

Privacy Policy

The HealthEquip, Inc. (HealthEquip) Privacy Policy was revised on July 16, 2020. We update this policy as needed to stay compliant with relevant laws. If you have any questions or concerns about our policy, or our practices related to your personal information please contact service@healthequip.com or HealthEquip Inc, 1749 S Naperville Rd Ste 200, Wheaton IL 60189.

Please read this privacy policy carefully to help you make informed decisions about sharing your personal information with us.

Welcome

Thank you for participating in the HealthEquip community. We are committed to protecting your personal information and your right to privacy.

This privacy policy applies to all information collected through our websites including <https://www.healthequip.com/>, HealthEquip mobile application available from Google Play and the Apple Store, **HealthEquip** and/or any related services, sales, marketing or events collectively referred to as "sites".

Collection and Use of Personal Information

You may be asked to voluntarily provide to us your personal information when registering as a user, participating in app or site activities, expressing interest in obtaining more information or otherwise contacting us. HealthEquip and its affiliates may share this personal information with each other and use it consistent with this Privacy Policy. They may also combine it with other information to provide and improve our products, services, content, and advertising. You are not required to provide the personal information that we have requested, but, if you chose not to do so, in many cases we will not be able to provide you with our products or services or respond to any queries you may have.

The personal information that we collect depends on the context of your interactions with us and the Sites, the choices you make and the products and features you use. The personal information we collect can include the following:

Name and Contact Data. We collect your first and last name, email address, postal address, phone number, and other similar contact data.

Credentials. We collect passwords, password hints, and similar security information used for authentication and account access.

Payment Data. We collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code

associated with your payment instrument. All payment data is stored by Shopify's payment processor and you should review the [Shopify Payment Terms of Service](#) and contact Shopify directly with any questions.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

Automatically collected. IP address and/or browser and device characteristics – is collected automatically when you visit our websites.

This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Site and other technical information. This information is primarily needed to maintain the security and operation of our Sites, and for our internal analytics and reporting purposes.

Like many businesses, we may also collect information through cookies and similar technologies.

Cookies and similar technologies: Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Sites.

Collected through our Apps. If you use our Apps, we may also collect the following information:

Geo-Location Information. We may request access or permission to and track location-based information from your mobile device, either continuously or while you are using our mobile application, to provide location-based services. If you wish to change our access or permissions, you may do so in your device's settings.

Mobile Device Access. We may request access or permission to certain features from your mobile device, including your mobile device's [Bluetooth, calendar, camera, contacts, microphone, reminders, sensors, SMS messages, social media accounts, storage,] and other features. If you wish to change our access or permissions, you may do so in your device's settings.

Mobile Device Data. We may automatically collect device information (such as your mobile device ID, model and manufacturer), operating system, version information and IP address.

Push Notifications. We may request to send you push notifications regarding your account or the mobile application. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings.

Information collected from other Sources. We may obtain information about you from other sources, such as public databases, joint marketing partners, social media platforms (such as Facebook), as well as from other third parties. Examples of the information we receive from other sources include: social media profile information (your name, gender, birthday, email, current city, state and country, user identification numbers for your contacts, profile picture URL and any other information that you choose to make public); marketing leads and search results and links, including paid listings (such as sponsored links).

HealthEquip does not collect or retain personally identified information including hospital patient information (HIPAA), user social security numbers, date of birth, driver's license or other US issued government identification.

How your personal information is used

We use personal information collected via our Sites for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests ("Business Purposes"), in order to enter into or perform a contract with you ("Contractual"), with your consent ("Consent"), and/or for compliance with our legal obligations ("Legal Reasons"). We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.
- We may use your information to fulfill and manage your donations and demand requests, communicate shipping and donation receipt information or other business communications, and manage your orders, payments, returns, and exchanges made through the Sites.
- To post testimonials with your consent, our Sites that may contain personal information. Prior to posting a testimonial, we will obtain your consent to use your name and testimonial. If you wish to update, or delete your testimonial, please contact us at

privacy@meritsolutions.com and be sure to include your name, testimonial location, and contact information.

- Request Feedback on your experience using the app(s) with your Consent. We may use your information to request feedback and to contact you about your use of our Sites.
- We may use your information as part of our efforts to keep our Sites safe and secure (for example, for fraud monitoring and prevention).
- We may use your information in order to enable user-to-user communications with each user's consent.
- To enforce our terms, conditions and policies.
- To respond to legal requests and prevent harm. If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.

Information Sharing

We only share information with your consent, to comply with laws, to protect your rights, or to fulfill business obligations. We only share and disclose your information in the following situations:

- Compliance with Laws. We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).
- Vital Interests and Legal Rights. We may disclose your information where we believe it is necessary to investigate, prevent, or act regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.
- Vendors, Consultants and Other Third-Party Service Providers. We may share your data with third party vendors, service providers, contractors or agents who perform services for us or on our behalf and require access to such information to do that work. Examples include: payment processing, data analysis, email delivery, hosting services, customer service and marketing efforts. We may allow selected third parties to use tracking technology on the Sites, which will enable them to collect data about how you interact with the Sites over time. This information may be used to, among other things, analyze and track data, determine the popularity of certain content and better understand online activity. Unless described in this Policy, we do not share, sell, rent or trade any of your information with third parties for their promotional purposes.
- Business Transfers. We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

- **Third-Party Advertisers.** We may use third-party advertising companies to serve ads when you visit the Sites. These companies may use information about your visits to our Website(s) and other websites that are contained in web cookies and other tracking technologies in order to provide advertisements about goods and services of interest to you. [See our Cookie Policy above for further information]
- **Affiliates.** We may share your information with our affiliates, in which case we will require those affiliates to honor this privacy policy. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.
- **Business Partners.** We may share your information with our business partners to offer you certain products, services or promotions.
- **With your Consent:** We may disclose your personal information for any other purpose with your consent.
- **Other Users.** When you share personal information (for example, by posting comments, contributions or other content to the Sites) or otherwise interact with public areas of the Site [or App], such personal information may be viewed by all users and may be publicly distributed outside the Site [and our App] in perpetuity. Similarly, other users will be able to view descriptions of your activity, communicate with you within our Sites, and view your profile.

International Transfer of information

We may transfer, store, and process your information in countries other than your own.

Our applications are subject to the Microsoft privacy policy <https://privacy.microsoft.com/en-us/privacystatement>. If you are accessing our Sites outside of the United States please be aware that your information may be transferred to, stored, and processed by us in our facilities and by those third parties with whom we may share your personal information (see "Disclosure of Your Information" above), in other countries. From the Microsoft privacy policy (URL above):

Personal data collected by HealthEquip and Microsoft may be stored and processed in your region, in the United States, and in any other country where Microsoft or its affiliates, subsidiaries, or service providers operate facilities. Microsoft maintains major data centers in Australia, Austria, Brazil, Canada, Chile, Finland, France, Germany, Hong Kong, India, Ireland, Japan, Korea, Luxembourg, Malaysia, the Netherlands, Singapore, South Africa, the United Kingdom, and the United States. Typically, the primary storage location is in the customer's region or in the United States, often with a backup to a data center in another region. The storage location(s) are chosen in order to operate efficiently, to improve performance, and to create redundancies in order to protect the data in the event of an outage or other problem. We take steps to ensure that the data we collect under this privacy statement is processed according to the provisions of this statement and the requirements of applicable law wherever the data is located.

HealthEquip and Microsoft transfer personal data from the European Economic Area, the United Kingdom, and Switzerland to other countries, some of which have not yet been determined by the European Commission to have an adequate level of data protection. For example, their laws may not guarantee you the same rights, or there may not be a privacy supervisory authority there that is capable of addressing your complaints. When we engage in such transfers, we use a variety of legal mechanisms, including contracts, to help ensure your rights and protections travel with your data. To learn more about the European Commission's decisions on the adequacy of the protection of personal data in the countries where HealthEquip and Microsoft processes personal data, see this article on the European Commission website.

Microsoft Corporation complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom, and Switzerland to the United States. Microsoft Corporation has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If third-party agents process personal data on our behalf in a manner inconsistent with the principles of either Privacy Shield framework, we remain liable unless we prove we are not responsible for the event giving rise to the damage. The

controlled U.S. subsidiaries of Microsoft Corporation, as identified in our self-certification submission, also adhere to the Privacy Shield Principles—for more info, see the list of Microsoft U.S. entities or subsidiaries adhering to the Privacy Shield Principles.

If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, visit the Privacy Shield website.

If you have a question or complaint related to participation by Microsoft in the EU-U.S. or Swiss-U.S. Privacy Shield, we encourage you to contact us via our web form. For any complaints related to the Privacy Shield frameworks that Microsoft cannot resolve directly, we have chosen to cooperate with the relevant EU Data Protection Authority, or a panel established by the European data protection authorities, for resolving disputes with EU individuals, and with the Swiss Federal Data Protection and Information Commissioner (FDPIC) for resolving disputes with Swiss individuals. Please contact us if you'd like us to direct you to your data protection authority contacts. As further explained in the Privacy Shield Principles, binding arbitration is available to address residual complaints not resolved by other means.

Microsoft is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission (FTC).

Third Party Websites

HealthEquip Sites do not contain advertisements from third parties that are not affiliated with us.

Keeping Your Information

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy policy, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this policy will require us keeping your personal information for longer than 1 year past the termination of your account.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

Information Safety

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, please also remember that we cannot guarantee that the internet itself is 100% secure. Although we will do our best to

protect your personal information, transmission of personal information to and from our Sites is at your own risk. You should only access the services within a secure environment.

Information from Minors

We do not knowingly solicit data from or market to children under 18 years of age. By using the Sites, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Site [and App]. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we have collected from children under age 18, please contact us at service@healthequip.com

European Economic Area Privacy Rights

You have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal information; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the processing of your personal information. To make such a request, please use the contact details on page 1. We will consider and act upon any request in accordance with applicable data protection laws.

If we are relying on your consent to process your personal information, you have the right to withdraw your consent at any time. Please note however that this will not affect the lawfulness of the processing before its withdrawal.

If you are resident in the European Economic Area and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm

You may at any time review or change the information in your account or terminate your account by:

- Logging into your account settings and updating your account
- Contacting us using the contact information provided below

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.

Opting out of email marketing: You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the

details provided below. You will then be removed from the marketing email list – however, we will still need to send you service-related emails that are necessary for the administration and use of your account. You can also opt-out by:

- Noting your preferences at the time you register your account with the Sites.
- Logging into your account settings and updating your preferences.
- Contacting us using the contact information provided below

California Residents Privacy Rights

California Civil Code Section 1798.83, also known as the “Shine The Light” law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the HealthEquip, you have the right to request removal of unwanted data that you publicly post on the Site. To request removal of such data, please contact us using the contact information provided on page one, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on HealthEquip, but please be aware that the data may not be completely or comprehensively removed from our systems.

PPE Quality Disclaimer

The HealthEquip application (HealthEquip) is intended to facilitate an efficient means by which persons or entities who have personal protective equipment and other supplies (collectively, Equipment) can sell or donate them to individuals or organizations who need such Equipment. HealthEquip is not responsible for evaluating any Equipment a person or organization may receive, and in particular, is not responsible for confirming the Equipment meets any applicable requirements and specifications, and is not defective, adulterated, or otherwise unsuitable for the intended use. HealthEquip cannot make any representations or warranties regarding the functionality or performance of HealthEquip, or that use of HealthEquip will result in delivery of the Equipment requested. The recipient of any Equipment acknowledges and agrees that any Equipment it receives is accepted on an “as is” basis, with no representations or warranties of any kind,



express or implied, including without limitation any representation or warranty regarding quality, compliance with any applicable specifications, non-infringement, merchantability or fitness for a particular purpose. Any use of Equipment received through use of HealthEquip is at the recipient's own risk. **HealthEquip will not be liable for any damages of any kind arising from (i) the use of, or reliance on, any Equipment received by any person or entity via HealthEquip; (ii) any allocation or non-allocation of Equipment via HealthEquip; or (iii) any delay in delivery or failure to deliver Equipment for any reason.**