

PRIVACY POLICY

At Children’s Health System of Texas (“*CH*”), we respect the privacy of others. This PRIVACY POLICY (this “*Privacy Policy*”) is intended to explain CH’s privacy practices with respect to several mobile applications and sites, platforms, integrated services and devices (the “*Services*”). This Privacy Policy is also intended to provide you and any person, including your child or ward, helping you access or use the Services (collectively, “*You*” or “*Your*”) with an overview of the following:

- the type of information CH collects through the Services;
- how CH collects such information;
- how CH uses such information;
- who will have access to such information; and
- CH’s security measures for protecting such information.

THIS PRIVACY POLICY ONLY APPLIES TO INFORMATION COLLECTED THROUGH THE SERVICES.

CAREFULLY READ EACH AND EVERY TERM AND CONDITION OF THIS PRIVACY POLICY IN ITS ENTIRETY. YOU MUST AGREE TO THE [END USER LICENSE AGREEMENT AND TERMS OF USE](#) AND [PRIVACY POLICY](#) WHEN YOU DOWNLOAD THE APP. BY ACCESSING OR USING THE SERVICES, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST-RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS THE SERVICES’ [END USER LICENSE AGREEMENT AND TERMS OF USE](#), AND YOUR CONTINUING ACCESS OR USE OF THE SERVICES REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT OF THE FOREGOING IN EACH INSTANCE.

As used herein, the term “*personal information*” means information that would allow someone to contact You physically or online, including, for example, Your name, physical address, telephone number, e-mail address, or social security number. The term “*non-personal information*” means any information other than personal information that CH may collect from You.

1. A SPECIAL NOTE ABOUT CHILDREN’S INFORMATION.

The Services may attract users under the age of 13 and their parents or legal guardians (“Child Users”). Please understand:

CHILD USERS CAN ONLY BE REGISTERED FOR THE SERVICES BY AND WITH THE CONSENT OF THEIR PARENTS.

Please contact us at Innovation@childrens.com if you believe we have inadvertently collected information from a Child User without parental or guardian consent so that we may direct deletion of the information as soon as possible.

We will not require a Child User to disclose more information than is reasonably necessary to facilitate his or her use of the Services.

More information about your Child's information, how we collect and use it, and your rights with respect to it, are available below:

Parental rights. With respect to information gathered in connection with the Services, parents and guardians can review their Child User's Personal Information, direct us to delete it, and refuse any further collection or use of their Child User's information.

Parents and guardians can also agree to the collection and use of their Child User's information, but refuse to allow its disclosure to third parties to the extent such disclosure is not part of the Services.

To exercise any of the above rights, or to make a request concerning your Child User's information, please email us at: Innovation@childrens.com

2. CATEGORIES OF INFORMATION COLLECTED.

We take the information you provide us very seriously, and we strive to put you in control of decisions around your information. CH may collect personal and non-personal information about You through the Services.

2.1. Categories of Information Collected From You. The categories of personal and non-personal information collected from You through the Services might include Your:

- Name (first, last, and/or middle) and unique identifiers (e.g., username);
- Login information for the Services (e.g., username, password, security questions and answers);
- Home contact information (e.g., ZIP code, e-mail address, telephone number(s), facsimile number);
- Business contact information (e.g., company, title, mailing address, e-mail address, mobile and home telephone numbers);
- Demographic information (e.g., gender, birth date, race);
- Any other information set forth in a Service's user profile completed by You;
- Computer, mobile device, and/or web browser information (e.g., IP address, mobile device ID information, operating system, browser type, referring/exist web pages, web page requests, cookie information, hardware attributes, software attributes);

- Your Health Care Provider’s identity and contact information;
- School or educational information;
- Usage activity concerning Your interactions with the Services (e.g., number of clicks or amount of time spent on a feature); and/or
- Information about content that You submit to or publish on or through the Services

2.2. Categories of Other Information Collected From Your Mobile Device. If You use Your mobile device to access or use any the Services, then other categories of personal and non-personal information collected from You might include:

- Your name associated with Your mobile device;
- Your telephone number associated with Your mobile device;
- Your geolocation;
- Your mobile device ID information;
- Information about third-party software applications on Your mobile device (including general software apps, video game apps, and online social media apps);
- Services usage data, including screens viewed and the date or time of viewing;
- Phone IP address; or
- Distance travelled while using the Services or mobile device.

3. HOW INFORMATION IS COLLECTED.

CH may collect personal and non-personal information from You when You download the Services; when You register a User Account with the Services; when You “sign in” to the Services; when You allow the Services to access, upload, download, import, or export content found on, or to otherwise interact with, Your mobile device (or any other device You may use to access or use the Services) or online accounts with third-party websites, networks, platforms, servers, or applications (e.g., Your online social media accounts, Your cloud drives and servers, or Your mobile device service provider); or whenever CH asks You for such information.

In addition, if You or a third party sends CH a comment, message or other communication (such as, by way of example only, e-mail, letter, fax, phone call, or voice message) about You, Your activities on or through the Services, then CH may collect any personal or non-personal information provided therein or therewith.

Finally, CH may use various tracking, data aggregation, and data analysis technologies, including, for example cookies, web beacons and/or scripts. You might be able to adjust Your computer's, device's or web browser's preferences to issue You an alert when a cookie is downloaded, or to disable the use of some or all cookies. Please be advised that if You choose to reject all cookies, then the Services might not function properly. You acknowledge and agree that You give CH permission to monitor or otherwise track Your activities on the Services, and that CH may use the aforementioned and/or other tracking, data aggregation, and data analysis technologies as described herein.

4. USE OF INFORMATION COLLECTED.

CH may use the personal and/or non-personal information it collects from You through the Services in a variety of ways, such as to:

- Facilitate Your use of the Service's products and/or services;
- Send You communications, for example, administrative e-mails, answers to Your questions, and updates or changes about the Services;
- Carry out our obligations arising from related agreements You have accepted;
- To construct aggregated de-identified (in accordance with applicable laws and regulations, such as HIPAA) data sets which we may use in whatever manner we see fit;
- To construct identifiable (in accordance with applicable laws and regulations, such as HIPAA) data sets which may be used and shared with contracted third parties;
- Improve the Services and/or its respective content, features, and/or services;
- Improve CH's products, services, and/or marketing efforts;
- Provide You with information about CH and its businesses, products, and services by e-mail or other forms of communication;
- Provide You with the opportunity to participate in contests or other opportunities to win prizes offered by CH;
- Provide You with information about third-party businesses, products, and services by e-mail or other forms of communication;
- Help personalize user experiences with the Services and/or its products and/or services;
- Analyze traffic to and through the Services;
- Analyze user behavior, usage and activity on or through the Services, including correlation between Services usage and Health Care Provider calls/visits;

- Conduct research and measurement activities;
- Monitor the activities of You and others on or through the Services;
- Contact you for feedback regarding the Services;
- Protect or enforce CH's rights and properties; and/or
- Protect or enforce the rights and properties of others (which may include You).

5. SHARING OF INFORMATION COLLECTED.

CH may share non-personal, non-identifiable, summary, and/or aggregate data with its partners and other third parties. CH may also share your personal, identifiable data with its partners and other third parties, including with the University of Texas Southwestern Medical Center (“UTSW”), in order to link Your Services data with Your patient records in the EPIC database where applicable and determine the efficacy of the Services. CH does not otherwise rent, sell, or share personal information collected through the Services with other people except to provide services You've requested, when CH has Your permission, or under the following circumstances: in response to subpoenas, court orders, or legal process, or to establish or exercise CH's legal rights or defend against legal claims; if CH believes it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities; in response to violations of the [END USER LICENSE AGREEMENT AND TERMS OF USE](#), or as otherwise required by law.

Notwithstanding the foregoing or anything else herein, in the event of a sale or other transfer of all or substantially all of CH's assets or capital stock or a sale or other transfer of all or substantially all of CH's assets or capital stock, any data that You have provided to CH will be transferred and the acquirer will be bound by the promises CH has made to You.

CH reserves the right to share Your personal information with its employees, agents, administrators, and legal advisors; and with those third parties who help manage, administer distribute, and/or operate the Services, and/or its features (e.g., web hosting companies, website administrators, mobile app distribution platforms, support services companies, credit card or other payment processing companies), as needed in order for them to perform such services.

CH does not limit the ways in which it may use or share non-personal information because non-personal information does not identify You. For example, CH may freely share non-personal information with its affiliates, suppliers, and representatives, as well as with other individuals, businesses, and government entities.

6. DATA RETENTION.

CH may retain Your personal information for as long as it believes necessary; as long as necessary to comply with its legal obligations, resolve disputes, and/or enforce its agreements; as long as Your member account is active; and/or as long as needed to provide You with the products and/or services of the Services.

7. THIRD PARTY ADS, WEBSITES, NETWORKS, PLATFORMS, SERVERS, AND APPS.

The Services and/or any communications sent through or as a function of the Services may contain links to third-party websites, networks, platforms, servers, and/or applications. TO THE FULLEST EXTENT PERMITTED BY LAW, CH IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE CH FROM ANY AND ALL LIABILITY WHICH MAY ARISE FROM, SUCH THIRD PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS, AND APPLICATIONS (INCLUDING, WITHOUT LIMITATION, THE PRIVACY POLICIES AND PRACTICES OF SUCH THIRD-PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS, AND APPLICATIONS).

8. SECURITY.

We take appropriate physical, technical, and organizational measures to protect Your information from loss, misuse, unauthorized access or disclosure, alteration, and destruction. When the Services send or receives information, it is done in an encrypted format.

Please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of third parties with whom You may choose to share the data collected using the Services. Therefore, we cannot and do not guarantee that Your information will not be viewed by unauthorized persons.

TO THE FULLEST EXTENT PERMITTED BY LAW, CHILDREN'S HEALTH SYSTEM OF TEXAS AND ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ASSIGNS, TRANSFEREES, AND LICENSORS (COLLECTIVELY "AFFILIATED PARTIES") ARE NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE CH AND AFFILIATED PARTIES FROM ANY LIABILITY WHICH MAY ARISE FROM, SUCH THIRD PARTIES' UNAUTHORIZED COLLECTION OF YOUR PERSONAL INFORMATION.

CH is not functioning in its role as a Covered Entity (healthcare provider) under HIPAA as the sponsor of the Services. Any information gathered by the Services is used for the purposes of presenting appropriate information to the User and to make improvements to the Services, which are permitted by HIPAA. No information is gathered, maintained or used by CH for healthcare purposes.

To help maintain the security of Your personal information, CH asks that You please notify it immediately of any unauthorized access or use of the Services, or the loss or unauthorized use of Your user access information for the Services (e.g., user name, or password).

9. RETENTION, REVIEW, AND CHANGE OF INFORMATION COLLECTED.

You can review and change Your personal information by logging into the Services and visiting Your User Account.

10. YOUR CALIFORNIA PRIVACY DISCLOSURES.

CH is not subject to regulation under the California Consumer Privacy Act of 2018 ("CCPA"). Therefore, even if you are a California resident and CH may have personal information about you that is the type of the information subject to the CCPA, the CCPA is not applicable to CH or to our relationship with you. However, California Civil Code Section 1798.83 permits users of the Services who are California residents to request certain information regarding our disclosure

of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to Innovation@childrens.com.

CH does not respond to “do not track” (DNT) signals. CH does not permit other parties to collect PII about an individual consumer’s online activities over time and across different websites when a consumer uses the Services. TO THE FULLEST EXTENT PERMITTED BY LAW, CH IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE CH FROM ANY AND ALL LIABILITY WHICH MAY ARISE FROM, SUCH THIRD PARTIES’ UNAUTHORIZED COLLECTION OF YOUR PERSONAL INFORMATION.

11. MODIFICATIONS OF THIS PRIVACY POLICY.

THIS PRIVACY POLICY MAY BE REVISED FROM TIME TO TIME AS WE ADD NEW FEATURES AND SERVICES, AS LAWS CHANGE, AND AS INDUSTRY OR OUR PRIVACY AND SECURITY BEST PRACTICES EVOLVE. WE DISPLAY AN “EFFECTIVE DATE” AT THE END OF THIS PRIVACY POLICY. IF WE MAKE ANY CHANGE TO THIS PRIVACY POLICY REGARDING USE OR DISCLOSURE OF YOUR INFORMATION, WE’LL NOTIFY YOU EITHER BY PROVIDING PROMINENT ADVANCE NOTICE IN THE SERVICES OR BY NOTIFYING YOU DIRECTLY. WE ENCOURAGE YOU TO REVIEW THIS PRIVACY POLICY PERIODICALLY TO STAY INFORMED ABOUT HOW WE ARE HELPING TO PROTECT YOUR INFORMATION THAT WE COLLECT. SMALL CHANGES OR CHANGES THAT DO NOT SIGNIFICANTLY AFFECT INDIVIDUAL PRIVACY INTERESTS MAY BE MADE AT ANY TIME AND WITHOUT PRIOR NOTICE. YOUR CONTINUED USE OF THE SERVICES CONSTITUTES YOUR AGREEMENT TO THIS PRIVACY POLICY AND ANY UPDATES.

12. USERS LOCATED IN COUNTRIES OTHER THAN THE UNITED STATES.

We are headquartered in the United States of America and all our servers are located in the United States. For that reason, any personal information you provide to us will be accessed by us or transferred to us in the United States. By providing us with personal information, you consent to the storage or processing of your personal information in the United States and acknowledge that the personal information will be subject to the laws of the United States, including the ability of governments, courts or law enforcement or regulatory agencies of the United States to obtain disclosure of your personal information.

We will protect the privacy and security of personal information according to this Privacy Policy, regardless of where it is processed or stored.

13. CONTACT US.

Please direct any questions you may have about this Privacy Policy to Innovation@childrens.com, with a subject line of “Privacy Policy.” The foregoing contact information may change from time-to-time by supplementation, amendment, or modification of this Privacy Policy.

14. SEVERABILITY.

If any term or condition of this Privacy Policy is deemed invalid or unenforceable by a court of law with binding authority, then the remaining terms and conditions shall not be affected, and the court shall reform the invalidated or unenforceable term or condition to the maximum extent permitted under the law and consistent with the intent of this Privacy Policy.

15. EFFECTIVE DATE.

The effective date of this Privacy Policy is June 1, 2022.