info@evolve-emod.com.

1. Introduction. Evolve Emod, LLC (“us,” “we,” “ or EVOLVE”) is committed to respecting the privacy rights of our customers, visitors, and other users of natmedtrans.com (the “site”) and related websites, applications, and services and mobile applications provided by EVOLVE and on/in which this Privacy Policy is posted or referenced (collectively, the “Services”). We created this Privacy Policy to give you confidence as you use the services and to demonstrate our commitment to the protection of privacy. This Privacy Policy is only applicable to the Services. This Privacy Policy does not apply to any other website or digital service that you may be able to access through the Services or any website or digital services of EVOLVE’s business partners, each of which may have data collection, storage and use practices and policies that may differ from this Privacy Policy. Your use of the Services is governed by this Privacy Policy and the Agreement (as the term “Agreement” is defined in our Terms of Use). Any capitalized term used but not defined in this Privacy Policy shall have the meaning in the Agreement.

BY USING THE SERVICES, YOU AGREE TO THE PRACTICES AND POLICIES OUTLINED IN THIS PRIVACY POLICY AND YOU HEREBY CONSENT TO THE COLLECTION, USE, AND SHARING OF YOUR INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY, YOU CANNOT USE THE SERVICES. IF YOU USE THE SERVICES ON BEHALF OF SOMEONE ELSE (SUCH AS YOUR CHILD) OR AN ENTITY (SUCH AS YOUR EMPLOYER), YOU REPRESENT THAT YOU ARE AUTHORIZED BY SUCH INDIVIDUAL OR ENTITY TO ACCEPT THIS PRIVACY POLICY ON SUCH INDIVIDUAL’S OR ENTITY’S BEHALF.

2. Information We Collect.

2.1. Personal Information Generally. Some of the services require us to learn more about you so that we can best meet your needs. When you access the Services, we may ask you to voluntarily provide us certain information that personally identifies you or could be used to personally identify you (“Personal Information”). Personal Information includes (but is not limited to) the following categories of information: (1) contact data (such as your e-mail address and phone number); (2) demographic data (such as your gender, your date of birth and your zip code); (3) insurance data (such as your insurance carrier, insurance plan, member ID, group ID and payer ID); (4) medical data (such as the doctors, dentists or other healthcare specialists, professionals, providers, or organizations (collectively, “Home Modification Providers”) you have visited, your reasons for visit, your dates of visit, your medical history, and other medical and health information you choose to share with us); and (5) other identifying information that you voluntarily choose to provide to us, including without limitation unique identifiers such as passwords, and Personal Information in emails or letters that you send to us. We may also collect additional information, which may be Personal Information, as otherwise described to you at the point of collection or pursuant to your consent. You may still access and use

some of the Services if you choose not to provide us with any Personal Information, but features of the Services that require your Personal Information will not be accessible to you.

2.2. HIPAA and PHI. Under a federal law called the Health Insurance Portability and Accountability Act (“HIPAA”), some demographic, health and/or health-related information that EVOLVE collects as part of providing the Services may be considered “protected health information” or “PHI.” Specifically, when EVOLVE receives identifiable information about you from or on behalf of your Home Modification Providers, this information is considered PHI.

HIPAA provides specific protections for the privacy and security of PHI and restricts how PHI is used and disclosed. EVOLVE may only use and disclose your PHI in the ways permitted by your Healthcare Provider(s). In addition, you may be asked to sign the EVOLVE authorization (the “EVOLVE Authorization”). Your decision to sign the EVOLVE Authorization is entirely voluntary. If you choose to sign the EVOLVE Authorization, you agree that EVOLVE may use and disclose your PHI in the same way it uses and discloses your Personal Information that is not PHI. These uses and disclosures are described in this Privacy Policy. To the extent any provision in the EVOLVE Authorization is inconsistent with this Privacy Policy or other provisions of the Agreement, then the provision in the EVOLVE Authorization only controls with respect to your PHI. If you do not sign the EVOLVE Authorization, then your Personal Information that is not PHI is governed by this Privacy Policy and your Personal Information that is PHI is used and disclosed only as permitted by your Healthcare Provider(s).

For all Healthcare Payers and Home Modification Providers, you hereby understand that you will be asked to sign the EVOLVE Business Associate Agreement (the “EVOLVE BAA”). As such, you hereby understand that you are willing to abide by the terms listed in the EVOLVE BAA. If any violation of the EVOLVE BAA is suspected, your account may be suspended until an investigation can be performed proving otherwise. Upon completion of the investigation, account access will either be granted or denied, dependent upon the findings of the investigation.

3. Disclosure of Information. In certain circumstances, and in order to perform the Services, we may disclose certain information that we collect from you:

- We may share your Personal Information with Home Modification Providers with whom you choose to schedule through the services. For example, if you complete a Medical History Form using the Services in advance of an appointment and elect to share it with your selected Healthcare Provider, we may share your Medical History Form with such selected Home Modification Providers.
- Provided that you choose to use the applicable Services, we may share your Personal Information with your Home Modification Providers to enable them to refer you to and make appointments with other Healthcare Providers on your behalf or to perform analyses on potential health issues or treatments.
- We may share your Personal Information with Home Modification Providers in the event of an emergency.
- To make your information more securely and easily accessible to your Healthcare Providers, we may share your Personal Information with Health Information Exchanges and related organizations that collect and organize your information (such as Regional Health Information Organizations). The goal of such organizations is to facilitate access to health information to improve the safety, quality, and efficiency of patient-centered care. More information on Health Information Exchanges can be found [here](#) and [here](#).
- We do not sell email addresses to third parties. We may share your Personal Information with our partners to customize or display our advertising.

- We may share your Personal Information and Traffic Data with our partners who perform operational services (such as hosting, billing, fulfillment, data storage, security, insurance verification, Website analytics, or ad serving) and/or who make certain services, features or functionality available to our users.
- We may share your Personal Information with the insurance provider you identify to us (and via our partners) to determine eligibility and cost-sharing obligations, and otherwise obtain benefit plan information on your behalf.
- We may transfer your information to another company in connection with a merger, sale, acquisition or other change of ownership or control by or of EVOLVE (whether in whole or in part). Should one of these events occur, we will make reasonable efforts to notify you before your information becomes subject to different privacy and security policies and practices.

We also may need to disclose your Personal Information or any other information we collect about you if we determine in good faith that such disclosure is needed to: (1) comply with or fulfill our obligations under applicable law, regulation, court order or other legal process; (2) protect the rights, property or safety of you, EVOLVE or another party; (3) enforce the Agreement or other agreements with you; or (4) respond to claims that any posting or other content violates third-party rights.

We may disclose information that is neither Personal Information nor PHI (including non-PHI Personal Information that has been de-identified and/or aggregated) at our discretion.

4. Public Information. You agree that any information that you may reveal in a review posting or online discussion or forum is intentionally open to the public and is not in any way private. We recommend that you carefully consider whether to disclose any Personal Information in any public posting or forum. What you have written may be seen and/or collected by third parties and may be used by others in ways we are unable to control or predict.

5. Storage and Security of Information. The security of your Personal Information is important to us. We endeavor to follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and in storage. For example, when you enter sensitive information on our Site, we encrypt that information using Secure Socket Layer (SSL) technology.

We store and process your information on our servers in the United States and abroad. We maintain industry standard backup and archival systems.

Although we make good faith efforts to store Personal Information in a secure operating environment that is not open to the public, we do not and cannot guarantee the security of your Personal Information. If at any time during or after our relationship we believe that the security of your Personal Information may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we will endeavor to notify you as promptly as possible under the circumstances. If we have your e-mail address, we may notify you by e-mail to the most recent e-mail address you have provided us in your account profile. Please keep your e-mail address in your account up to date. You can update that e-mail address anytime in your account profile. If you receive a notice from us, you can print it to retain a copy of it. To receive these notices, you must check your e-mail account using your computer or mobile device and email application software. You consent to our use of e-mail as a means of such notification. If you prefer for us to use the U.S. Postal Service to notify you in this situation, please e-mail us at info@evolve-emod.com. Please include your address when you submit your request. You can make this election any time, and it will apply to notifications we make after a reasonable time thereafter for us to process your request. You may also use this e-mail

address to request a print copy, at no charge, of an electronic notice we have sent to you regarding a compromise of your Personal Information.

6. Controlling Your Personal Information & Notifications. If you are a registered user of the Services, you can modify certain Personal Information or account information by logging in and accessing your account. If you wish to close your account, please email us at info@evolve-emod.com. EVOLVE will delete your account and the related information at your request as soon as reasonably possible. Please note, however, that EVOLVE reserves the right to retain information from closed accounts, including to comply with law, prevent fraud, resolve disputes, enforce the Agreement and take other actions permitted by law.

You must promptly notify us if any of your account data is lost, stolen or used without permission.

7. Information Provided on Behalf of Children and Others. The Services are not intended for use by children and children are prohibited from using the Services. EVOLVE does not knowingly collect any information from children, nor are the Services directed to children.

By accessing, using and/or submitting information to or through the Services, you represent that you are not younger than age thirteen (13). If we learn that we have received any information directly from a child under age thirteen (13) without his/her parent's written consent, we will use that information only to respond directly to that child (or his/her parent or legal guardian) to inform the child that he/she cannot use the Services, and we will subsequently delete that information.

If you are between age thirteen (13) and the age of majority in your place of residence, you may use the Services only with the consent of

or under the supervision of your parent or legal guardian. If you are a parent or legal guardian of a minor child, you may, in compliance with the Agreement, use the Services on behalf of such minor child. Any information that you provide us while using the Services on behalf of your minor child will be treated as Personal Information as otherwise provided herein.

If you use the Services on behalf of another person, regardless of age, you agree that EVOLVE may contact you for any communication made in connection with providing the Services or any legally required communications. You further agree to forward or share any such communication with any person for whom you are using the Services on behalf.