

## **Medicount Management, Inc. Privacy Policy**

### **Agreement**

This Website is an information and communications service provided by Medicount Management, Inc. ("Medicount"). Please read this agreement carefully. By using this Website, you agree to be bound by all terms and conditions described in this document. We reserve the right to modify these terms and policies and recommend you periodically review them. Any modifications shall be effective immediately upon the posting of this Privacy Policy. Medicount has no obligation to notify users of the posting of a modified Privacy Policy. Your continued use of the Website will constitute your agreement to the most current version of this policy.

### **Use of the Website**

The Medicount Website is for informational purposes only. The information should not be used in place of a consultation with your physician or other healthcare provider. You should always seek the advice of your physician or other qualified healthcare providers prior to starting any new treatment or with any questions you may have regarding a medical condition. You warrant that you will not use this Website for any purpose that is unlawful or prohibited by this agreement. You are personally responsible for the material that you send.

### **Warranty Disclaimer**

You assume full responsibility for using the information on this Website, and you understand Medicount and its affiliated organizations will not be held responsible or liable for any claim, loss or damage resulting from your use of the site. **MEDICOUNT IS PROVIDING THE WEBSITE "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MEDICOUNT DOES NOT WARRANT THAT THE WEBSITE IS ERROR FREE, TIMELY OR COMPLETE, OR THAT ACCESS TO AND USE OF THE SITE WILL BE UNINTERRUPTED OR THAT THE SITE AND FILES THAT ARE PROVIDED TO BE DOWNLOADED ARE ERROR OR VIRUS FREE.**

### **Links to Third Party Sites**

Throughout the Website, Medicount provides links to third party sites ("Linked Sites"). The Linked Sites are not under Medicount's control and Medicount is not responsible for the content of any Linked Sites, including, without limitation, the accuracy, copyright compliance, legality, or decency of the Linked Sites or any links contained therein. These links are provided as a courtesy to you and are in no way implying an endorsement of or responsibility for their accuracy. You should refer to the ownership and disclaimer information posted on those sites. If you choose to send personally identifying information to Linked Sites, you do so at your own risk. We do not control the collection or use of this information, and we make no representations about the Privacy Policies or practices of other sites. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other Linked Site that you visit.

### **Copyright**

Material on the Medicount Website is protected by copyright law. Unless otherwise stated, users may print or download information from this site for personal, non-commercial use only, provided they identify the source of the material and include a statement that the materials are protected by copyright law.

Any reproduction of artwork or photographs appearing on the pages of the Website is prohibited without prior written consent. All content on the Website provided by third parties is subject to any applicable terms and conditions provided by that third party and you agree to be bound by those terms and conditions. For any written permission, please contact the Marketing Department of Medicount.

### **Privacy Statement**

Medicount respects your personal privacy and Medicount undertakes commercially reasonable precautions to ensure that the information you submit to the Website remains private and used only for the purposes outlined within the site. Please note, however, that Medicount cannot guarantee the security of the information provided by you. Unauthorized entry or use, hardware or software failure, or other factors may compromise the security of any information provided by you at any time.

### **General Information Collection**

Medicount tracks and collects general information regarding the use of this site. Information such as which pages are visited, the length of time visitors stay on the site, the browsers visitors use, and the times people log on to the site, is collected in aggregate and not applied to specific visitors. Such information may be shared, in aggregate, to help others determine how the site is used and what can be done to make it more helpful to our audience.

**Personal Information**

You may use the certain services and/or visit certain pages of the Medicount Website without providing any personal information. However, in order to access some of the features of the Website, you may be asked to provide personal information and complete an online form. If you create an online account, or request one of our other services, we may collect the following personal information: full name, home address, email address, telephone number, social security number, date of birth, and your answers to other similar background information questions, payment information and how you specifically use this website. You are solely responsible for providing accurate and complete information. Please note that our forms are not encrypted. People who are actively attempting to intercept Web transmissions may be able to read information that you send us or information that we send you through your e-mail address. If you ask us a question and supply your e-mail address, you are authorizing us to respond to you with an unencrypted e-mail message. If you are not comfortable using an online form without encryption, you can call Medicount directly, and we will be happy to help you over the telephone (866-587-0824).

You may use the Medicount Website for the purpose of paying your bill. In this case Medicount will share information collected from you as required by vendors, banking institutions, transaction processors, and credit card associations only as necessary to provide processing services. Medicount does not sell or rent this information and will only share it as provided herein. Medicount may be forced to disclose such information to comply with the federal, state or local laws or regulations, or to comply with civil, criminal or regulatory investigation, subpoena, or summons by federal, state or local authorities.

**Cookies**

As with many other sites, the Website may use “cookies” or other technologies to help us deliver content specific to your interest, to process your inquiries or requests, and/or to analyze your visiting patterns. Cookies, by themselves, will not be used by Medicount to disclose your individual identity. This information identifies your browser, but not you, to our servers when you visit the Website. If you want to disable these cookies or remove them at any time from your computer, you can disable or delete them using your browser. However, you must enable cookies to access certain information on our Website. Note that in limited instances, such as when you create an online account or request one of our services, cookies may contain and may be associated with the personal information we collect.

**Disclosure of Personal Information**

Medicount may disclose your personal information to certain third parties with whom we have a direct or indirect business or contract relationship to provide the products and services you have requested. Medicount’s use of third parties is to provide services to you (e.g. payment services) is subject to the terms of use and privacy policies of those third party websites and such third parties are responsible or liable for their use of your personal data. We may also disclose Personal Information collected on this Website in accordance with applicable law, to assert or defend our right and property, to prevent harm to others, to collect a debt, or in response to legal processes such as subpoenas. We may also provide (or reserve the right to provide) personal information to credit reporting agencies and to cooperate with law enforcement authorities and other governmental authorities consistent with applicable law.

Based upon your specific relationship with Medicount, we may disclose your personal information in ways described in more detail in one or more other agreements.

***See Copyright Policy on following page.***

## COPYRIGHT POLICY

Medicount Management, Inc. ("Medicount") respects the intellectual property of others, and we ask that visitors to, and users of our website ("Website") do the same. Our Website may link you to other sites on the Internet ("Linked Sites"). Please note that Medicount has no responsibility for the content on the Linked Sites. It is our policy to respond to clear notices of alleged copyright infringement. This page is designed to make the process of submitting notices of alleged copyright infringement easy while at the same time reducing the burden on Medicount caused by fraudulent, confusing, misleading, or unverifiable notices. Please note that you may be exposing yourself to liability if you materially misrepresent that something is or is not infringing. Please consult with an attorney if you are unsure whether you have copyright interests in any of the material you may find on our Site.

### ***Infringement Notification***

To file a notice of infringement with Medicount, you must provide written notice to Medicount's Copyright Agent that includes the following information:

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon.
2. Identify the material on the Website that you claim is infringing your copyrighted work listed in #1 above, including the URL of the web page.
3. Provide contact information reasonably sufficient to permit Medicount to contact you, including name, address, telephone number, fax number and email address.
4. Include the following statement: "I have a good faith belief that the use of the copyrighted materials described above is not authorized by the copyright owner, its agent, or the law, and infringes the rights of such copyright owner."
5. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner with respect to the exclusive right that is allegedly infringed."
6. Execute the notice.
7. Send the written communication to the following address:

Mrs. Lisa Rammes  
WOOD & LAMPING  
600 Vine Street  
Cincinnati, Ohio 45202

### ***Medicount Response***

Medicount will respond within a reasonable period of time to notices of alleged infringement that comply with the Digital Millennium Copyright Rights ("DMCA") (the text of which can be found at <http://www.copyright.gov>) and other applicable intellectual property laws. Medicount's response may include removing or disabling access to the allegedly infringing material. If Medicount removes or disables access to the allegedly infringing material, Medicount will make a good-faith attempt to contact the owner or agent of the allegedly infringing material or the website or person who uploaded the material or from who said material was obtained by Medicount. This is done so as to enable them to make a counter notification pursuant to DMCA §§ 512(g)(2) and (3). When we receive a counter notification, we may reinstate the material in question. Medicount may retain all notices of alleged infringement and counter notification.