

FORACARE PRIVACY POLICY

V 1.05 (2019.03.16)

This is a legal agreement between you and ForaCare, Inc. (“**ForaCare**”) stating the terms that govern your use of certain smart phone and tablet applications owned by ForaCare, specifically, applies to the ForaCare website (our “**Website**”), and for each software or applications we make available for download at our Website, the Apple® App Store or Google Play Store (“**Software Apps**”), for the ForaCare Products or our Data Services. We refer to each visitor to our Website or user of a ForaCare Product or Software Apps as “**you**” or as a “**User.**” We refer to our Website, our Data communication and our Data Services as the “**ForaCare Services.**” We refer to ForaCare products purchased from ForaCare directly or through a distributor as the “**ForaCare Products.**” This Privacy Policy governs your use of ForaCare Products, ForaCare Services and Software Apps.

By using any ForaCare Service, ForaCare Product or Software App, you agree with the terms of this Privacy Policy. Whenever you use any ForaCare Service, ForaCare Product or Software App, you consent to the collection, use, and disclosure of that information in accordance with this Privacy Policy. ForaCare reserves the right to update this Privacy Policy at any time by publishing the revised ForaCare Privacy Policy on the ForaCare website or App. ForaCare may modify these terms or any additional terms that apply to a ForaCare Services, Software Apps, ForaCare Products, and this Privacy Policy. You should look at the terms regularly.

Definition

The information we receive about you (which we refer to collectively as your “Personal Information”) includes Registration Information, Feedback Information, Data Services Information and User Information:

- “**User Information**” is information when you register with ForaCare for your use of a ForaCare Product, ForaCare Service or Software App. This information may include your name, address, telephone number, email address and other information relates to the reading analysis, as well as information regarding your use of ForaCare Products, including the product model and serial number.
- “**Data Services Information**” is information we receive and transmit through our Data Services or Software Apps, and includes:
 - SpO2 reading;

- Heart Rate reading;
- Photoplethysmography (PPG);
- Information associated with each type of reading, including date, time, and device model;
- **“User Experience Information”** includes:
 - Information we receive from the computer, mobile phone or other device you use in connection with ForaCare Services and Software Apps, and information we receive from Software Apps regarding your use, which may include your IP address, communication or internet service while using ForaCare Services and Software Apps, such as your settings and other activity regarding your use of the features of ForaCare Services and Software Apps;

The Usage of the Information

- User Information: We use User Information to manage your account and ForaCare Products and ForaCare Services. We do not make any User Information public.
- Data Services Information: We collect Data Services Information and store it on our servers, process it using Data Services. We may use Data Services Information for our operations, administration, maintenance and support.
- User Experience Information: We collect Use Experience Information and store it on our servers, process and analyze it for the service we provide. We do not disclose to third parties any Use Experience Information that can identify you.

HIPAA

- We may receive certain health information of yours that is “protected health information” under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). When we receive protected health information, such information will be subject to the requirements under HIPAA and the regulations effective under each of those Acts.

Security

- ForaCare uses commercial standards of technology and operational security to protect Personal Information. Personal Information transmitted through ForaCare Services is transmitted in encrypted form.

Personal Use Only

If you are using ForaCare Services on behalf of an individual person or a business, that individual person or business accepts these terms. It will hold harmless and indemnify ForaCare and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the ForaCare Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

Liability for our Services

When permitted by law or any order from an authority, ForaCare and its affiliates, officers, agents, and employees will not be responsible for any loss of profits, revenues, or data, financial losses or indirect, special, consequential, or punitive damage. The total liability of ForaCare and its affiliates, officers, agents, employees and its distributors shall be limited to the amount you paid to use the ForaCare Services and Software Apps. Other than as expressly set out in this Privacy Policy or its modified terms, neither ForaCare, its affiliates, officers, agents, employees nor its distributors make any specific promises about the ForaCare Services and Software Apps.