

M&S Technologies, Inc. Digital Privacy Policy

This Digital Privacy Policy discloses what information M&S gathers, uses and discloses when you access the hosted website used by M&S for Web-based vision testing. Protected Health Information is addressed by M&S Technologies Privacy Policy below to review. Digital Terms of Use can be found by below. Please review this Policy, the M&S Notice of Privacy and the M&S Digital Terms of Use. By accessing or using our Web-based vision testing you agree to the collection, use and disclosure of patient information according to the terms of this and the M&S Notice of Privacy and the Digital Terms of Use. If you do not agree, you may not use the M&S Web-based vision testing system.

M&S reserves the right to change this policy from time to time without notice. If you use the Web-based vision testing after M&S has revised this Privacy Policy, this indicates your agreement to the changes.

The types of information collected by M&S are as follows:

- (a) Patient demographic information including but not limited to name, email address, patient ID, name, and date of birth.
- (b) Patient Web-based vision testing responses and results to tests and screenings conducted.
- (c) Automatically collected information about the device and access location you used to access and/or conduct the M&S Web-based vision testing such as your IP address, operating system, browser types and language, and access times, If a mobile device was used to access and/or conduct the M&S Web-based vision testing such as hardware model, operating system and version, unique device identifiers, and mobile network information. Cookies are temporarily loaded onto your device for purposes of tracking information collected during the course of the Web-based vision screening to assist in the gathering of your testing steps and results.

The Uses by M&S of the information collected:

- a) Provide and maintain the Web-based vision testing steps and results you completed while accessing and using our tests.

How is the information collected (including the personal and Web-based vision testing) by M&S is shared:

- a) With vendors, consultants and service providers who need the information to complete their work related to Web-based vision testing for M&S
- b) With healthcare providers who need the information to review, plan or discuss patient healthcare.
- c) For requests from local, state or federal law enforcement, judicial or administrative proceeding, (e.g. subpoena), which we believe is required by applicable law. Or as permitted by law.
- d) De-identified information, which cannot reasonably be identified as a patient may be aggregated or analyzed to assess ways to improve the efficiency or features of the Web-based vision testing

This Digital Privacy Policy is governed by U.S. law. By accessing and using the M&S Web-based vision testing including providing patient personal information and testing steps and results, you agree to the processing and/or transferring of information in and to other parts of the U.S. where different laws may be in place. If this is the case, we will use reasonable physical, technical and administrative safeguards to protect personal information.

Unfortunately, no data transmission or storage system can be guaranteed as 100% secure. Please contact M&S with any questions or concerns about how M&S processes your information. M&S Technologies, Inc., compliance@mstech-eyes.com.

M&S Technologies Notice of Privacy

Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT PATIENTS MAY BE USED AND DISCLOSED AND HOW PATIENTS CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

M&S Technologies, Inc. (“M&S,” “we,” or “us”) is committed to providing an environment that protects privacy and the confidentiality of health information. To that end, this notice explains our privacy practices, as well as rights, with regard to health information.

Patient Rights

When it comes to health information, patients have certain rights. This section explains patient’s rights and how to exercise them. Specifically, patients have the right to:

Get an electronic or paper copy of patient medical record

- Patients can ask to see or get an electronic or paper copy of M&S Web-based vision testing health screening information.
- We will provide a copy or a summary of patient health information, usually within 30 days of request date. We may charge a reasonable, cost-based fee.

Ask us to correct or amend patient medical record

- Patient can ask us to correct health information about that patient believes is incorrect or incomplete.
- We may say “no” to patient request, but will write to tell explain why, usually within 60 days of the request.

Request confidential communications

- Patient can ask us to be contacted in a specific way (for example, home or office phone) or to send mail to a different address. We will say “yes” to all reasonable requests.

Ask us to limit what we use or share

- Patient can ask us not to use or share certain health information. We are not required to agree to these requests. For example, we may say “no” if it would affect patient care.

Obtain a list of those with whom we’ve shared your information

- Patient can ask us for a list (accounting) of the instances where their health information has been shared. Patient health information up to six years prior to the date of the request can be provided and will include with whom we shared it, and why.
- We will include all the disclosures except for those about treatment, payment, or health care operations, and certain other disclosures (such as any patient asked us to make). If patient asked M&S to share their data, we will provide one accounting per year for free. M&S may charge a reasonable, cost-based fee if another one is requested within 12 months.

M&S Technologies, Inc. Digital Products Terms of Use

By clicking "I Agree", by downloading or by accessing or using our Digital Web-based vision testing system, you agree to the Terms. If you do not agree to all of these Terms, you may not access or use the M&S Digital Web-based vision testing system. Agree to the M&S Digital Privacy Policy and the M&S Notice of Privacy by **clicking here**. Please review both of these policies before accessing or using our Digital Web-based vision testing system.

Notice: The Digital Web-based vision testing system is not designed to address emergency or life-threatening situations which necessitate that patients call 911 or go to the emergency room. The Digital Web-based vision testing system is intended to provide a general screening of certain aspects of patient vision in order to keep providers up-to-date on the responses patients provide while completing the Web-based vision testing. For health-related patient questions about the Web-based vision testing system and/or any test results patients have completed while using it, the Provider must be contacted. As a user of the At-Home vision testing system you use the system at your sole discretion and risk. If patients have any questions, concerns or symptoms related to their health, the Provider must address those needs of the patient.

Digital Terms of Use:

- 1) The Digital Web-based vision testing system requires you to set up your user id and password to access and use our system. It is your responsibility to select a strong password and change your password if you believe it has been compromised or if you permitted others to use your account log in id and password.
- 2) You acknowledge and agree that M&S Web-based vision testing system, unless prohibited by applicable law, is provided to you "as is". M&S disclaims, as permissible by law, all Implied warranties of merchantability and fitness for a particular purpose, including any warranty that the Digital Web-based testing system service will be uninterrupted or error free, or that the digital service will be free of viruses or other harmful components. Your use of the M&S At-Home vision testing system is at your own risk.
- 3) You acknowledge and agree to limitations of liability related to access, use and storage of the M&S Web-based vision testing system, unless prohibited by applicable law. Specifically, M&S, their employees and agents will not be liable to you for any indirect, incidental, exemplary, special, speculative, punitive or consequential damages arising from, including but not limited to, loss of use or access, data or information, resulting from your use or operation of the Digital Web-based vision testing. To the extent permitted by applicable law, you acknowledge and agree that the maximum liability by M&S for any damages arising out of your use of the Digital Web-based vision testing system will be limited to the total fees paid by you to access and use the Digital Web-based vision testing system. You further agree that this limitation of liability set forth above will survive any termination of access or use of the Web-based vision testing system.
- 4) You will indemnify, defend and hold harmless M&S from any and all claims, causes of action, demands, liabilities, losses, costs or expense arising from your access and/or use of the Digital Web-based vision testing system, or any stored results generated and retained by the Digital At-Home vision testing system, and your violation of any provisions of these Terms or violation of any rights, M&S or third parties, including intellectual property rights, confidentiality or privacy rights.
- 5) You agree that regardless of any statute or law, any Dispute brought by you must be filed within one (1) year following such claim or cause of action arose; thereafter such claim or cause of action will be forever barred.