

# Patient Flow Privacy Policy

This Privacy Policy describes how Altera Digital Health Inc. ("Altera") protects your personal information when you use the Patient Flow application and all related products and services (collectively, the "Service"). Altera is located at 2429 Military Road, Suite 300, Niagara Falls, NY 14304. All references to Altera include its subsidiaries or affiliates involved in providing the Service. All references to you include your Authorized Individuals, if any.

Your use of the Service is subject to this Privacy Policy as well as our Altera End User App Agreement. After reading this Privacy Policy, you will know:

- Summary of Data Practices
- Definitions
- What information Altera Collects
- How Altera Uses Your Information
- How the Information is Shared with Third Parties
- Choices You Have About How Altera Uses Your Information
- How Altera Protects Your Information
- How We Provide Required Notices of Security Breaches
- How We May Change this Privacy Policy
- How to Obtain More Information About this Privacy Policy

Please review this Privacy Policy and the Altera End User App Agreement carefully. If you do not agree with our practices, do not access or use any part of the Service.

## A. Summary of Data Practices

### **Do we release your user data for the for the following purposes? User Data Aggregate Data**

Marketing and advertising	No	No
Reporting about our company and our customer activity	No	Yes
For developing software applications	No	No
Do we require limiting agreements that restrict what third-party service providers can do with your personal information?	Yes	N/A
Do we stop releasing your personal information via the service if you terminate your use of the service?	Yes	N/A

Do we have security measures that are reasonable and appropriate to protect user data, in any form, from unauthorized access, disclosure or use?	Yes	Yes
Do we store user data in the jurisdiction in which the provider is located?	Yes	Yes

## B. Definitions

### Aggregate Data

Aggregate Data is Personal Information that is: (1) grouped so it does not connect to you as an individual and (2) has names and other identifiers removed or altered. In other words, Aggregate Data is de-identified data and cannot be used to identify you as an individual.

### User Data

When you sign up for the Service, you provide information about you. This information makes up User Data. Any information in the Service is considered User Data. User Data might include, but is not limited to the following:

- o Your name and contact information, such as your address, phone number, or email address
- o User account information, such as user name and password.

As described further below, Altera may use your User Data to achieve the following:

- o Operate and manage the Service
- o Maintain and protect its computer systems
- o Comply with the law, such as responding to subpoenas and search warrants

User Data includes Personal Information and Aggregate Data.

### Personal Information

Personal Information means information about you that reasonably can be linked to you such as your name, user name/password, and other identifiers.

### Provider

A healthcare provider, healthcare practice, or hospital with whom Altera licenses its software, products, or solutions.

### Reporting

Altera and our Service Providers might report about business activities and customers (you) to

others, such as investors, auditors, potential business partners, or public communities. Reports will not include Personal Information without your specific permission or as permitted or required by law.

### **Service Providers**

A Service Provider is an entity that is hired to perform certain functions for Altera to support the development, maintenance, and implementation of the Service. Service Providers may include software or website designers and data storage providers.

### **Security Measures**

Security measures can include computer safeguards, secured files, and employee security training. In addition, Altera may be required by law to notify you and/or regulatory authorities about certain data breaches.

## **C. What Information Altera Collects**

1. Before you register for the Service, Altera may collect your information in two ways:
  1. If you contact Altera through the Internet and provide Altera with your contact information (e.g., name, mailing address, email address and other information);
  2. Altera may obtain your contact information from a Provider. In either case, Altera will use such information for the sole purpose of informing you about the Service and inviting you to register for the Service.
2. To use the Service, you must complete the registration process, which includes accepting the Altera End User App Agreement. You also may be asked to confirm the information that you or a Provider has provided to Altera prior to registration, if any. Further, to register, you must agree to the Altera End User App Agreement which incorporates this Privacy Policy.
3. In general, Altera collects all information that you supply directly to the Service. Altera also may collect information from a Provider. By using the Service, you also authorize Altera to collect information regarding you from the Provider. Further, Altera may collect information from Service Providers for the purpose of facilitating your use of the Service.
4. Altera passively collects information from you as you navigate through our Service. Altera may track IP addresses, use tracking devices (e.g., session and persistent cookies, flash cookies, web beacons), and electronically gather information about the technology you use to access the Service and the areas of the Service you utilize. Altera passively collects this information for operational purposes such as evaluating, updating and improving the Service.
5. Altera may collect information from your mobile device's camera or microphone for purposes of providing the Service.

## **D. How Altera Uses Your Information**

1. Altera uses your information to provide the Service as described in the Altera End User App Agreement, as well as to enhance the performance of the Service and/or create new services. Altera will not use Personal Information for product development or product enhancement without your express, written permission.
2. Once you successfully register to use the Service, Altera may use your information to facilitate the exchange of information and communication between you and the Provider.
3. Altera will not sell or rent, your Personal Information without your written consent. Altera will not use or disclose your Personal Information, except as described in this Privacy Policy, the Altera End User App Agreement, or as permitted or required by law.

## **E. Sharing Your Information With Third Parties**

Altera may make your Personal Information available to third parties participating in the Service. Additionally, Altera may make your information available to third parties pursuant to your written authorization.

Altera may disclose your Personal Information to Altera' Service Providers that provide technical support or other services to Altera related to the Service. All such Service Providers are subject to confidentiality obligations and may only access and utilize your data for purposes of fulfilling their obligations to Altera.

If a third party acquires the assets of Altera related to the Service and its products and services (whether by sale, merger, change of control, bankruptcy or otherwise), your Personal Information may be transferred to the new owner(s). In such case, your Personal Information would remain subject to the provisions of the Altera privacy policy that was in effect immediately prior to the transfer unless Altera provides you notice otherwise.

## **F. Choices You Have About How Altera Uses Your Information**

**Managing Your Account.** Generally, use of the Service requires use of your Personal Information. If you do not want to share your Personal Information, do not access or use any part of the Service. the Personal Information you provide to Altera for use:

Terminating Your Account. You may terminate your Altera account at any time by utilizing the account management tool of the Service. Altera will not maintain any Personal Information upon termination of your account. Please note that copies of your Personal Information may remain in your Providers' or other third-parties' records.

## **G. How Altera Protects Your Information**

Altera uses physical, technical, and administrative Security Measures to maintain the confidentiality, integrity, availability, and security of information related to the Service. Additionally, Altera encrypts all Personal Information during transmission between the Provider and the Service.

The safety and security of your Personal Information also depends on you. You are solely responsible for deciding to disclose or transmit Personal Information through your use of the Service to any external third party. You should never share your password with anyone else. Notify Altera promptly if you believe your password has been breached.

## **H. Security Breach Notification Requirements**

Pursuant to applicable law, Altera may be required to send you notice of security breaches or suspected security breaches that impact your Personal Information.

## **. Changes to this Privacy Policy**

Altera reserves the right to change the Privacy Policy in its sole discretion. In such case, Altera will post the new Privacy Policy on the web site and the effective date of the new Privacy Policy will be clearly marked. If Altera updates this Privacy Policy, your continued use of the Service (following the posting of the revised Privacy Policy) means that you accept and agree to the terms of the revised Privacy Policy. Remember, by using any part of the Service, you accept and agree to our Privacy Policy and privacy practices.

## **I. More information**

If you have additional questions, please contact Altera any time. Or write to the company at:

Privacy Matters c/o Altera Healthcare, LLC  
2429 Military Road

Suite 300  
Niagara Falls, NY 14304 (USA)

Or email  
[Privacy@Alterhealth.com](mailto:Privacy@Alterhealth.com)

*Date last modified: August 4, 2022*  
*Version 2.1*