

Privacy Statement¹

This Privacy Statement explains how your (“your” or “you”) personally identifiable information is collected and used by [USAP Continuum Partners of Florida, Inc.] (“USAP”, “we” or “us”) on this website and any website, apps, services or content controlled by USAP that includes, displays, attaches, links to, or references this Privacy Statement, including, without limitation, all services, products, applications, content, features, and functionality available through such websites, apps or services (the “Site”).

In addition to this Privacy Statement, users of the Site should consult the Terms and Conditions of Use and the Notice of Privacy Practices. [You may review other policies specifically related to patient information (protected health information or PHI) submitted through the Patient Portal.]

We are committed to maintaining the privacy and confidentiality of your personal information and complying with applicable data protection laws. The purpose of this Privacy Statement is to provide you with information regarding how we collect, use, process, store, disclose and protect the information you provide when you use the Site. This Privacy Statement also describes the choices you can make about our use of your information, and how you may contact us if you have further questions about USAP’s use of your information. This Privacy Statement applies only to information collected by USAP through utilization of the Site.

PLEASE READ THIS PRIVACY STATEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION APPLICABLE TO YOU, TOGETHER WITH ANY ENTITY OR ORGANIZATION FOR WHICH YOU ACCESS OR USE THE SITE, REGARDING THE PRIVACY AND SECURITY OF INFORMATION COLLECTED, USED, OR DISCLOSED BY USAP. You understand and agree that, by visiting the Site, you are accepting, without modification, this Privacy Statement. If you disagree with any portion of this Privacy Statement, then your only option is to not use the Site.

We may update or modify this Privacy Statement at any time, by posting the updated version including the effective date of the updated version. Please review this Privacy Statement periodically for any updates or changes. This Privacy Statement is binding on all those who access our Site, whether acting as an individual or on behalf of an entity, including you and all persons, entities, or digital engines of any kind that harvest, crawl, index, scrape, spider, or mine digital content by an automated or manual process or otherwise. Please read this Privacy Statement carefully. Your continued use of the Site is considered your acceptance of these terms, and you agree to the terms of this Privacy Statement and the collection and use of information in accordance with this Privacy Statement. If you do not agree to be bound by this Privacy Statement or any subsequent modifications, you should not access our Site or disclose any personal information through our Site.

When you visit the Site, USAP may collect and store personally identifiable information, such as your name, address, and email address. The information that we collect and store about you depends on the page you visit and the services in which you elect to participate. We use this information to operate our services, improve the quality of our services, offer you opportunities we think will interest you, and better tailor the

¹ Consider separate Consumer Health Data Privacy Notice to apply to subset of information: data that may constitute “Consumer Health Data” under laws enacted by certain states, including “Washington’s My Health, my Data” Act and Nevada’s SB 370.

advertising you see from us to suit you. This information is not shared with anyone outside of USAP except as provided for in this Privacy Statement or as explained at the time the information is collected.

More specifics on the information we collect and how we use it are outlined within this Privacy Statement below. This Privacy Statement is incorporated into our Site Terms of Use.

This Privacy Statement contains the following information, which you can access by scrolling down:

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1. How to Contact Us

If you have any questions, concerns, or complaints about our use of your Personal Information (as defined below), please email our Compliance team at Compliance@USAP.com

2. Personal Information

We may collect certain personally identifiable information (“Personal Information”) that you voluntarily provide to us when you interact with the Site, such as your name, email address, postal address, phone number, or other contact details. Personal Information is information that identifies, relates to, describes, can reasonably be associated with, or can reasonably be linked to a particular individual. We automatically collect Personal Information when you visit the Site. We may also collect Personal Information from other sources, as described below.

We may collect Personal Information from you and any devices (including mobile devices) you use when you: use the Site, subscribe to any email lists, newsletters, or other publications, contact USAP via phone, email, postal mail, or other means, connect with USAP's social media pages, or respond to USAP's communications to you, such as surveys or requests for feedback. Please remember that any information that is disclosed in public comments, forums or other areas enabling other users to submit comments (“Forums”) becomes public information, is not maintained or treated as confidential, and you should exercise caution when deciding to disclose your Personal Information.

In addition, we may also collect Personal Information about you from third parties in connection with the Site, including from the following sources:

- Service providers (e.g., data hosting providers)
- Data analytics service providers
- Email, chat, survey, feedback, and other communications service providers
- Customer service
- Social media platforms
- Promotional partners

If we combine or associate information from other sources with Personal Information that we collect through the Site, we will treat the combined information as Personal Information in accordance with this Privacy Statement.

3. Information We Collect

We may collect the following categories of Personal Information from you, depending on your interactions with the Site and the choices you make, as further described in the chart below:

Category	Data Types	
Identifiers	Name, email address, shipping postal address, billing postal address, work address, telephone number, and Internet Protocol (IP) address.	
Payment and Purchasing Information	Financial information provided by you when using the Site, including name, billing and shipping address, payment information, and other financial data.	
Employment-Related Information	Information you provide when applying for employment with USAP through the Site, such as education information, professional certifications, work eligibility status, and current and past employment history.	
Interactions	Records of transactions and other information you post or otherwise submit to the Site, including emails or other communications you provide to us.	
Internet/ Electronic Network Activity	Browser History	Data about the webpages you visit, including without limitation web browser specifications, website visits before accessing the Site, and website visits after leaving the Site.
	Device, Connectivity, and Configuration Data	Data about your device and nearby networks, including internet connection information, computer equipment information, regional and language settings.
	Geolocation Data	Data about your device's location, which is inferred from your internet connection data, your IP

		address, and your postal address, or which you may choose to allow us to access by granting the Site access to your location when prompted.
Demographic Data	Data about you such as your business or company information, professional or personal reference contact information, and other data reflecting your preferences for the Site.	
Third-Party Social Network Service(s)	If you choose to access, visit, and/or use any third-party social networking service(s) that may be integrated with the Site, we may receive your Personal Information and other information about you and your computer, mobile, or other device that you have made available to those social networking services, including information about your contacts through those services. Some social networking services will facilitate registration or enhance or personalize your experience on the Site. This includes if you “follow,” “like,” or link your social networking account to the Site. Your decision to use a social networking service in connection with the Site is voluntary. However, you should make sure you are comfortable with the information your third-party social networking services may make available by reviewing privacy policies of those providers and/or modifying your privacy settings directly with those networking services.	

We do not request, solicit, or require you to submit, upload or transmit Protected Health Information (“PHI”), as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), in order to access the Site. This Site may collect health information, including Protected Health Information (PHI), to provide your care plan before and after surgery. We comply with HIPAA, the HITECH Act, and applicable state privacy laws. Your PHI is encrypted in transit and at rest, and only authorized clinical staff may access it. We will never sell your PHI. You may request our full HIPAA Notice of Privacy Practices by emailing Compliance@usap.com. To the extent USAP receives PHI, USAP will handle the PHI in accordance with applicable law and our Notice of Privacy Practices. USAP CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR YOUR USE OR MISUSE OF PHI OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED, OR RECEIVED WHILE USING THE SITE.

We generally process your information when we need to do so to provide services to you, fulfill a contractual obligation, or where we or someone we work with needs to use your personal information for a reason related to their business. These legitimate interests are further detailed in the “How We Use Your Information” section below. We only process Personal Information for these interests after considering the potential risks to your privacy.

4. How We Use Your Information

We generally process your information when we need to do so to fulfill a contractual obligation or where we, or someone we work with, needs to use your Personal Information for a reason related to their provision of services on our behalf. We only process Personal Information for such legitimate interests as further detailed in the chart below:

Collection Type	Description	How We Use Information Collected
Newsletter Subscription Information	You may provide your email address in order to receive our newsletter via email.	To contact you with newsletters, marketing or promotional materials and other information that may be of interest to you.
Customer Service Information	This may include any information that you choose to provide, whether by phone, email, mail, or chat, to our customer service representatives or other USAP employees or Representatives (as defined below).	To provide, maintain, operate, personalize, and improve the Site and services. To evaluate and improve the content of the Site. To respond to your questions and requests. To provide customer support. To allow you to participate in interactive features of the Site when you choose to do so.
Demographic Data	We may collect such Personal Information when you make a purchase, contact us, and respond to our communications to you. Demographic data may include data about: Your business or company information; Your professional or personal reference contact information; and Other data reflecting your preferences for the Site.	To provide, maintain, operate, personalize, and improve the Site. To evaluate and improve the consent of the Site. To provide customer support. To monitor the usage of the Site. To gather analysis and assess trends and interests.
Payment and Purchasing Information	This includes any information that you choose to provide when conducting financial transactions on the Site, including information we receive from vendors or service providers, such as payment processors.	To provide you with services. To process your transactions. To respond to your questions and requests. To provide customer support. To provide you with recent information about a transaction.
Employment-Related Information	This includes any information that you choose to provide when applying for employment with USAP through the Site, including information you may provide to our third-party employment service providers.	To enforce our agreements, terms, conditions, and policies. To prevent or investigate fraud. To evaluate eligibility for employment. To determine employment decisions.

<p>Third-Party Data</p>	<p>This may include both Personal Information and non-personally identifiable information from our partners, vendors, data brokers, or public sources.</p>	<p>To provide, maintain, operate, personalize, and improve the Site. To monitor the usage of the Site. To gather analysis and assess trends and interests. To work with our service providers who perform certain business functions or services on our behalf. To provide you with advertising content in which we think you will be interested. As part of this customization, we may observe your behaviors on the Site or on other websites.</p>
<p>Location Information</p>	<p>We may collect general location information if you use features on the Site that provide location-based services.</p>	<p>To provide you with location-based services. To monitor the usage of the Site. To gather analysis and assess trends and interests. To customize the Site to your preferences and location.</p>
<p>Anonymized Information</p>	<p>We may use anonymized and aggregated information that may be created or derived from your Personal Information or usage of the Site for purposes that include data analysis, improving the Site, advertising, and developing new features and functionality within the Site.</p>	<p>To provide, maintain, personalize, and improve the Site. To monitor the usage of the Site. To prevent or investigate fraud. To gather analysis and assess trends and interests. To conduct aggregate or research analysis to enhance, protect, and make informed decisions on the Site. To detect, prevent, and address technical issues. To enforce agreements, terms, conditions, and policies. To help maintain the safety, security, and integrity of the Site and technology assets.</p>
<p>Usage Information</p>	<p>This can be Personal Information and non-personally identifiable information that may be collected about you when you are using the Site, and this may include: Information about your interactions with the Site, which includes the date and time of any information you enter into the Site and your interactions with other users of the Site and what content or features you interacted with. Technical data which may include URL information, cookie data, web beacons, web pixels, clickstream</p>	<p>To improve our content and the products, services, materials, and other content we make available through the Site. To optimize the display of the Site on your device. To provide, maintain, personalize, and improve the Site. To provide customer support. To monitor the usage of the Site. To allow you to participate in interactive features of the Site when you choose to do so. To gather analysis and assess trends and interests. To enforce our agreements, terms, conditions, and policies. To detect, prevent, and address technical issues. To prevent or</p>

	<p>information collection, and other tracking technology information, your IP address, the types of devices you are using to access or connect to the Site, unique device IDs, device attributes, network connection type (e.g., Wi-Fi, 3G, LTE, Bluetooth) and provider, network and device performance, browser type, language, and operating system. Further details about the technical data that is processed by us can be found below. The Site uses cookies, unique identifiers, and similar technologies to collect information over time and across different websites when you use or visit the Site. We or our third-party partners use common tracking tools to collect information about the pages you view, the Site functions that you access, the buttons and icons you click, and to remember your login information and Site settings to make it easier and more efficient for you to use the Site, and to provide advertising content that we think may be of interest to you. For more information about our use of cookies, pixels, and web beacons, please see the “Tracking Technologies” section below. We or our third-party partners may use invisible pixels or beacons on the Site to count how many users access or use certain pages, features, or content.</p>	<p>investigate fraud. To provide you with advertising content in which we think you will be interested. As part of this customization, we may observe your behaviors on the Site or on other websites. To help maintain the safety, security, and integrity of the Site and technology assets. To investigate complaints and potential violations of our policies.</p>
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5. Tracking Technologies

Cookies are small data files that are downloaded onto your computer or mobile device when you use the Site, which are unique to your device or account. Cookies make it easier for you to use the Site by saving your preferences so that we can use these to improve your next and subsequent visits to the Site. Cookies help us learn which areas of the Site are useful and which areas need improvement.

You can choose whether to accept cookies by changing the settings on your browser or device. Each browser has its own methods for doing this. For detailed instructions on how to disable, block or delete cookies in your browser, consult your browser’s help files or visit How to Manage Cookies. Please bear in mind that

if you choose to disable this function, your experience with the Site may be impaired and some features may not work as they were intended. When we use cookies or other similar technologies, we may set the cookies ourselves or ask third parties to do so to help us.

Please note that the Site is not set up to respond to Do Not Track (DNT) signals, but it does respond to browser cookies settings. You may opt-out from receiving personalized advertising from some third parties by visiting here. Please note that these choices will not opt you out of receiving advertisements. You will continue to receive generic advertisements. Pixels, Web Beacons. We or our third-party partners may use invisible pixels or beacons on the Site to count how many users access or use certain pages, features or content. This information is collected and reported in the aggregate. We may use this information to improve our current Site offerings, develop new products or services, and target information to you that may be helpful and useful to you based upon your use of the Site.

6. Texting

If you sign up to receive text messages from us on the Site, you are consenting to receive text messages related to your relationship with us, including your appointment schedule, patient portal account, one-time passcodes, billing notifications, appointment reminders, and care management. These texts are unencrypted and message and data rates may apply. Message frequency may vary. Note that carriers are not liable for delayed or undelivered messages.

You can opt-out of SMS messages by emailing Support@healthepath.com. You will no longer receive SMS messages from the Site you opted out from. If you want to join again, sign up using your patient portal account or email: Support@healthepath.com.

If you are experiencing issues with the messaging program, you can contact our Support Help Desk by sending an email to Support@healthepath.com

7. Disclosing Information

We may disclose non-personally identifiable information to third parties at our discretion. We do not sell your Personal Information. In connection with the Site, we may disclose your Personal Information to certain third parties who we engage to help us run our business and perform services on or through the Site, including under the following circumstances:

- Service providers who assist us in operating the Site, conducting our business, or servicing you (for example, a web hosting company whose services we use to host the Site).
- Software and service providers we use to manage and process your information (for example, analytics partners).
- Corporate affiliates, including corporate parents, subsidiaries, other affiliated entities and associated entities, and customers and clients.
- Marketing service providers we use to communicate with you.
- Business partners, including promotional partners who are helping us run a joint promotion or who provide a product or service in partnership or collaboration with us in participating regions.
- Third parties in the event of a merger, acquisition, sale of assets, joint venture, assignment, transfer, or other disposition of all or any portion of our business, assets, or stock (including in connection with any bankruptcy or similar proceedings).

- Other third parties that you expressly request or authorize use to disclose your Personal Information to.

Additionally, we may disclose your Personal Information to third parties where required to do so by law, where it is necessary in connection with the Site or products, where it is necessary in response to valid requests from public authorities (e.g., a court or government agency), where necessary to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or others, where necessary to detect, prevent, or otherwise address fraud, security, or technical issues, or where we have a legitimate interest in doing so. USAP does not disclose Personal Information to public and government authorities absent a court order or other legally enforceable request.

Most of the third parties with whom we share your Personal Information are located and store your information in the United States, although some may be located or store your information outside of the United States.

8. Acknowledgment

To the extent that you provide or transmit any information, including, but not limited to, any Personal Information and any information that identifies any other individual (including without limitation name, email address and/or telephone number), to USAP or our third-party service or data providers, licensors, or distributors (“Representatives”) through the Site, you warrant that (a) you are providing or obtaining only your own information or the information of others which you are authorized to provide to third parties and/or obtain from third parties on their behalf; and (b) the use of such information by USAP and its Representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties.

9. How Long We Store Your Information

We will retain your Personal Information only for as long as you use our Site or as necessary for the legitimate business purposes set out in this Privacy Statement. We will retain and use your Personal Information to the extent necessary to comply with our legal, accounting, or reporting obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies. Additionally, we may continue to store your Personal Information contained in our standard back-ups. Following termination or deactivation of any account you may create, we may retain your Personal Information for a reasonable amount of time for archival purposes. Furthermore, we may retain and continue to indefinitely use your Personal Information contained in your communications to other users.

We also will retain Usage Information (as described above) for internal analysis purposes. Usage Information is generally retained for a shorter period of time, except when Usage Information is used to strengthen the security or to improve the functionality of our Site, or we are legally obligated to retain Usage Information for longer periods.

10. How We Safeguard Your Information

The security of your data is important to us. We take reasonable measures to protect the security and integrity of your personal information, but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security. Any transmission of Personal Information is at your own risk. By using our Site, you acknowledge and accept these risks. As a result, we cannot guarantee or warrant the security of any information you disclose or transmit to us or that are otherwise provided to us and we cannot be responsible for the theft, destruction, or inadvertent disclosure of information. Any transmission of information is at your own risk. In the event of a Data Breach affecting your PHI or personal information, users will be notified consistent with HIPAA and state breach laws.

11. Transfer of Data; Special Notice to Non-U.S. Users

Your information, including Personal Information, may be transferred to – and maintained on – computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction. Your consent to this Privacy Statement followed by your submission of such information represents your agreement to that transfer. This Site is intended solely for individuals located in the United States. By using this Site, you represent that you are located in the United States and you consent to the general use and disclosure of your Personal Information as described in this Privacy Statement.

12. Policy on Children’s Information

The Site is not created for anyone under the age of 18 (“Children” or “Child”). By using the Site, you represent that you are at least 18 years old. If you do not meet this age requirement, then you must not access or use our Site.

We do not knowingly collect Personal Information from anyone under the age of 18, and we do not target the Site to Children. If you are a parent or guardian and you are aware that your Child has provided us with Personal Information, please contact us through one of the methods listed under “How to Contact Us” above. If we become aware that we have collected Personal Information from Children without verification of parental consent, we take reasonable steps to remove that information from our servers.

For more information about the Children’s Online Privacy Protection Act (“COPPA”), which applies to websites that direct their services to children under the age of thirteen (13), please visit the Federal Trade Commission’s website: <https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions>.

13. Links to Other Websites

Our Site may contain links to external third-party websites that are not operated by USAP. If you click on one of these links, you will be taken to websites we do not control. We have no control over the content and practices of these websites and are not responsible for their privacy policies. By providing a link to a third-party website, we are not endorsing or attempting to associate with any other entity, their content or services, or the persons or entities associated with those websites. This Privacy Statement does not apply to the information practices of those third-party websites. We encourage you to carefully review the privacy

policies of any third-party websites you visit. We are not responsible for the content, privacy policies, actions, or security of third-party websites.

14. Dispute Resolution

You agree that any dispute arising out of or relating in any way to this Privacy Statement, requires that the claim be resolved exclusively by confidential binding arbitration except that, to the extent you have in any manner violated or threatened to violate the Content and any intellectual property rights therein, USAP may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in the State of New York, U.S.A., in accordance with the rules of the American Arbitration Association (“AAA”), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys’ fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all AAA charges and fees associated with the arbitration.

BECAUSE THE USE OF THE SITE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS’ DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party consents (a) to the non-exclusive jurisdiction of the courts of the State of New York, or to any federal court located within the State of New York in New York, County for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim, or provisional equitable remedies, and (b) to service of process in any action by registered mail or any other means provided by law. Should this Section 14 be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in the state or federal courts having jurisdiction over the State of New York. Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

15. Governing Law and Jurisdiction

This Privacy Statement shall be construed and governed under the laws of the United States and State of [New York] (without regard to rules governing conflicts of laws provisions). You agree that venue for all actions, arising out of or relating in any way to your use of our Site, shall be in federal or state court of competent jurisdiction located in [New York County, New York]. You agree that any claim or cause of action arising out of your use of the Site or this Privacy Statement must be filed within one (1) year after such claim or cause of action arises or accrues or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Each party waives any objections based on forum non conveniens

and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

Contact information

If you have a question or concern regarding your privacy, please contact our Compliance team by emailing Compliance@USAP.com

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