**Arthur Application Privacy Policy**

**Last Modified August 29, 2021**

This privacy policy (the “**Policy**” or “**Privacy Policy**“) and the Agreement (as defined herein below) set out how Orlando Health Inc., a Florida not-for-profit hospital, (hereinafter “**Us**“, “**We**“, “**ARTHUR APP**“, or “**Licensor**“) uses and protects the personal information you provide through the Application (as such term is defined in ARTHUR APP’s Mobile Device Application End User License Agreement (the “**Agreement**“)).

Licensor maintains an ongoing commitment to ensuring that your privacy is protected. Accordingly, any personally identifiable information provided by you to Licensor when you use the Application shall be used in accordance with the conditions outlined in the Agreement and this Policy.  Just as the Policy forms a part of the Agreement, the Agreement forms a part of the Policy, and the Agreement is incorporated herein by this reference.  All capitalized terms not otherwise defined in this Policy shall have the same meaning as set forth in the Agreement.

Licensor may change the Agreement and/or this Policy periodically by updating the same. When Licensor makes changes to the Agreement or the Policy which it considers material, Licensor will notify you through the Application, by email, or otherwise. By continuing to use the Application after those changes are made, you are expressing and acknowledging your acceptance of the changes.

**The Information We Collect**

This notice applies to all information collected or submitted through the Application. While using the Application, you may have the opportunity to register for services, make requests, and post content.  Accordingly, depending on the process, you may be asked to provide the following types of personally identifiable information:

* Your name
* Your gender or other demographic information
* Your location information
* Your primary reason for being unable to verbally communicate during a hospital stay
* The Mobile Device ID of the device on which you are using the App
* Reports, information and records on your experience and use within the App

As set forth in the Agreement, we may also request, retain, share and use the Communications (as such term is defined in the Agreement) you send us, including, without limitation, your responses to questionnaires and surveys in which we ask you to participate.

We may also, but are not obligated to, retain or destroy copies of all data transmitted to you during an ARTHUR APP Encounter, as such term is defined in the Agreement.  We may also deliver copies of all such ARTHUR APP Communications to the Facility to be stored, utilized and administered as the Facility deems appropriate.

**Traffic, Usage and Device Information**

Additionally, as you navigate through and interact with our App, we or our third-party service providers may automatically collect certain traffic data, usage information, and information about your mobile device, such as your operating system, your wireless carrier, configuration data, clickstream analytics and your actions and patterns when you use our App. The technologies we use for this automatic data collection may include cookies that are stored on your mobile device, small embedded electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) and other types of embedded code. We collect this information to manage our content and improve users’ use of our App; count and review the number of users of our App and their usage patterns; to track key performance indicators such as pages, curriculum or exercises accessed, frequency of access, and other statistical information related to our App (for example, recording the popularity of certain content and verifying system and server integrity); to identify the portion of users who accesses our App via different types of mobile devices; to recognize if a user is a return user of our App; to store information about a user’s visits; to remember a user’s preferences; and for similar purposes in connection with monitoring, operating, maintaining and improving our App.

**Use of Personally Identifiable Information**

Licensor takes your privacy very seriously. Accordingly, we agree that we will only use the information you provide for the following specific purposes: to effectuate a registration made by you; to customize the App content you see; to improve the content and overall look and feel of the Application; and to contact you, conduct research, and provide anonymous reporting for internal and external clients, when necessary.  We may also, and you hereby authorize us to, share all information we receive from you or through your use of the Application with the Facility.  We are not responsible for, and you hereby agree to hold us harmless from, the manner in which the Facility utilizes the information we receive from you or through your use of the Application.

We agree that we will not share, sell, rent or otherwise distribute your Personal Information with outside parties (other than the Facility), except to provide products or services you’ve requested through us, or in response to a validly-issued subpoena, court order, or other legal process, or when necessary to establish or exercise our legal rights or defend against legal claims made by you or on your behalf.

From time to time, we may employ the use of return email addresses to answer the email we receive from you. Such addresses are not used for any other purpose and are not shared with outside parties (other than the Facility).

Finally, we agree that we will never use or share the personally identifiable information provided to us by you in any way that violates or is otherwise unrelated to the means described in the Agreement or this Policy, without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

**Aggregated or De-Identified Data**

We may convert or combine some Personal Information of users into de-identified or aggregated data that does not disclose any of the Personal Information of any individual user. We may use and disclose to third-parties any such de-identified or aggregated data (including traffic and usage data that does not identify you personally) for any lawful purpose.

**Financial Data**

We do not collect or store any financial or payment information.

**Registration**

In order to use some features of the Application, you must first complete the registration process. During registration, you are required to provide certain Personal Information, including, but not limited to the information described above (see: “The Information We Collect”). This information will periodically be used by us to contact you about Application news, updates and changes to the Agreement or this Policy, and to enable you to retrieve your registration information, access code, and password, if necessary.

**Cookies and Similar Technologies**

A cookie is a small text file that resides on your computer, mobile phone, or other device, and allows Licensor or its business partners to recognize your device when you return to the Application. We may use cookies and similar technologies to perform functions essential to the operation of the Application, track usage and trends, provide advertising on the Application, and improve and customize your experience. We may also allow certain business partners to place or recognize cookies for those purposes. Please note: No personally identifiable information is collected with the cookies that we set. . To learn more about cookies and how to disallow or manage them, go to [www.allaboutcookies.org/](http://www.allaboutcookies.org/).

**Data Security**

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, Licensor has established appropriate physical, electronic, and managerial procedures to safeguard and secure the information Licensor collects through the Application.

**Children’s Privacy**

Protecting the privacy of children is especially important to Licensor. For that reason, Licensor never allows registration of users (i.e. Designated Persons or Secondary Recipients) under the age of 18.  Additionally, Licensor does not collect or maintain information through the Application from users Licensor actually knows are under 18 years of age.  The foregoing, however, does not preclude an individual who is under the age of 18 from being a Patient, provided such Patient’s parent, legal representative, authorized healthcare surrogate, attorney-in-fact, guardian or other legal caretaker consents to the Patient’s involvement in the ARTHUR APP Encounter.  It is hereby acknowledged and agreed that it shall be the responsibility of the Facility, and not Licensor, to obtain the consent of such Patients’ parents, legal representatives, authorized healthcare surrogates, attorneys-in-fact, guardians or other legal caretakers.

**Scope of this Agreement; Third-Party Websites**

Although this Policy applies to the entirety of information obtained by you for the purpose of accessing or using content controlled and owned by Licensor, it does not apply to entities that are not owned or controlled by Licensor.

The Application may contain links to other third-party websites. Please be aware that Licensor does not claim any responsibility for the privacy practices of these third-party sites. We encourage you to be aware when you leave our Application and to take reasonable precautions when sharing your personally identifiable information on third party websites.

**Contact Information**

Arthur App’s headquarters are in Orlando, Florida. To ask questions or to submit comments about this Policy and our privacy practices, you may contact us:

* Via E-mail: [arthurapp@orlandohealth.com](mailto:arthurapp@orlandohealth.com)
* Via Postal Mail: 1414 Kuhl Ave., MP 189, Orlando, FL 32806