

# Terms and Conditions and Privacy Policy

**Updated May 18, 2020**

## Terms and Conditions

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the [www.hippra.com](http://www.hippra.com) website and the Hippra mobile application (together, or individually, the "Service") operated by Nexus 8 International, LLC ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

### Communications

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

### Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

### **Availability, Errors and Inaccuracies**

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

### **Contests, Sweepstakes and Promotions**

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms & Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

### **Subscriptions**

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Nexus 8 International, LLC cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Nexus 8 International, LLC customer support team.

A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide Nexus 8 International, LLC with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment

method information. By submitting such payment information, you automatically authorize Nexus 8 International, LLC to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Nexus 8 International, LLC will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

### **Free Trial**

Nexus 8 International, LLC may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial"). You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by Nexus 8 International, LLC until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Nexus 8 International, LLC reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

### **Fee Changes**

Nexus 8 International, LLC, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Nexus 8 International, LLC will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

### **Refunds**

Except when required by law, paid Subscription fees are non-refundable.

### **Content**

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the

Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

Nexus 8 International, LLC has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of Nexus 8 International, LLC or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

### **Objectionable Content**

This app does not allow content that is offensive, insensitive, upsetting, intended to disgust, or is in exceptionally poor taste; this includes, but is not limited to:

- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups, particularly if the content is likely to humiliate, intimidate, or place a targeted individual or group in harm's way.
- Realistic portrayals of people or animals being killed, maimed, tortured, or abused, or content that encourages violence.
- Depictions that encourage illegal or reckless use of weapons and dangerous objects or facilitates the purchase of firearms or ammunition.
- Overtly sexual or pornographic material, defined by Webster's Dictionary as "explicit descriptions or displays of sexual organs or activities intended to stimulate erotic rather than aesthetic or emotional feelings."
- Inflammatory religious commentary or inaccurate or misleading quotations of religious texts.

## **Accounts**

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## **Intellectual Property**

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Nexus 8 International, LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Nexus 8 International, LLC.

## **Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by Nexus 8 International, LLC.

Nexus 8 International, LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Nexus 8 International, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

## **Termination**

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Indemnification**

You agree to defend, indemnify and hold harmless Nexus 8 International, LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

## **Limitation Of Liability**

In no event shall Nexus 8 International, LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Nexus 8 International, LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

## **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of District Of Columbia, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## **Contact Us**

If you have any questions about these Terms, please contact us at [support@hippra.com](mailto:support@hippra.com).

# Privacy Policy

This privacy policy governs your use of Hippra, a software application (“Application” and “Hippra Application”) that was created by Nexus 8 International, LLC. The Application includes a method for knowledge sharing about medical cases, including comments and questions. These features and cases are collectively referred to as "the Services."

## User Consent

By submitting Personal User Information through our Site or Services, you agree to the terms of this Privacy Policy, and you expressly consent to the collection, use and disclosure of your Personal Data to third party service providers used in connection with making certain Services available to you. If you do not agree, you should discontinue use of the Site and Services immediately.

### Section 1. What information does the Application obtain and how is it used?

#### *User-Provided Information*

The Application obtains the information you provide when you download and register for the Application. This includes the following categories of information: Personal User Information, User-Provided Case Information, Optional User-Provided Information and Automatically Collected Information.

## Personal User Information

When you register for Hippra, you provide your

- email address
- username
- password
- specialty (selected from a drop-down menu)
- areas of interest
- verification details (National Provider ID number).

This information is referred to collectively as your “Personal User Information.” We collect and hold this information for the purpose of administering your use of the Application.

You are solely responsible for (1) maintaining the strict confidentiality of your Personal User Information, (2) not allowing another person to use your Personal User Information to access the Services, (3) any and all damages or losses that may be incurred or suffered as a result of any activities that occur under your Personal User Information. You agree to immediately notify



Nexus 8 International, LLC in writing by email to [support@hippra.com](mailto:support@hippra.com) of any unauthorized use of your Personal User Information or any other breach of security. Nexus 8 International, LLC is not and shall not be liable for any harm arising from or relating to the theft of your Personal User Information, your disclosure of your Personal User Information, or the use of your Personal User Information by another person or entity.

## **User-Provided Case Information**

Based on your account status, you may perform the following tasks:

- Share cases
- Comment on cases
- Search cases
- Answer medical and non-medical questions

(a) Comment on cases. We will store your comments, the dates of comments, and the username connected to the comments.

(c) "Save" cases. We will store the cases you have "saved" into "Collections," as well as the date they were saved and the username connected to those cases.

(d) Flag cases and comments provided by other users (i.e., to indicate that identifiable information may have been improperly included in a case, caption, or comment). Until or unless the case or comment is deleted, we will store the cases and comments that you flag, the subcategory of the flagged case, the date flagged, and the username referenced to the flagged case or comment.

These informational elements shall be referred to as "User-Provided Case Information." All User-Provided Case Information that you generate in the Application must comply with local, national, provincial, state, and federal privacy legislation and best practices. Identifying information must be removed from any uploaded cases and should not be included in any captions or comments. We will store the date your account was created, the Application version, and the last login date.

So that we may improve the Hippra Application, personalize the content, and make recommendations for you, we use and analyze the User-Provided Case Information and Automatically Collected Information (see below). We conduct surveys and research, test features in development and analyze the information to improve our products and services, develop new features, and conduct audits and quality assurance.

## Optional User-Provided Information

You have the option to:

- Request verification of your status as a healthcare professional. If you choose this option, you will be asked to provide us with additional information, which we will cross-reference with publicly available data to ensure that you are a licensed healthcare professional. If you are verified, we will store your status as a “verified healthcare professional.” You are required to update your status as necessary.
- Invite colleagues to join Hippra so that they can use the Application. If you choose to do this, the Application will access the address book on your mobile device to enable you to choose which of your colleagues you would like to invite to the Application. While we may access your address book, we do not store your complete address book.
- Expand your user profile with additional information. You may complete any of the following fields: real name, state, country, institution, categories of interest, graduation date, and years of experience, among others. You may include a short biography and upload a profile picture. You are responsible for the accuracy of all of the information you provide. This information is public and can be seen by other users.
- Respond to surveys. We may survey users or solicit comments and opinions. If you respond, the information will be used to learn more about healthcare, to help improve your experience on the Application, and for other purposes of Nexus 8 International, LLC. We use, share, and store this information in the aggregate only, with the exception of comments, which will be linked to your user profile.
- Allow colleagues to find you. When using the direct messaging feature, you may allow colleagues to find you and to sync your mobile device’s contacts to find people you know on the Application. If you choose to do this, the Application will access the entire address book on your mobile device and sync it to the Application. The Application uses a secure one-way hash to protect the emails and phone numbers in your contacts.

## Automatically Collected Information

In order to improve the Application and deliver the Services, the Application may collect certain information automatically. All information stored on our server will not be accessible by third parties.

When you access or use the Services, we automatically collect information about you, including:

- **Log Information.** We log information about your use of the Services, including the type of browser you use, access times, pages viewed, your IP address, and the link you visited before navigating the Services.
- **Device Information.** We collect information about the computer or mobile device you use to access the Services including the hardware model, operating system and version, unique device identifiers, and mobile network information.
- **Information Collected by Cookies and Other Tracking Technologies.** We use various technologies to collect information, and this may include sending cookies to your computer or mobile device. Cookies are small data files stored on your hard drive or in device memory that helps us to improve the Services and your experience, see which areas and features of the Site are popular and count visits. We may also collect information using web beacons (also known as "gifs", "pixel tags" and "tracking pixels"). Web beacons are electronic images that may be used on the Services or emails and help deliver cookies, count visits, understand usage, campaign effectiveness, and determine whether an email has been opened and acted upon.
- Most web browsers are set to accept cookies by default. If you prefer, you can choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of the Services.
- We may use the information provided by you to contact you from time to time to provide you with important information, push notifications, and marketing promotions. You will be given the option to opt-out of these notifications.

## **Section 2: Does the Application collect precise real-time location information of the device?**

No, this Application does not collect precise information about the location of your mobile device.

## **Section 3: Do third parties see and/or have access to information obtained by the Application?**

Anything you do, post, and share using the Services may be seen by other users. Therefore, you do not have a reasonable expectation to privacy when using the Services. The Services are designed to allow you to share information, cases and comments with other users. Your Personal User Information, User Provided Case Information, Optional User-Provided Information and any other Content you voluntarily provide may be used by Nexus 8 International, LLC for enhancing the Services. Nexus 8 International hereby reserves the right to and may alter, decompile, disassemble, and create derivative works of any and all such materials. You expressly consent to Nexus 8 International's use of the Content in this manner and understand that such information may be cross-marketed and shared with other users and third parties who may have an interest in your use of the Hippra Application.

We will disclose Personal User Information and Automatically Collected Information, as described above, within or outside your jurisdiction, in the following circumstances:

- as required by law, such as to comply with a subpoena, or similar legal process;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;
- with our trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this privacy statement;
- if Nexus 8 International, LLC is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Website and/or Application of any change in ownership or uses of this information, as well as any choices you may have regarding this information; and
- we disclose user email addresses to third-party email service providers in order to deliver to users Hippra informational, service and content emails.

User-Provided Case Information may be shared more broadly with third parties and Hippra Clients.

We may create Anonymous Data from User Provided Informational by excluding information (such as your name) that makes such data personally identifiable. We reserve the right to use and disclose Anonymous Data for any purpose in our sole discretion.

#### **Section 4: What are my opt-out rights?**

You can stop all collection of information by the Application by uninstalling the Application. You may use the standard uninstall processes that may be available as part of your mobile device or via the mobile application marketplace or network.

You may opt out of the aforementioned content announcements and messages. However, the Application will not allow you to opt out of any announcements and messages related to the implementation of this Policy and your obligations thereunder. As such, should your uploaded cases, case captions, or comments contain identifying information about a patient (as described in the Terms of Service), you will receive messages from Nexus 8 International, LLC notifying you of a potential privacy violation associated with this content.

You may also delete your account by going to your profile and tapping and holding the “Logout” button. You will be asked to confirm that you would like to delete your account. If you confirm, your profile information will be automatically deleted from the Hippra server. Your cases and comments will be anonymized and attributed to “Healthcare Professional.” You may request to have all images and comments associated with your account deleted. However, we cannot guarantee that we will be able to recall and delete images that have been provided to third parties, such as medical journals or medical education websites. Please note that we may retain certain information as required by law or for legitimate business purposes.

When we delete any information, it will be deleted from the active database, but may remain in our archives. We may also retain your information for fraud or similar purposes. All provisions of this Privacy Policy which by their nature should survive termination, shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Section 5: Data Retention Policy, Managing Your Information**

You may update, correct or delete information about you at any time by logging in to your Profile.

We will retain User-Provided Information as described above for as long as you use the Application, and will delete it if you delete your account, which can be done by tapping and holding the "Logout" button on the settings page within the profile tab in the Application or by contacting us via [support@hippra.com](mailto:support@hippra.com). You will be asked to confirm that you would like to delete your account. If you confirm, your profile information will be automatically deleted from the Hippra server. Your cases and comments will be anonymized and attributed to "Healthcare Professional." You may request to have all images and comments associated with your account deleted. However, we cannot guarantee that we will be able to recall and delete images and comments that have been provided to third parties, such as medical journals or medical education websites. Please note that we may retain certain information as required by law or for legitimate business purposes.

If you contact Nexus 8 International, LLC to delete your account, the change will be processed within seven (7) calendar days.

## **Section 6: Security**

We are concerned about safeguarding the confidentiality of your User-Provided Information. We provide physical, electronic, and procedural safeguards to protect information we process and maintain. For example, your password is cryptographically hashed and your email address is encrypted.

We limit access to your User-Provided Information to authorized employees and contractors who need to know that information in order to operate, develop, or improve the Application. Please be aware that, although we will take reasonable steps to safeguard and maintain security of User-Provided Information that we process and maintain, no security system can prevent all potential security breaches. Please refer to the Terms of Service for more details about Nexus 8 International, LLC's and your obligations with respect to the proper use of the Application and notification obligations thereunder.

## **Section 7: Changes**

This Privacy Policy may be updated from time to time for any reason. Each time you use the Application, the most current version of the Privacy Policy will apply. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy here. You are advised to consult this Privacy Policy regularly for any changes. Unless stated otherwise, the most current version of the Privacy Policy applies to all information that we have about you. We will not materially change our policies and practices to make them less protective of your privacy without the consent of affected users.

## **Section 8: Your Consent**

By using the Application, you are consenting to our processing User-Provided Information and Automatically Collected Information as set forth in this Privacy Policy now and as amended by us. “Processing” means using cookies on a computer/hand-held device or using or touching information in any way, including, but not limited to, collecting, storing, deleting, using, combining, and disclosing information.

If you have any questions regarding privacy while using the Application, have questions about our practices, or wish to make a complaint about our handling of your personal data, please contact us via email or anonymously here. We will make every effort to investigate and respond to your complaint in a timely way.

Any and all good-faith disclosures of privacy concerns under this Policy will not be used to restrict or prohibit you from continuing to use the Application to the extent permitted by law. However, disclosure of any unlawful practices implicating the Privacy Policy to Nexus 8 International, LLC does not release you from your obligations to notify local, national, provincial, state, and federal authorities of any violation of law related to your use of the Application.

## **Section 9: Notice to Residents of California**

California law permits customers in California to request certain details about how their information is shared with third parties and, in some cases, affiliates, for those third parties' and affiliates' own direct marketing purposes. Under the law, a business must either provide this information or permit California customers to opt in to, or opt out of, this type of sharing. We may from time to time elect to share certain information you collected by us on the Services with third parties or affiliates for those third parties' or affiliates' own direct marketing purposes.

If you are a resident of California, California Civil Code Section 1798.83 permits you to opt out and/or request information regarding the disclosure of your personal information by us to third parties for the third parties' direct marketing purposes. This Policy applies only to their activities within the State of California. To make such a request, please send an email to [support@hippra.com](mailto:support@hippra.com) or write us at:

5028 Wisconsin Avenue, NW Suite 100 Washington, DC 20016

Any such request must include "California Privacy Rights Request" in the first line of the request and include your name, street, address, city, state, and ZIP code. Please note that we are only required to respond to one request per customer each year, and we are not required to respond to requests made by means other than through this email address or mail address. California residents are also entitled to contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210 for suspected violations and to learn more about their rights.