

HealthJoy Data Processing Addendum

Effective Date: November 1, 2023

This Data Processing Addendum (“Addendum”) supplements any and all other agreements (collectively, “Prior Agreements”) between HealthJoy, LLC, its subsidiaries, divisions, and affiliates (“HealthJoy”, “we”, “our” or “us”), and any person or entity that directly or indirectly collects PI (defined below) and that alone or jointly with others determines the purposes and means of the processing of said PI (“Client”, “you”, or “your”). Prior Agreements include, but are not limited to, a signed Client Program Order Form, our Client Terms and Conditions (set forth at <https://www.healthjoy.com/legal>) which already incorporates our Terms of Service (set forth at <https://www.healthjoy.com/terms-of-use>) and Privacy Policy (set forth at <https://www.healthjoy.com/privacy-policy>). To the extent any provision herein conflicts with provisions in the Prior Agreements, the terms of this Addendum shall control.

HIPAA/PHI EXCEPTION: Notwithstanding anything to the contrary in this Addendum, the Parties understand and agree that this Addendum is not applicable to any information or data that is or is deemed to be PHI under HIPAA pursuant to the Business Associate Agreement (set forth at <https://www.healthjoy.com/legal> and incorporated into the Client Terms and Conditions) in place between the Parties. In the event information or data is not PHI under HIPAA and is PI as defined herein, then this Addendum and the terms of the Client Terms and Conditions regarding confidentiality and limits on liability shall apply.

By using or otherwise engaging with any goods or services, such as websites, mobile applications, and other digital platforms, that are owned, operated, or provided by HealthJoy (collectively the “Service”), you and we agree as follows:

1. **Restrictions on Receipt of Information.** Nothing under this Addendum shall require HealthJoy to disclose to any Client:
 - a. any data or information of any other client or any third party (including an employee/member);
 - b. any internal accounting or financial information;
 - c. any confidential or proprietary information of HealthJoy, including but not limited to trade secret information;
 - d. any information that, in HealthJoy’s opinion, could compromise the security of HealthJoy’s networks, systems, or premises, or cause HealthJoy to breach its security or privacy obligations to any third party; or
 - e. any information sought for any reason other than those outlined in this Addendum or the Prior Agreements.
2. **Data Protection Laws.** HealthJoy may be subject to certain data privacy laws, including but not limited to the California Consumer Protection Act, as amended by the California Privacy Rights Act; Virginia Consumer Data Protection Act; and other similar laws that may now or in the future be in effect, including the Colorado Privacy Act, Connecticut Data Privacy Act, Utah Consumer Privacy Act, Iowa Data Privacy Law, and Indiana Data Privacy Law (collectively, “Data Protection Laws”). HealthJoy shall comply with all such Data Protection Laws, as applicable, and provide the same level of privacy protection as required of a Client under the Data Protection Laws and any regulations related thereto.
3. **Processing of PI.** For purposes of this Agreement, “PI” means any Client information that constitutes “Personal Information” or “Personal Data” under the Data Protection Laws or that is otherwise subject to the provisions of the Data Protection Laws.
 - a. **Nature, Purpose, and Duration of Processing.** You instruct HealthJoy, and HealthJoy agrees, to process PI for the following purposes in accordance with the Prior Agreements, which include this Addendum (collectively, the “Processing Purposes”):
 - i. To conduct our business, such as by providing healthcare-related services; managing, organizing, and interpreting employee insurance plans and assisting

- with medical billing; referring you to healthcare providers within your insurance network; and helping you achieve your health-related goals;
 - ii. To send marketing and advertising materials and deliver relevant content to you;
 - iii. To communicate with you and provide customer support;
 - iv. To prevent and investigate fraud and other misuses of the Service;
 - v. To ensure the technical functionality and security of the Service;
 - vi. To analyze trends and gather broad aggregate demographic information, statistically monitor how many people are using the Service or opening our emails, and research our audience;
 - vii. To audit and analyze the Service; and
 - viii. For user verification; payment processing; shipping; quality management services to operate, manage, develop, administer, and improve the Service and your experience on the Service; and complying with legal requirements.
- b. **Type of PI to be Processed.** You and we agree that HealthJoy shall collect the following categories of PI for the Processing Purposes:
- i. Contact information including your name, email address, telephone number, company affiliation, and mailing address;
 - ii. Authentication information, including the user name and password that you use to register an account on the Service;
 - iii. Financial information for payment processing purposes;
 - iv. Insurance policy information, including carrier information, plan details, coverage, and copays and deductibles;
 - v. User content, including survey responses, comments, reviews, and suggestions;
 - vi. Personal characteristics including age, date of birth, gender, and marital status;
 - vii. Online behavior information including online activity, product and online preferences, interests, demographic and geographic information, and time spent viewing features;
 - viii. Information about the browser and hardware you use as you access and use our website, <https://www.healthjoy.com/> (the "Site"), including IP address, network information, device characteristics, browser type, cookie information, referring and exit pages, sites visited, and timestamps; and
 - ix. If you opt-in to provide such information, information collected through our the HealthJoy App and mobile optimized websites (collectively, the "HealthJoy App"), including motion data (e.g., proximity sensor on both iOS and Android for video calls to adjust audio output and enable/disable video, and other information), gyroscope data, and accelerometer data (tracking movement).

We may also collect certain sensitive personal information, including personal health data, which includes information about your physical or mental health or condition or diagnosis, information related to the provision of healthcare services to you, information about payments you make to obtain healthcare services, and common identifiers associated with health data such as name, age, gender, date of birth, Social Security Number, marital status, and racial or ethnic origin; genetic data; data concerning your sex life or sexual orientation; and precise geolocation information, if you opt-in to provide such information on the HealthJoy App or Site.

HealthJoy shall only process the minimum amount of PI from you that is necessary for the Processing Purposes and will retain such information only if required to fulfill such purposes. HealthJoy will only keep your PI for as long as it is needed, as permitted by Prior Agreements including this Addendum, or as permitted or required by applicable law.

4. **Obligations of HealthJoy.**

- a. HealthJoy will not:

- i. Sell, share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, PI to a third party for monetary or other valuable consideration or for cross-context behavioral advertising, whether or not for monetary or other valuable consideration;
 - ii. Retain, use, disclose, or otherwise process PI except for the Processing Purposes or purposes set forth in the Prior Agreements between you and us, outside of the direct business relationship between you and us, or as permitted or required by applicable law; or
 - iii. Combine PI received pursuant to Prior Agreements or this Addendum with PI received from another party, or HealthJoy's own interactions with you, except to perform our obligations under the Prior Agreements or the extent that we are permitted to do so under the Data Protection Laws.
- b. HealthJoy shall:
 - i. Ensure that each person processing PI is subject to a duty of confidentiality with respect to the PI;
 - ii. Comply with all consumer and data subject requests made pursuant to the applicable Data Protection Laws (each a "Consumer Request") and assist you in responding to Consumer Requests, as required by law;
 - iii. Adhere to your reasonable instructions with respect to PI and assist you in meeting your obligations under the Data Protection Laws and in relation to the security of processing PI and in relation to the notification of any breach of security, all at your cost and expense;
 - iv. Notify you if HealthJoy determines it cannot meet its obligations under the Data Protection Laws;
 - v. At your direction, delete or return all PI to you as requested at the end of the provision of the Service, unless retention of the PI is required by law; and
 - vi. Maintain technical and organizational measures with regard to PI, as required under the Data Protection Laws.

5. **Client Acknowledgements.** You may request, and HealthJoy shall cooperate with, reasonable and appropriate steps to ensure that HealthJoy uses PI in a manner consistent with your legal obligations under Data Protection Laws and any regulations related thereto, and to stop and remediate the HealthJoy's unauthorized use of PI upon notice to HealthJoy. Upon your reasonable request, we shall make available to you all information in our possession necessary to demonstrate our compliance with our obligations under the Data Protection Laws and to assist you in complying with your obligations under the Data Protection Laws, including with respect to conducting and documenting data protection assessments.

6. **Assessments.** HealthJoy performs assessments of its policies and technical and organizational measures as required under the Data Protection Laws (each an "Assessment" and, collectively, "Assessments"). Assessments are conducted annually by a qualified and independent assessor selected and paid for by HealthJoy (the "Assessor"), and such Assessor shall use an appropriate and accepted control standard or framework and assessment procedure for Assessments. HealthJoy shall provide non-confidential Assessment reports to you upon HealthJoy's receipt of written requests.

7. **Subprocessors and Subcontractors.** You agree that HealthJoy may engage subprocessors and subcontractors (collectively, "Subprocessors") in accordance with this Addendum. Specifically, you approve HealthJoy's use of the Subprocessors listed at <https://www.healthjoy.com/subprocessors> to process PI and agree that HealthJoy may remove or replace current Subprocessors or appoint new Subprocessors. You also agree that:

- a. Where required by the Data Protection Laws, HealthJoy may update the above list in its sole discretion and such updates shall constitute notice.
- b. If you object to the engagement of a new Subprocessor, HealthJoy shall have the right to cure the objection through one of the following options (to be selected at HealthJoy's sole discretion):

- i. HealthJoy may cancel its plans to use the Subprocessor with regard to PI.
 - ii. HealthJoy may take the corrective steps requested by Client in its objection (which remove Client's objection) and proceed to use the Subprocessor with regard to PI.
 - iii. HealthJoy may cease to provide or Client may agree not to use (temporarily or permanently) the particular aspect of the Service that would involve the use of such Subprocessor with regard to PI. HealthJoy shall provide Client with a written description of commercially reasonable alternative(s), if any, to such engagement, including without limitation modification to the Service. If HealthJoy, in its sole discretion, cannot provide any such alternative(s), or if Client does not agree to any such alternative(s) if provided, HealthJoy and Client may mutually agree to terminate the Prior Agreements including this Addendum with sixty (60) days prior written notice. Termination shall not relieve Client of any fees or charges owed to HealthJoy.
 - c. If you do not object to a new Subprocessor's engagement within fourteen (14) days of updates, that new Subprocessor shall be deemed accepted.
 - d. HealthJoy shall engage each Subprocessor that processes PI on HealthJoy's behalf pursuant to a written contract that complies with the requirements of applicable laws.
8. **Defense of Third-Party Claims.** Each party hereby agrees to defend the other party, and such other party's affiliates, officers, directors, members, employees, and agents, from and against all third-party claims arising from a breach of this Addendum by the breaching party and shall pay the amounts awarded to such third party by a court competent jurisdiction. In no event shall either party be liable for indirect or consequential damages.