

Privacy Policy

Last modified:3/9/2019

Introduction

Pharmazam respects your privacy and is committed to protecting it through our compliance with this privacy policy (“Privacy Policy”). The bolded terms contained in this Privacy Policy have the same meaning as those contained in our Terms of Use (“TOU”) <https://pharmazam.com/assets/downloads/Terms-of-Use.pdf> into which this Privacy Policy is incorporated.

This Privacy Policy describes the types of information we may collect from you or that you may provide when you access or use the **Services**, and our practices for collecting, using, maintaining, protecting, and disclosing that information.

Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to access or use the **Services**. By accessing or using the **Services** you agree to this Privacy Policy. This Privacy Policy may change from time to time (see Changes to Our Privacy Policy). Your continued use of the **Services** after we make changes is deemed to be acceptance of those changes, so please check the Privacy Policy periodically for updates.

Important

As further explained below under Anonymous Information, we may use your **Results, Report**, and de-identified Self-Reported Information (as defined below) to include in a database with other users’ de-identified **Results, Reports**, and de-identified Self-Reported Information (“Aggregated Database”). De-identified means the removal of information by which your identity can be determined with reasonable accuracy, but such terms does not include unique identifiers or codes assigned to you or your Sample that cannot singly be used to identify you. By using the Services you consent to our collection, storage, and use of the de-identified DNA, de-identified **Results, Reports**, and de-identified Self-Reported Information for any purpose in our sole discretion. If you do not consent to such use, then do not access or use our Services.

Information We Collect About You.

We collect several types of information from and about users who access or use the **Services**:

Registration Information. This is personal information that you enter to become a **Registered User** of our Services that includes your name, address, email address, telephone number, user name, password, and payment information such as credit card information collected by our third party payment processors which are not stored on our database or servers. (“Registration Information”).

Self-Reported Information. This is information that you provide to us that does not personally identify you such as gender, age, race, demographic information, and medical history (“Self-Reported Information”). Self-Reported Information may also include Protected Health Information (“PHI”). Our PHI Privacy Notice is identified below.

Results. This is information that includes your **Specimen**, the DNA extracted from your **Specimen**, the **PGx Testing** of your **Specimen** (“PGx Testing”), the results obtained from PGx Testing (“Results”) and the **Results** processed through our proprietary software (“Reports”). We collect, test, process, and store this information.

Technical Information. This information relates to your internet connection, the equipment you use to access or use the **Services**, such as usage details, IP addresses, operating systems, browser or device type, and information automatically collected through cookies, web beacons, and other tracking technologies, including external sites that you visited after accessing or using our **Services** (“Technical Information”).

Communications. This information consists of the records and copies of your correspondence (including email addresses), if you contact us (“Communications”). Communications with our healthcare professionals, however, shall be treated as personal information.

Transactional Information. This information consists of the details of transactions you carry out through the access or use of the **Services**, and of the fulfillment of your orders (“Transactional Information”). You may be required to provide financial information before placing an order for our Services, such as the purchase of a **Collection Kit** or other features of the services (“Add-Ons”) that are not included with the initial access, use and/or download of our Services.

User Contributions. Information relating to **User Contributions**.

How We Use Your Information.

General Use. The information that you provide to us is used to:

- send you notifications (including push notifications) about your account, any transactions you made within your account, potential research opportunities that may be of interest to you, and to offer to you our Services to you, including any updates, Add-Ons, and new releases;
- create your account, verify your **Credentials** and to recognize when you use our **Services**;
- improve the quality of the administration, interaction and use of our **Services**, including tracking your usage of our Services, administering a survey, and performing quality control and improvement;
- provide you information and to offer you third-party goods and services (unless you opt out of such contact by checking the relevant box located in your Account Profile);
- carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including the Terms of Use and for billing and collection;
- respond to your inquiries regarding our **Services** or your use of our **Services**;
- provide to contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them;
- disclose to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred; and

- comply with any court order, law, or legal process, including to respond to any government or regulatory request; to enforce or apply our Terms of Use; protect our, our customers, or others rights, property, or safety.

Upon your consent (which is given as a condition for your access and use of our **Services**), we are permitted to do the following:

- collect, process, and store your **Specimen** as permitted in the Informed Consent For Genetic Testing Form you completed and submitted with your Collection Kit;
- test your **Specimen** to extract your DNA;
- access and store the **Results**, including your DNA, obtained from the testing of your **Specimen**; and
- use Anonymous Information for any purpose in our sole and exclusive discretion.

Use of Genetic Information.

Genetic Information. If you elect to receive our **Services**, then you will be sent a **Collection Kit** allowing you to deposit your **Specimen**. After you deposit your **Specimen** and fill out and sign the forms accompanying the **Collection Kit**, you shall return the **Specimen** to us with the signed forms. Upon our receipt of your **Specimen** we will assign your **Specimen** a unique identifier linked to your personal information, and then have one of our physicians order the **PGx Testing** for your **Specimen** and provide the **Specimen** to our laboratory for such testing. We will not provide our laboratory your personal information linked to the unique identifier assigned to your **Specimen**, but our laboratory will have access to such information for audit and compliance purposes. Upon completion of the **PGx Testing**, our laboratory will provide us with the **Results**, including your sequenced DNA under the unique identifier assigned to your **Specimen**. Upon our receipt of the **Results**, we shall assign the **Results** to your personal information as indicated by the unique identifier and enter the **Results** into our proprietary software to provide you with your **Report**. Upon your direction, we may share your **Results and/or Report** with your physician, healthcare provider, or any other person to whom you direct us to provide such information, and upon such direction or request you consent to the sharing of such information pursuant to your direction.

Anonymous Information. We may create anonymous records of your **Results, Reports,** and Self-Reported Information by removing your personally identifiable information (meaning information by which your identity can be determined with reasonable accuracy, but does not include unique identifiers or codes assigned to you or your Sample that cannot singly be used to identify you) to create de-identified **Results, Reports** and Self-Reported Information (“Anonymous Information”). We may include Anonymous Information in a database comprised of other users’ Anonymous Information (“Aggregated Database”) which we may share or license to third parties.

How We Disclose Your Information

Genetic Information. We may disclose or allow our laboratories access to Specimens and Self-Reported Information subject to the terms contained herein. You may also choose to share **Reports** with others, but you should be careful in doing so. By using our **Services** you consent to such disclosure.

Anonymous Information. You consent to our right to collect, store and use Anonymous Information for any purpose in our sole and exclusive discretion. You hereby assign to us all rights, including intellectual property rights, in and to the Anonymous Information, so that we are the sole and exclusive owners of such information. To the extent that state or local laws prohibits you from assigning ownership rights in such the Anonymous Information, you grant us, our successors and assigns, a royalty-free worldwide, sublicensable, transferrable license to host, transfer, process, analyze, distribute, communicate and use Anonymous Information in perpetuity without any compensation to you, your successors, your heirs or your assigns. If you do not consent to the collection and use of Anonymous Information, then you are prohibited from using the Services.

Tracking Technologies and Advertising. You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.

Some browsers use a DNT (Do Not Track) feature that sends a signal or preference to the websites regarding DNT. Because there is no current accept industry standard on how to respond to the different DNT signals, we do not currently respond to them on our website. We will continue to work with and stay abreast of any common industry standard that the online industry defines on treating DNT signals.

Promotional Offers from the Company. If you do not wish to receive push notifications or have your email address or contact information used by us to promote our own or third parties' goods and services, you can opt-out by checking the relevant box located in your Account Profile. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to our contacts with you regarding non-promotional materials.

We do not control third parties' collection or use of your information to serve interest-based advertising. However these third parties may provide you with ways to choose not to have your information collected or used in this way.

Accessing and Correcting Your Information

You can review and change your personal information by logging into the Services and visiting your Account Profile.

You may also send us an email at info@pharmazam.com to request access to, correct or delete any personal information that you have provided to us or to destroy your **Specimen**. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect. We will not delete any Anonymous Information.

You may also request to inspect or obtain a copy of the **Results**, by contacting us at info@pharmazam.com.

Furthermore, if you delete your User Contributions from the Services, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Website users.

PHI Privacy Notice

This notice of privacy describes how we may use and disclose your protected health information (PHI) to carry out treatment, payment, or healthcare operation and for other purposes that are permitted or required by law. PHI is information about you, including demographic information, that may identify you, which may relate to your past, present, or future physical or mental health condition and related healthcare services. It also describes your rights to access and control PHI.

We are required by law to keep your health information private and provide you with this Notice of Privacy Practices. We take that responsibility seriously, and we will act according to this Notice. We reserve the right to change this Notice of Privacy Practices and to make any new practices effective for all PHI that we keep. Any changes made to the Notice of Privacy Practices will be posted on our website: www.pharmazam.com

We use and disclose health information about you only to physicians that you authorize and request to see your information. You have the authority to share your information from the Pharmazam system with only the people you choose to share it with. The following examples are not comprehensive, but serve as a description of the types of uses and disclosures that may be made.

TREATMENT: We may use or disclose your PHI to a physician or other healthcare provider providing treatment to you at the request of you or your physician.

PAYMENT: We do not share your information for the collections of payments.

HEALTHCARE OPERATIONS: We may use and disclose your PHI, as needed, in order to support the business activities of our company and provide the Services. These activities include, but are not limited to, quality assessment and improvement activities, accreditation, certification, licensing, competency reviews, and conducting or arranging for other business activities in which our company is involved. We may share your PHI with third party business associates that perform various activities on behalf, such as billing. Whenever an arrangement between our company and a business associate involves the use or disclosure of your PHI, we will have a written contract in place that contains terms that will protect the privacy of your PHI. We may contact you to follow up to make sure you are happy with our service. We may use or disclose your PHI, as necessary to obtain feedback from you regarding our services. We may use or disclose your PHI as necessary to provide you within information about health-related services that may be of interest to you. We may also use and disclose your PHI for other marketing services. For example, your name and address may be used to send you information about our company and the services we offer. You do have the right to contact our Privacy & Security Office to request that these materials not be sent to you.

RESEARCH: We may use your PHI to create de-identified information or **Anonymous Information** or we may disclose your information to a business associate so that the business associate can create de-identified information on our behalf. When we de-identify health information, we remove information that identifies you as the source of the information. Health information is considered de-identified only if there is no reasonable basis to believe that the health information could be used to identify you. Your

de-identified **Results** and **Reports** may be used or disclosed by us for research or business purposes.

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BASED UPON YOUR WRITTEN AUTHORIZATION. Other uses and disclosures of your PHI will be made only with your written authorization, unless otherwise permitted or required by law. You may revoke this authorization, unless permitted or required by law. You may revoke this authorization, at any time, in writing, except to the extent that Pharmazam or Pharmazam associates have taken any action in reliance on the use of disclosure indicated in the authorization.

USES AND DISCLOSURE OR PROTECTED HEALTH INFORMATION THAT MAY BE MADE WITHOUT YOUR CONSENT, AUTHORIZATION, OR OPPORTUNITY TO OBJECT: In an emergency, when communication or language is very limited, when required by law, when there are risks to public, to conduct health oversight activities, to report suspected child abuse or neglect, to certain government agencies who monitor activity, in connection with court or government cases, for law enforcement purposes, to coroners and funeral directors and for organ donation, if health or safety is seriously threatened.

YOUR RIGHTS REGARDING PROTECTED HEALTH INFORMATION: You have the right to review and to ask for a copy of your health information. You may inspect and obtain a copy of your PHI that is maintained in a designated record set for as long as we maintain PHI. A “designated record set” contains medical, billing, and any other records that are used for making decisions about you. In certain situations, you may not be allowed to inspect or copy your PHI. For example, the Clinical Laboratory Improvement Amendments (CLIA) only permit authorized persons, as defined by state law, to receive clinical laboratory test records and results. You have the right to request that access to your health information be limited. You may ask us not to disclose any part of your PHI for the purposes of treatment, payment, and healthcare operations. Any request must state the specific restriction requested and to whom you want the restriction to apply. We will consider your request, but are not legally required to accept it. In addition, you may not limit the uses and disclosures that we are legally required to make. You have the right to request to receive private communication in another way or at another location. We will agree to reasonable requests. You have the right to request changes to your health information. This means you ask for changes to be made (amended) in PHI about you in a designated record set for as long as we keep this information. In certain cases, we may deny your request for a change. If we deny your request, you have the right to file a statement with Pharmazam’s Privacy & Security Office, stating that you disagree. We may prepare a response to your statement and will provide you with a copy of this response. Requests for changes must be in writing to Pharmazam’s Privacy & Security Office and should state the requested time period. You have the right to obtain a paper copy or electronic copy of this notice. You may also file a written complaint with the Secretary of Health and Human Services (www.hhs.gov/ocr/hipaa). We will not retaliate against you if you file a complaint about our privacy practices.

QUESTIONS OR TO FILE A COMPLAINT: Please contact Pharmazam if you have questions regarding your privacy rights, or to make any of the requests described in this Notice of Privacy Practices. If you believe your privacy rights have been violated, you may file a complaint contacting Pharmazam’s Privacy & Security Office by phone, email, or mail at:

Toll Free: 888.972.9331 or email us at: legal@pharmazam.com Pharmazam, c/o Privacy & Security Office
| 12902 Commodity Place, Bldg. 3 | Tampa, FL 33626

Your California Privacy Rights

California Civil Code Section § 1798.83 permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to info@pharmazam.com or write us at: Pharmazam | 12902 Commodity Place, Bldg. 3 | Tampa, FL 33626

Data Security

We have implemented measures designed to secure your personal information, Registration Information, **Results, Reports** and Self-Reported Information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls. We also limit access to Registration Information, **Results, Reports** and Self-Reported Information to our employees and contractors who we believe need access to such information to provide the Services to you.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Services like message boards. The information you share in public areas may be viewed by any user of our Website.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted through the Services. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained in the Services.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our Privacy Policy on this page with a notice that the Privacy Policy has been updated on the Website home page. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account or through a notice on the Website home page. The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this Policy to check for any changes.

Children under the Age of 16

Our Website, App, and **Services** are not intended for children under 16 years of age. No one under age 16 may provide any information to or on the Website or App. We do not knowingly collect personal information from children under 16. If you are under 16, do not use or provide any information on this Website or App or on or through any of its features, make any purchases through the Website or App, use any of the interactive or public comment features of this Website or App, or provide any information

about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 16 without verification of parental or guardian consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us at (insert email address).

Contact Information

To ask questions or comment about this Privacy Policy and our privacy practices, contact us at:

Pharmazam | 12902 Commodity Place, Bldg. 3 | Tampa, FL 33626

Email: info@pharmazam.com

or via our toll-free number:

888.972.9331