

## **Privacy Policy: Healogics, Inc.**

This Website (available at [www.healogics.com](http://www.healogics.com), [www.nationalhealing.com](http://www.nationalhealing.com), [www.diversifiedcs.com](http://www.diversifiedcs.com) and [www.diversifiedclinicalservices.com](http://www.diversifiedclinicalservices.com)) (collectively, the "**Website**" or "**Site**") is provided to you by Healogics, Inc. and its affiliated companies ("**Healogics**", "**we**" or "**us**"). Our Site is dedicated to providing you with information and resources about Healogics™, the services we offer and other, related information. To assist you in using our Website, and to explain the relationship arising from your use of our Site and the information offered through it, we have created: (i) this privacy policy (the "**Privacy Policy**" or "**Policy**"); and (ii) a set of Terms and Conditions of Use (the "**Terms of Use**" or "**Terms**"). This Privacy Policy explains how we treat information you provide to us through our Site, and our Terms govern your use of the Site. Both our Terms and Privacy Policy apply to: (a) visitors to our Site; and (b) anyone using the information or resources we offer through our Site (collectively, "**you**", "**your**", or "**user**"). This Privacy Policy only applies to information that you have provided to us through the Website, and does not apply to information that Healogics may obtain through other means, such as traditional mailing lists or phone conversations.

### **1. Privacy Policy and Your Acceptance and Consent.**

Please read this Privacy Policy carefully as it constitutes the agreement between you and us regarding your provision, and our collection and use of, personal and other information you may provide to us while accessing or otherwise using our Site. By using our Website you consent to this Privacy Policy. In addition, for certain activities on the Site, we may further confirm your consent to this Privacy Policy by asking you to click an "I accept" button referring to this Privacy Policy.

### **2. The Types of Information You may Provide.**

Information you may provide while visiting our Site falls into two broad categories: (i) personal information; and (ii) aggregate information. We use the term "**Personal Information**" to mean information that could reasonably be used to identify you, including your name, home address, email address, birth date, telephone number or any combination of this or similar information. "**Aggregate Information**" is information that does not personally identify you, and may include, for example, statistical information concerning the pages of our Site that users visit most frequently. Our Privacy Policy governs these two categories of information as detailed below.

### **3. The Connection Between Personal Information and Our Services.**

We only ask for and compile Personal Information that is needed to provide you with the services that you seek from us. Certain services may require a greater amount of information, and a broader scope of use for this information. Other services, however, may require less information. If you are uncomfortable with providing the requested level of information, or with our use of this information for the purposes identified, you may simply decline to use those services. You can still enjoy a wide range of features on our Website even if you choose not to provide us with Personal Information. Please read on to learn more about the relationship between our services and your Personal Information.

### **4. Your Choices Concerning Personal Information; Our Collection and Use of Personal Information.**

You decide whether you wish to provide us with Personal Information. We have structured our Website so that you may visit us and obtain information related to Healogics without revealing your identity or providing Personal Information. Please note, however, that certain services we offer may require that you provide us with Personal Information. For example, although you can download a copy of a white paper about our physician-driven approach to wound care without providing us with Personal Information, we could not mail you a hard copy of this literature without you first providing us with Personal Information.

We collect Personal Information through the following means, and use it for the following purposes, depending on the service you have selected:

#### **4.1. Communications to Us.**

If you send us an email with questions or comments, or if you include your contact information when providing us with feedback about our Site, we may use your email address and other Personal Information included in your correspondence to respond to you, or as otherwise set out in our Terms. Additionally, you may opt to provide basic personal information directly into the website which we will use to answer your questions and respond to your request for services from Healogics.

#### **4.2. Information You Wish to Have Posted on Our Site or in Our Newsletters.**

Among other information, our Site may contain success stories, patient testimonials about their experiences, and other information about Healogics and our services (the "**Service-Experience Content**"). You may submit Service-Experience Content for posting on our Site or inclusion in our Newsletters via the "contact" tab. We will use the Personal Information you provide to contact you about your proposed posting (as we deem advisable), and for related purposes. Please review Section 6 (Service-Experience Content) for additional information regarding how we treat Service-Experience Content (and any Personal Information contained in it).

### **5. Third-Party Sites.**

#### **5.1. Links to Third-Party Sites.**

Our Site and our Newsletters may contain links to other sites. Please be aware that we are not responsible for the privacy practices or content of other sites. We encourage you to be aware when you leave our Site and to read the privacy policies of each website that collects Personal Information. This Privacy Policy applies solely to information collected by our Site and does not, for example, apply to information collected by a site operated by a third party.

#### **5.2. Employment Opportunities; Third-Party Site.**

Among other links, our Site includes a link to a third-party site providing users with the ability to learn more about employment opportunities with Healogics, search for jobs available at Healogics, and apply for a job online (the "**Employment Website**"). Please be aware that, although the Employment Website has the same appearance and format as our Site, it is operated by a third-party and not Healogics. The Employment Website collects information you submit to it, and provides this information to Healogics. Like all other third-party sites, the information, including Personal Information, that you provide to the Employment Website is governed by that site's privacy policy, and not this Privacy Policy. Rest assured, however, that

any Personal Information we receive about you from the Employment Website will be treated by us as Personal Information under the terms of this Privacy Policy.

## **6. Service-Experience Content.**

You may choose to provide to us your experiences with the services we offer or related success stories ("Service-Experience Content") for posting publicly on our Site or in our Newsletters, or for other purposes compatible with our Site. We will treat any Personal Information that you include with Service-Experience Content as Service-Experience Content, and publicly post this information on our Site and in our Newsletters as you request, and in our sole discretion.

Please keep in mind that Personal Information posted in this manner is not subject to the provisions of this Privacy Policy that otherwise govern our handling of Personal Information and will be publicly available to our Site visitors if we elect to post your Service-Experience Content. If you wish to have Personal Information concerning an individual other than yourself posted on our Site, please be sure that you have permission from that individual to submit the information for posting.

Please review our Terms of Use document for more information on how we treat information you wish to have posted on our Website or included in our Newsletters (referred to as "Submitted Content").

## **7. How to Obtain Access to Information You Have Provided to Us, and How to Remove Your Information from Our Database.**

To allow you appropriate control over your Personal Information, you can request us to change, update or delete the Personal Information that you have previously submitted to us. We will take reasonable steps to verify your identity before fulfilling such requests. In addition, you have the option to unsubscribe to our Newsletters, and we will take reasonable steps to comply with this request in a timely manner.

You may also delete your name and other Personal Information from our databases. Please understand, however, that it may be impossible to remove this information completely, due to system backups and records of deletions. In addition, if you request deletion of your Personal Information, you will be unable to utilize the services associated with that Personal Information. We will fulfill deletion requests within a reasonable time.

## **8. Information That Does Not Identify You: Aggregate Information.**

General information that describes our visitors' activities, but that does not identify a particular user, is Aggregate Information. For example, the fact that our users spend the majority of their time browsing information about the various types of wounds that Healogics' Wound Care Centers treat would constitute Aggregate Information, if that information does not identify a particular user. This information provides us with potentially useful data concerning our users' preferences and the efficacy and interest of our Site and services. We use Aggregate Information to analyze the effectiveness of our Site and to improve our services. From time to time, we may undertake or commission statistical and other summary analyses of the general behavior and characteristics of our Site visitors, and may share Aggregate Information with third parties. Aggregate Information provided to third parties will not allow anyone to identify you, or determine anything personal about you. We collect Aggregate Information through the following means:

### **8.1. IP Addresses; Logs.**

We may automatically receive and record information in our server logs from your browser, including your IP address (the internet address of your PC), your computer's name, the type and version of your web browser, referrer addresses, where the computer is routing from, and other generally-accepted log information. We may also record page views (hit counts) and other general statistical and tracking information, which will be aggregated with that of other users in order to understand how our Website is being used, and for security and monitoring purposes.

### **8.2. Cookies.**

A cookie is a small amount of data, which often includes an anonymous unique identifier, which is sent to your browser from a website's computers and stored on your computer's hard drive. Cookies can be used to provide you with a tailored user experience and to make it easier for you to use a website upon a future visit. We may include cookies on our Website and use them to recognize you when you return to our Site. In addition, other third-party websites may recognize our cookies stored on your computer's hard drive, and use that information to provide you with information related to the content of our Website. You may set your browser so that it does not accept cookies. Cookies must be enabled on your web browser, however, if you wish to access certain personalized features of our services.

### **8.3. Tags.**

We may use so-called "pixel tags," which are small graphic images (also know as "web beacons", "single-pixel GIFS", or "Web bugs"), to tell us what parts of our Website have been visited, to measure the effectiveness of searches visitors perform on our Site, and for other purposes. Pixel tags also enable us to send email messages in a format users can read, and they inform us whether emails have been opened, to help ensure that our messages are of interest to recipients. None of this data includes Personal Information, and you can "opt-out" of receiving these types of emails from us by following the directions provided in Section 7 (How to Obtain Access to Information You Have Provided to Us, and How to Remove Your Information from Our Database). If any Personal Information is collected using such tools, it will be subject to the terms of this Privacy Policy.

### **8.4. Click-Throughs.**

We may send email messages which use a "click-through URL" linked to content on our Website. When you click one of these URLs, you pass through our web server before arriving at the destination web page. If we use this feature, we would track this click-through data to help determine our users' interest in particular topics and measure the effectiveness of our communications. If you prefer not to be tracked simply do not click the text or graphic links in the email.

## **9. Advertising.**

Our Site and our Newsletters may include the use of banner ad partners for the serving and/or targeting of ads, promotions, and other marketing messages. These ads may be provided, in some cases, by a third party ad service provider or advertiser ("**Advertisers**"). These Advertisers may use traditional banner ads or other advertising methods. For example, an Advertiser may place or utilize its own cookie on your browser or tags on our Site, and may use Aggregate Information about your visit to our Site, such as the number of times you have

viewed an ad, and for other purposes such as to provide you with information related to the content of our Site when you visit or interact with their site or another site. If the Advertiser requests that you provide to it Personal Information, please be aware that the Advertiser's collection and use of this information will be governed by its own privacy policy, and not our Privacy Policy. We recommend that you review the Advertiser's privacy policy before providing Personal Information.

#### **10. Any Information Linked with Your Personal Information is Protected as "Personal Information."**

To enable us to better understand the characteristics of our visitors and/or to provide services tailored to your needs or otherwise improve our Site, we may link (i) the Personal Information you have provided us with (ii) Aggregate Information. If we combine or link Aggregate Information or other information with your Personal Information, the resulting combination will be treated and protected as Personal Information under this Privacy Policy. Accordingly, no unrelated third parties will be given access to this information by us.

#### **11. How We Safeguard Information We Collect.**

We have put in place security systems designed to prevent unauthorized access to or disclosure of Personal Information you may provide to us, and we take reasonable steps to secure and safeguard this Personal Information. Moreover, employees of Healogics are required to acknowledge that they understand and will abide by our policies with respect to the confidentiality of Personal Information.

Our security systems are therefore designed to deter and prevent hackers and others from accessing Personal Information that you provide to us. We also use software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Please understand, though, that this Section 11 (How We Safeguard Information We Collect) should not be viewed as giving business, legal, or other advice, or warranting as fail-proof, the security of any information, including Personal Information, submitted to our Site. Due to the nature of internet communications and evolving technologies, we cannot provide, and expressly disclaim, assurance that the information, including Personal Information, you provide us will remain free from loss, misuse, or alteration by third parties who, despite our efforts, obtain unauthorized access.

#### **12. Exceptions.**

There are two exceptions to our Privacy Policy. First, we may release or use Personal Information in connection with: (i) legal proceedings, or contemplated legal proceedings, that directly relate to such information; or (ii) in response to a subpoena or court order specifically requesting such information. Second, in cases involving threat of imminent harm to you or others, we may release Personal Information to prevent or mitigate the threat. In any such case, we will seek to limit the scope of the disclosure and restrict such disclosure only to appropriate authorities, and will disclose only such Personal Information as is reasonably required to fulfill the purpose of the disclosure. In addition, unless instructed otherwise by a court or other authority with appropriate jurisdiction, we may undertake reasonable efforts: (a) to notify you of such disclosure or request for disclosure; and (b) to provide you with this notice as far in advance of the disclosure as is reasonably practicable.

Persons who receive information in proper accordance with the procedures set out in this Section 12 (Exceptions) ("**Proper Recipients**") may be able to combine (i) information they properly obtain from us under this Section 12 (Exceptions), with (ii) other information they independently possess concerning you. As long as we comply with the procedures set out in this Section 12 (Exceptions) concerning the release of information, we will not be responsible for Proper Recipients' later use of this information.

### **13. Scope of Privacy Policy.**

This Privacy Policy governs our information practices with respect to information that you directly or indirectly provide to us while using our Website. This Privacy Policy does not apply to information practices of Healogics applicable to other relationships or programs.

### **14. Definitions.** Capitalized terms have the following meanings:

- 14.1.** "**Aggregate Information**" is defined in Section 2 (The Types of Information You may Provide).
- 14.2.** "**Personal Information**" is defined in Section 2 (The Types of Information You may Provide).
- 14.3.** "**Site Vendors**" is defined in Section **Error! Reference source not found.** (No Unrelated Third Party is Given Access to Your Personal Information).
- 14.4.** "**Service-Experience Content**" is defined in Section 4.2 (Information You Wish to have Posted on Our Site or in Our Newsletters).
- 14.5.** "**Submitted Content**" has the meaning set out in our Terms.
- 14.6.** "**User**", "**You**" or "**Your**" refer to: (i) visitors to our Site; and (ii) anyone using the information or resources we offer through our Site.
- 14.7.** "**We**," "**Us**," and "**Our**" refer to Healogics.

### **15. Additional General Provisions.**

#### **15.1. Privacy Protection for Children.**

Our Website is not directed at children, and we will not accept or request Personal Information from individuals we know to be under 13 years old. In accordance with the Children's Online Privacy Protection Act ("**COPPA**"), if we learn that a child under 13 years old has provided Personal Information, we will either: (i) delete this information from our databases in accordance with our deletion procedures set out in Section 7 (How to Obtain Access to Information You Have Provided to Us, and How to Remove Your Information from Our Database); or (ii) obtain verifiable parental consent in accordance with COPPA.

#### **15.2. Changes to Our Privacy Policy.**

We will post material changes to this Privacy Policy at least ten (10) days before they take effect. Any information we collect under the current Privacy Policy will remain subject to the terms of this Policy, until you accept the new Privacy Policy as provided in Section 1 (Privacy

Policy and Your Acceptance and Consent), at which point the new Policy's provisions will govern Personal Information we hold on your behalf.

### **15.3. Disclaimer Notice.**

We make no claims, promises or guarantees about the accuracy, currency, completeness, or adequacy of the content of this Website and expressly disclaim liability for errors and omissions in its content. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given with respect to this Website or its links to other internet resources. Although we have put in place security systems (as described in this Privacy Policy) that are designed to prevent unauthorized disclosure of your Personal Information, due to the nature of internet technologies we cannot provide assurances as to the security of this information, and expressly disclaim any such obligation.

### **15.4. Site Privileges.**

You agree to refrain from all activity that imposes an unreasonable burden on the Site, and we reserve the right, in our sole discretion, to limit the access of any visitor violating this agreement.

### **15.5. Choice of Law and Jurisdiction; Translations.**

This Site is controlled and operated by Healogics from its location in Florida. This Policy shall be construed in accordance with the laws of the State of Florida, without regard to any conflict of law provisions. Any dispute arising under this Privacy Policy shall be resolved exclusively by the state or federal courts sitting in the judicial district that includes Jacksonville, Florida. This Privacy Policy may be translated into languages other than English (collectively, "**Translations**"). Any communications sent by us to you shall be sent in English. Dispute resolution procedures arising out of either this Privacy Policy or the Translations shall be conducted in English, and the English version of this Privacy Policy shall control over the Translations.

## **16. Relationship to Notice of Privacy Practices.**

Our Notice of Privacy Practices, and not this Privacy Policy, governs how we handle "Protected Health Information" as that term is defined in our Notice of Privacy Practices. To the extent there is a conflict between this Privacy Policy and the Notice of Privacy Practices, the Notice of Privacy Practices controls. A copy of our Notice of Privacy Practices is available on our Website, and we encourage you to review it to learn more about how we treat Protected Health Information that you may provided to us.

## **17. Transfer of Site.**

We shall be entitled to transfer Personal Information to a third party in connection with a sale of all or substantially all of the assets of the business entity responsible for the Personal Information under this Policy, provided the acquiring third party has agreed to safeguard your Personal Information with protections that in all material respects are the same as, or more protective than, those set out in this Privacy Policy.

## **18. Complete Agreement.**

This Privacy Policy must be read in conjunction with our Terms of Use, and the provisions of our Terms of Use are incorporated herein. To the extent the Terms of Use conflict with the terms of this Privacy Policy, the terms of this Privacy Policy shall control.

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