

**WELLNESTMD CLINIC**  
**1300 Altmore Ave**  
**Suite 175**  
**Sandy Springs, GA 30342**

Privacy Policy & Terms of Use

Effective Date:  
May 15, 2024

Last Updated:  
August 1, 2024

General

Your privacy is important to us. This Privacy Policy & Terms of Use (hereinafter, the “Policy”) details and explains WellnestMD Clinic’s practices and procedures relating to the collection, use, sharing, and securing of your personal information, whether such information is collected via the use of the WellnestMD Clinic online portal system or otherwise; and it also describes your powers regarding use, access, and correction of such information; your ability to opt out of certain features and functions; the use of targeted and customized marketing; the use of cookies and other similar technologies; and more.

Such information includes, but is not limited to, nonpublic information collected by the company or companies that maintain/s the Clinic’s website, information unique to you that could be used to identify you, your date of birth, your mailing zip code, your telephone number, and your email address. Information about you, whether public or nonpublic, may be collected from the following sources, among others: 1) you (patient questionnaires or other forms and prompts in the Clinic’s online portal, etc.), 2) the Clinic’s files or those of affiliates or other entities, and 3) from other parties involved in your transaction with the Clinic, such as Vagaro, Elavon credit card and financial processing services, Athena EMR services. Such companies serve purposes such as processing payments, determining whether Clinic services have been appropriately billed, overseeing debt collection as required by applicable law, etc.

This policy does not limit the use of public information about you, which includes, but is not necessarily limited to, information available through federal, state, or local public records, or information that is not unique to or that does not identify you.

WellnestMD Clinic (hereinafter, the "Clinic") will not directly collect, store, or distribute your nonpublic information to any parties not directly associated with the operations of the Clinic and/or the services offered by the Clinic. In general, the Clinic will not give access to your nonpublic information to any third-party group or organization, however, the Clinic has no direct or indirect control or actual or constructive knowledge regarding any of your information that may be collected, stored, or distributed by third-party companies, groups, or organizations with whom you may agree to interact. Additionally, the Clinic has no control whatsoever as to how your information may be accessed, corrected, collected, distributed, or otherwise used by the Athena EMR system, Vagaro booking software, and the Art of Cryo thermotherapy services machine makers.

In certain situations, the Clinic may be required by applicable law to disclose certain nonpublic information. Such circumstances include, but are not necessarily limited to, to comply with the requirements of national security, lawful requests from law enforcement authorities, subpoenas, and as otherwise required by law. The Clinic may also disclose nonpublic information when it believes in good faith that disclosure is necessary to protect the Clinic's rights, protect your safety or the safety of others, investigate fraud, respond to a government request, or other similar or related circumstances. Additionally, you agree to hold the Clinic and its officers, members, shareholders, owners, board, employees, and independent contractors harmless should the Clinic disclose nonpublic information in any situation, including, but not limited to, those mentioned in this paragraph, where it reasonably believes such disclosure was proper, even if it is ultimately determined that such disclosure was prohibited or otherwise improper.

If the Clinic shares your nonpublic information with any third-party services in the performance of the services for which you have engaged the Clinic, the Clinic will notify you via email, phone, online portal, or notification posted to the main page of the Clinic's website. The Clinic may share your information with third-parties who provide services on the Clinic's behalf in order to help the Clinic in its performance of its business activities including the services for which you have

engaged the Clinic. Such third-parties are authorized to use your information only as directed and limited by the Clinic and as strictly necessary to provide such services to the Clinic. Such services shall include, but are not limited to, providing assistance with processing transactions and troubleshooting technical issues. The Clinic may also disclose your information to any other third-party should you give prior consent to do so to the Clinic. Additionally, if the Clinic is involved in a merger or is acquired by or sold to or acquires another entity, whether via asset purchase or otherwise, whether entirely or in part, you will be notified via email, phone, online portal, or notification posted to the main page of the Clinic's website, and such notification shall include information pertaining to any change in ownership, uses of your nonpublic information, and options you may have regarding the continued collection, use, and storage of your information.

#### Marketing; Opting Out

The Clinic may collect nonpublic information and other types of information when you use and/or communicate with the Clinic via the Clinic's website, including any of the website's features, and the Clinic may use this information for the purposes of marketing and informing you as to the utilization of the Clinic's services. Your nonpublic information may also be used to assist the Clinic in processing your transaction, communicating with you about your transaction, providing customer support to you, improving and customizing your experience with the Clinic's website and the online portal as well as with the Clinic itself, and as otherwise described in this Policy.

You may receive commercial emails from the Clinic of which the primary purpose is the advertisement or promotion of a product or service other than the product or service you have obtained or are obtaining from the Clinic. You may opt out of such emails by emailing [info@wellnestmd.com](mailto:info@wellnestmd.com). Once the Clinic is so notified by you, the Clinic will take steps to stop using your nonpublic information to enable and accomplish such commercial emails as required by applicable law. Please allow the Clinic a reasonable period of time in order to accomplish this. Also, please note that this request on your part to opt out of such commercial emails will not impact the Clinic's ability to communicate with you about the Clinic's site or your relationship and business with the Clinic, etc., and, therefore, other messages outside of commercial emails - such as status updates, reminders,

confirmations, and other messages related to your experience at the Clinic or your use of the features of and services provided by the Clinic - will continue.

Third-parties may use cookies and similar tracking technologies to collect information and direct targeted interest-based advertisements. If you would prefer to not receive personalized ads such as these, please visit the following online resources in order to pursue opting out of such interest-based advertising by participating companies in certain consumer choice mechanisms (please note: you will likely continue to see advertisements, but they will not be targeted or customized to you based on your internet usage data or other collected information):

- Digital Advertising Alliance (DAA) (<https://optout.aboutads.info/>) and mobile application-based “AppChoices” download page (<https://youradchoices.com/appchoices>);
- European Interactive Digital Advertising Alliance (EDAA) (<https://youronlinechoices.eu>); and
- Network Advertising Initiative (NAI) (<https://optout.networkadvertising.org/>).

The use of your information is required by the Clinic in order to properly provide you with the products and/or services for which you have sought to engage the Clinic. If you request removal of certain information from your account/profile, then the Clinic will only retain copies of such information as necessary for us to comply with governmental orders and applicable law, resolve disputes, troubleshoot problems, enforce agreements, and as otherwise reasonably necessary for the Clinic’s business purposes, including complying with applicable rules and regulations and policies and practices pertaining to the providing of the Clinic’s products and services. The Clinic will not and does not make any representation, and nothing in this Policy constitutes any representation, whether express, implied, or statutory, all of which are hereby expressly disclaimed, that all electronic copies of your information will be or have been destroyed.

Additionally, the Clinic may not be able to guarantee complete removal of your information from the online portal if such information is fundamental to your ability to receive or continue to receive and/or benefit from the product or service provided to you by the Clinic and the removal and disuse of such information is limited by applicable laws, rules, and regulations. The Clinic will retain your information for the period necessary to comply with this Policy unless a longer

retention period is required by law, in which case the Clinic will retain your information for the longer period required by law.

### Cookies and Similar Technology

The Clinic and its partners use cookies, which are small amounts of data that are sent to your browser from a web server and stored on your computer's hard drive, and similar technologies to identify your computer; analyze trends and patterns; track users' visits and movements around the website and online portal; and gather and store demographic, usage, and other information and analytics pertaining to the Clinic's user base, operation of the Clinic's website and online portal, and more. You can control the use of cookies to some degree using the settings on your personal computer and personal internet browser, but, if you choose to disable cookies, it may limit your use of, access to, or the effectiveness of certain features, functions, products, and services of the online portal or the Clinic's other services; the Clinic and its service providers may not be able to as effectively improve and customize features and conveniences on their websites and the online portal to benefit users such as yourself; and you may be required to re-enter your user information and password more frequently. The Clinic's service providers may view, edit, and set their own cookies independent of the Clinic.

Certain pages on or sections of the online portal may contain web beacons (also known as internet tags, pixel tags, clear gifs) and similar technology set by the Clinic and/or its service providers for third-parties. These web beacons are small pieces of code placed on the online portal or in an email for the purposes of monitoring the behavior of and collecting data about visitors. Such data includes, but is not limited to, information on the implementation and effectiveness of an email campaign to obtain the IP address of the computer that downloaded the webpage on which the web beacon appears, the URL of the webpage on which the web beacon appears, the time the webpage containing the web beacon was viewed, the type of browser that was used to view the webpage on which the web beacon appears, and the information in cookies.

As is the case for many websites, certain information is gathered automatically by the Clinic's website. Such information may include IP address, browser type, ISP identity, referring/exit pages, the names of files viewed on the Clinic's website

(HTML pages, graphics, etc.), operating system, date/time stamp, and clickstream data used to analyze trends and administer the website.

The use of the above and any other technology and technology-related tools by the Clinic's service providers or other third-parties is subject to the respective user's privacy policy, terms of use, and other practices and procedures. For third-party products and services available to you through the Clinic's website and online portal, the Clinic may share any or all of the information it collects in order to assist in your receipt of and access to any such products or services. Where any third-party's privacy policy, terms of use, or other practices or procedures applies, you may be asked or required to accept and agree to in writing such privacy policy, terms of use, and other such privacy policy, terms of use, or other practices or procedures. You should read and make sure you understand all such privacy policy, terms of use, and other practices and procedures before executing.

#### Monitoring; Recordings

To ensure that the Clinic carries out your instructions accurately, improves its products and services, provides security, and complies with all applicable laws, rules, and regulations, the Clinic may monitor and/or record telephone calls and activities on the online portal, including transactions. All such recordings and other records are the Clinic's sole property. Your use of the online portal and related features constitutes your acceptance of, agreement with, and consent to such recordings and the terms and details expressed in this paragraph.

#### Reasonable Protection; Hold Harmless; Contact

The Clinic takes reasonable steps to protect your nonpublic information at a level and in such a manner that meets or exceeds the requirements of applicable law. You acknowledge, however, that no digital transmission of data over the internet or otherwise can be guaranteed to be 100% secure, despite the best efforts of all parties involved. Therefore, the Clinic cannot and does not guarantee that such information will not be intercepted by third-parties, and you agree to hold the Clinic and its board members, officers, employers, shareholders, independent contractors, and members harmless should such an interception occur. If you have any questions about the security of your information or need to update or

change such information, please contact the Clinic at [info@wellnestmd.com](mailto:info@wellnestmd.com) or call the Clinic's main phone number.

### Agreement Required

If you do not agree with this Policy, then the Clinic cannot do business with you unless other exclusive arrangements have been made and agreed to and properly executed by and between you and the Clinic, with all related forms and other documents submitted to and filed by and with the Clinic. Your use of the Clinic online portal for any reason, including, but not limited to, for concierge medicine and other services, constitutes and evidences your awareness of, acceptance of, agreement with, and agreement to be bound by this Policy and indicates your consent to the use of your information in accordance with the terms of this Policy.

### Policy Changes, Updates

The Clinic may update this Policy from time to time without prior notice to you, so please check this Policy periodically for changes. If the Clinic makes any material changes to this Policy, however, you will be notified via email (sent to the email address in your account/profile) or via the Clinic's online portal. You should also read and understand the Athena online patient portal system privacy policy and related policies as well as those of Vagaro Services. Continued use of the online portal after any such changes constitutes and evidences your awareness of, acceptance of, agreement with, and agreement to be bound by any such changes to this Policy and indicates your consent to the use of your nonpublic information in accordance with any such changes to the terms of this Policy.

### Headings and Subtitles; Interpretation

Headings and subtitles in this Policy are used for navigational and ease of use purposes only and are not meant to substantively impact the meaning or interpretation of this Policy. You may contact the Clinic with regard to any vagueness or lack of clarity in the Policy, and any such vagueness or lack of clarity shall be interpreted in a neutral sense and the Policy language shall not be subject to the contract law rule that any vagueness or lack of clarity should be interpreted as against the drafter.

### Severance

In the event that any part of portion of this Policy is considered to be unenforceable, then such part or portion shall be severed, and all other parts or portions shall remain in effect, and the Policy shall be interpreted in such a way as to remain in meaning and effect as close as possible to how it was originally intended. Unless otherwise indicated, this Policy applies retroactively to the degree permitted by applicable law.

#### Questions and Complaints; Contact

If you have any questions about this policy or any complaints, you can file a complaint by calling the Clinic's main phone number or emailing [info@wellnestmd.com](mailto:info@wellnestmd.com). You may also be able to file a complaint with the Secretary of the Department of Health and Human Services by going to [hhs.gov/HIPAA](https://www.hhs.gov/HIPAA). You will not be retaliated against for filing a complaint.