

EQUIPP PRIVACY POLICY

(Last updated March 31, 2020)

I. SCOPE AND PURPOSE

Pharmacy Quality Solutions, Inc. (“PQS”), respects your privacy and the privacy of others, and is committed to ensuring the highest levels of information security and confidentiality. This privacy policy (“the Privacy Policy”) describes how PQS may collect, use, and share information that we obtain through your use of www.equipp.org (“the Website”) as a designated user of a PQS customer (“Designated User”) and all related websites, applications, services and mobile apps (collectively, the “Services”). By using the Website you agree what PQS may monitor your use of the Website and may use the results of such monitoring without limitation. The nature of the Services provided requires that PQS collect and use certain information from you, as a Designated User. This Privacy Policy explains what types of information PQS collects from you as a Designated User, the manner in which PQS collects it, the purposes for that collection, with whom it is shared, and how it is protected against unauthorized access. This Privacy Policy is designed to ensure that you are aware of how the information is being used and to provide you with choices about that use.

BY ACCESSING OR 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 CERTAIN 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 OR AN ENTITY, YOU REPRESENT THAT YOU ARE AUTHORIZED BY SUCH INDIVIDUAL OR ENTITY TO ACCEPT THIS PRIVACY POLICY ON SUCH INDIVIDUAL’S OR ENTITY’S BEHALF.

Remember that your use of the Services is at all times subject to our End User License Agreement (“EULA”), which is incorporated by reference.

WHAT DOES PQS DO?

PQS provides a performance information management platform known as EQulPP® that makes unbiased, benchmarked performance data available to both health plans and community pharmacy organizations. PQS brings a level of standardization to the measurement of the quality of medication use, and makes this information accessible and easy to understand. In addition, EQulPP® facilitates the exchange of information between community pharmacy organizations and health plans to measure performance including, but not limited to, individual patient information to track patient performance based on various measures identified by the health plans. By doing so, PQS facilitates an environment where health plans and community pharmacies can engage in strategic relationships to address improvements in the quality of medication use. Designated Users like you are provided the information they need to guide and measure their quality improvement efforts and are connected to the right resources to help them continue to improve.

TYPES OF INFORMATION PQS COLLECTS

The information collected on the Website falls into three categories: (A) personal information that you provide as a Designated User, acting pursuant to a separate Subscription Agreement between PQS and the PQS customer, when you interact with the website, such as by registering for the Website; (B) Personal Information, including Protected Health Information (“PHI”) of third-parties that you upload onto the Website; and (c) information automatically gathered about how you navigate the Website.

(A) Personal information. When you register on our Website, we may ask you for certain personal information such as, for example, your address, telephone number, NPI number, pharmacy credentials, and e-mail address. If you send PQS any correspondence, such as emails, letters, or requests for technical support, PQS may retain the information they contain. If any third parties provide information to us about you, we will treat that information in accordance with this Privacy Policy.

(B) Protected Health Information. PHI is information that we obtain from you related to your patients and customers, to provide our Services to you, and that can be used to identify your patients and customers. It includes names and contact information, as well as information about health, medical conditions and prescriptions. It may relate to past, present or future physical or mental health or condition, the provision of health care products and services, or payment for such products or services.

For purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH") you are required to provide your patients and customers with a Notice of Privacy Practices ("NPP") which describes how their PHI may be used and disclosed. By using PQS Services you expressly warrant and represent your patients and customers have been provided a HIPAA and HITECH compliant NPP pursuant to which they are on notice that the patients prior consent is not required for you to provide their PHI for your healthcare operations, including quality assurance activities. An example of language a pharmacy NPP might include is that "We may use and disclose our patient's PHI for health care operations such as evaluations of the quality of our patients healthcare in order to improve the success of treatment programs." If PQS needs access to PHI to provide services on your behalf, then as your business associate we are required by law to protect the privacy of your patient's and customer's PHI. Our obligations as your business associate and how we may use or disclose PHI of your patients and customers are governed by the EULA, and/or a separate HIPAA Business Associate Agreement entered into between you and PQS. You are also required to follow state privacy laws when they are stricter (or more protective of PHI or Personal Information) than the federal law. You are responsible to ensure any additional consents or authorizations, if any are required under State law are in place with your patients and customers, prior to uploading any Personal Information, including PHI, of third-parties on the Website. Note that some types of sensitive PHI, such as HIV information, genetic information, alcohol and/or substance abuse records, and mental health records may be subject to additional confidentiality protections under state or federal law.

(C) Automatically Gathered Information. PQS automatically tracks certain information about you based upon your behavior while visiting the Website. This information is used to better understand and serve you by responding to your particular interests and needs.

Internet Protocol Address

We collect an IP address from all visitors to our Website. An IP address is a number that is automatically assigned to a computer when a computer accesses the Internet. We use IP addresses based on our legitimate business interest to help diagnose problems with our server, administer our Website, analyze trends, track user movement on the Website, gather broad demographic information for aggregate use in order for us to improve the Website, and deliver personalized content.

Use of "Cookies"

Our Website uses cookies to enhance user experience while using our Website. Cookies are pieces of information that some websites transfer to the computer that is browsing that website and are used for record-keeping purposes at many websites. Use of cookies makes web browsing easier by performing certain functions such as saving your passwords, saving personal preferences regarding your use of the particular website, and ensuring that you don't see the same advertisement repeatedly. If you would

prefer not to receive cookies, you can turn off the ability to receive these cookies by adjusting the browser on your computer. Most browsers offer instructions on how to reset the browser to reject cookies in the "Help" section of the toolbar. If you refuse cookies, however, certain functions and conveniences of the Website may not work properly.

HOW WE USE AND SHARE THE INFORMATION WE COLLECT.

(A) Personal Information. PQS uses the information you provide through the registration process to provide you with the information and services you request, to communicate with you on matters relating to the Website and your Designated User account, to provide necessary information to accrediting or certifying bodies and other of our business affiliates (but only in connection with the information and services you request from us) and to provide you with information about related services and/or products.

We will not sell, share or trade your personal information with any other entity. However, we may share your personal information with health plans, as is required to perform our Services. PQS may also use information about you to resolve disputes and troubleshoot problems.

From time to time your Personal information may be used to contact you with promotional materials, newsletters, marketing or other information that may be of interest to you. You may be contacted by the address, phone number or email address you provide to us. We may contact you in this way based on our legitimate interest in undertaking marketing activities to provide you with the most up-to-date information on our Website and activities and other products, and services in which you may have an interest.

(B) PHI. We may use and disclose the PHI of your patients and customers as permitted under the EULA and/or separate HIPAA Business Associated Agreement entered into between you and PQS.

(C) Automated Collection. We use the information collected automatically to obtain general statistics regarding the use of the Website and its specific web pages and to evaluate how our visitors use and navigate the Website. For example, we may calculate the number of people who use the Website, open our emails, and determine which pages are most popular. We may use and disclose information that does not personally identify you (including the information described above as automatically gathered information) for any purpose, except to the extent limited by applicable law. If we are required to treat such information as personal information under applicable law, then we may use it for all the purposes for which we use and disclose personal information.

(D) Other Disclosure. Technical and legal circumstances beyond our control could prevent PQS from ensuring that your information will never be disclosed in ways not otherwise described herein. For example, among other things, we may be required by law, regulation or court order to disclose personal information or PHI to government representatives or third parties under certain circumstances. If PQS is requested by law enforcement officials or judicial authorities to provide information on individuals, PQS may, without your consent, provide such information. In matters involving claims of personal or public safety or in litigation where the data is pertinent, PQS may use or disclose your personal information or PHI provided without your consent or court process. We may also use and disclose personal information to investigate security breaches.

In addition, PQS may disclose personal information to an oversight agency for certain activities including audits, investigations, inspections, licensure or disciplinary actions, or civil, administrative, and criminal proceedings, and as necessary for oversight of the health care system, government programs, or compliance with civil rights laws.

In the event that PQS or some or all of our business, assets or stock are sold or transferred (including in connection with any bankruptcy or similar proceedings) or used as security, or to the extent we engage in business negotiations with third parties, personal information may be transferred to or shared with third parties as part of any such transaction or negotiation of any such transaction or negotiation.

Unauthorized parties may unlawfully intercept or access transmissions despite any commercially reasonable security efforts by PQS. Even with such technology, no website is 100% secure.

Therefore, PQS does not promise, and you should not expect, that your private information shall remain private under all circumstances and you shall not hold PQS or its business associates liable for its failure to do so.

CHOICES YOU HAVE REGARDING COLLECTION, USE, DISTRIBUTION AND STORAGE OF YOUR INFORMATION.

(A) Limit the Personal Information you Provide.

You can access limited features of the Website without providing any personal information or by limiting the Personal information you provide. However, if you choose not to provide any personal information or limit the personal information you provide while creating a Designated User account, you may not be able to use certain functionality of the Website or receive certain services from PQS.

(B) Opt-Out.

You may choose to no longer receive certain communications, emails or newsletters from PQS. In certain email communication we send, there is an unsubscribe hyperlink that allows the recipient to unsubscribe from the specific program addressed in the email or all emails (except those that are transaction-generated) by simply clicking the hyperlink provided and following the instructions provided. We attempt to process all such unsubscribe requests in a prompt fashion. We will comply with your request unless such communications are necessary for the administration of your account, required by law, or necessary to protect our rights.

(C) Your Rights Regarding Your Personal information.

If you wish to request a copy of your personal information that we have stored, request a correction of any inaccuracies in your personal information, request that all of your personal information be removed from our databases, or if you have any questions about this Privacy Policy, the data practices of PQS, or your experience using this Website or interacting with PQS, please contact us at support@equipp.org

You may personally review and update the personal information you have provided to PQS related to your Designated User account and change certain choices you have made concerning the sharing of your personal information, by making changes on the Portfolio tab at the top of the page.

You may at any time print, download, or request a printed copy of this Privacy Policy or the End User License Agreement which it is incorporated herein by reference.

TRANSFER OF DATA OUTSIDE YOUR HOME COUNTRY

Your information will be stored, processed, and accessed in the United States. If you use the Website from outside of the United States, you consent to the transfer of your information to the United States (i.e.,

outside your country of residence).

SECURITY

PQS uses commercially reasonable physical, technical and administrative safeguards to ensure the security of your personal information and the PHI you provide, but no method of transmitting or storing electronic data is ever completely secure, and PQS cannot guarantee that your information will never be accessed, used, or released in a manner that is inconsistent with this policy.

You are responsible for maintaining the confidentiality of your Designated User access information and password and for restricting access to your devices, and you agree to accept full responsibility for all activities that occur under your Designated User password or account. You agree (i) to notify PQS immediately of any unauthorized use of your password or account or any other breach of security; and (ii) to ensure that you exit from your account at the end of each session. PQS cannot and will not be liable for any loss or damage arising from your failure to comply with this provision. If you have reason to believe that your interaction with PQS may no longer be secure (for example, if you feel that the security of your account with PQS has been compromised), please immediately contact us at support@equipp.org

LINKS TO OTHER WEBSITES

Our Website may contain links to websites operated and maintained by third parties, over which we have no control. You access such linked sites at your own risk. This privacy policy only applies to information collected by the Website. Any information you provide to, or that is collected by, third-party sites is not subject to this Privacy Policy and may be subject to the privacy policies of those sites, if any. It is the sole responsibility of such third parties to adhere to any applicable restrictions on the disclosure of information provided by you. PQS recommends that you always read the privacy policy of a linked site before disclosing any personal information on such site. PQS and our affiliates shall not be liable for the wrongful use or disclosure of information provided by you.

TEXT MESSAGING TERMS AND CONDITIONS

PQS may offer access to certain service messages via recurring SMS (Short Message Service) and MMS (Multimedia Message Service) text alerts. Enrollment in text alerts requires a user to provide a mobile phone number with an area code within the 50 United States or the District of Columbia. By enrolling to receive PQS text alerts, you agree to these terms and conditions, which become effective upon your enrollment.

You acknowledge that text alerts will be sent to the mobile phone number you provide to PQS. Such alerts may include limited personal information such as status reports on performance, and whoever has access to the mobile phone or carrier account will also be able to see this information. Once you enroll, the frequency of text alerts we send to you will vary. PQS does not impose a separate charge for text alerts; however, your mobile carrier's message and data rates may apply depending on the terms and conditions of your mobile phone contract. You are solely responsible for all message and data charges that you incur. Please contact your mobile service provider about such charges. You may opt-out of such services at any time.

The PQS text alert programs are offered on an "as is" basis and: (1) may not be available in all areas at all times; and (2) may not continue to work in the event of product, software, coverage or other service changes made by your wireless carrier. PQS may change or discontinue any of its text alert programs without notice or liability to you.

CHILDREN UNDER THE AGE OF 13

The PQS Website is not designed nor intended to collect personal information from children under the age of 13, however certain Designated Users may use the Website to upload information related to the care of children under the age of 13. We apply the same rigorous privacy policies set forth in the Health Insurance Portability and Accountability Act of 1996 to children's information. PQS does not specifically or knowingly provide or market our Website to children under the age of 13.

CHANGES TO THIS POLICY

From time to time PQS may modify this Privacy Policy. You can view the most recent version of the Privacy Policy at any time by clicking the "Privacy Policy" link at the bottom of pages on the Website. Your continued use of the Website after any modification indicates your agreement to the new terms.

CONTACT US

If you have any questions that are not answered elsewhere on this site, if you would like to review the personally identifiable information we have collected about you, or if you believe that this policy has been violated, please contact us at support@equipp.org. Our response to such inquiries may be limited to information under our direct control.