

Privacy Policy

Effective Date: [Dec 1, 2023]

Last Updated: [Dec 3, 2023]

Introduction

Complete Health Collective ("CHC," "we," "us," or "our") values your privacy and is committed to protecting your personal information. This Privacy Policy explains how we collect, use, disclose, process, and protect your personal information when you use the CHC website (<https://completehealthcollective.com>), mobile application, Content and related services owned and/or operated by us to enable the provision of remote Healthcare Services to Users, among other purposes. By accessing or using the CHC Platform, you consent to the practices described in this Privacy Policy. Please read this policy carefully and ensure you understand its terms.

Definitions

The following provides the meaning of certain terms used in this Policy. If not defined below, the capitalized words and phrases in this Policy have the same meaning as in CHC's Terms of Use [[insert hyperlink](#)]. Here are definitions for key terms used in the Privacy Policy:

CHC Platform: The CHC Platform refers to all the components that enable the provision of remote Healthcare Services to Users. This includes hardware, software, applications, websites, products, and services owned and operated by the organization. It serves various purposes beyond healthcare service delivery.

Information: Information collectively includes two main types: "**Personal Information**" (defined by Applicable Law and related to an identifiable User) and "**Personal Health Information**" (PHI) which pertains to an identifiable User's health or healthcare data, also as defined by Applicable Law.

User: A User is an individual registered to use the CHC Platform. This registration may include participation in customized programs offered by third parties unless specified otherwise. The term "**Users**" collectively refers to all individuals using the CHC Platform. **MHC User:** An MHC User is a specific type of User who is registered to use the Mochi Health Corp. application. Unless a distinction is made, the term "**Users**" includes all Users, including MHC Users.

Authorized Providers: Authorized Providers are health professionals who are registered to use the CHC Platform to offer "Healthcare Services" within their respective scopes of practice to Users. This group includes "Authorized Physicians" (physicians registered to practice medicine in a province or territory of Canada) and "Authorized Non-Physician Providers" (regulated

health professionals other than physicians registered to practice in a province or territory of Canada).

Consultation: A Consultation is a process in which an Authorized Provider reviews a User's request for Healthcare Services and determines whether those services can be provided through the CHC Platform.

Applicable Law: Applicable Law refers to the laws and regulations, including those related to privacy, that are applicable to CHC, Authorized Providers, and Users. Compliance with these laws and regulations is mandatory.

Content: Content refers to general information about health-related topics available on the CHC Platform. It's important to note that accessing this content does not constitute the delivery of Healthcare Services. Users should not rely on this content as a substitute for actual healthcare services.

Agreement with CHC

Authorized Providers:

If you are an Authorized Provider (a healthcare professional registered to use the CHC Platform), your rights, responsibilities, and obligations in your relationship with CHC are determined by an agreement that you have with CHC. This agreement could be a formal contract between you and CHC, outlining the terms of your collaboration with CHC. If you are providing Healthcare Services on behalf of a third-party organization that has a contract with CHC, your rights and obligations are typically defined in the agreement between you and that third-party organization.

Users:

If you are a User (an individual registered to use the CHC Platform for healthcare services), your rights, responsibilities, and obligations in your relationship with CHC are outlined in the "Terms of Use" and any supplementary terms, if applicable. The "Terms of Use" document specifies the general rules and terms that govern your use of the CHC Platform. Depending on the type of User you are, you might be subject to different "Terms of Use." For example, the Terms of Use for **"MHC Users"** may differ from those for other Users to take into account supplementary Terms for use of the Mochi Health Corp. application.

Privacy Principles

CHC ensures that the collection, use, disclosure, and retention of Personal Information adhere to all applicable federal and provincial privacy laws. This encompasses compliance with Canada's **Personal Information Protection and Electronic Documents Act ("PIPEDA")** and relevant provincial acts, including those in Alberta, British Columbia, and Quebec.

CHC also complies, where applicable, with laws governing the collection, use, and disclosure of Personal Health Information, including, without limitation, the **Personal Health Information Protection Act (Ontario) ("PHIPA")**.

Application of this Policy

This Privacy Policy explains the manner in which CHC administers and manages Information, which includes the collection, utilization, disclosure, and protective measures applied to Information. This Policy is intended to inform Users and Authorized Providers of our practices concerning Information. **However, it is imperative to note that this Policy does not extend to, and is not applicable to, the collection, use, retention, disposal, destruction, or protection of Information by Authorized Providers who operate through the CHC Platform.**

Authorized Providers engaged in the provision of Healthcare Services to Users via the CHC Platform bear legal responsibility, as prescribed by Applicable Laws, for the Information they gather, employ, communicate, and safeguard via the CHC Platform. Users with inquiries or concerns regarding the treatment of their Information by Authorized Providers are advised to directly contact the relevant Authorized Provider for further guidance.

This Policy exclusively pertains to CHC's procedures and obligations regarding Information and should not be construed as encompassing or governing the practices of Authorized Providers operating on the CHC Platform.

This Policy is subject to change, and it is recommended that Users and Authorized Providers regularly review the latest version of this Policy to stay informed of any modifications and updates.

CHC Platform and Information Collection and Usage

The CHC Platform includes various Health and Wellness Focused Services, including:

- Health coaching
- Virtual Medicine
- Weight management
- Pain management
- Advance care planning
- Mental health support; and
- Other health and wellness-focused expertise.

General Description

This section offers an overview of the operational framework of the CHC Platform, and the mechanisms employed by CHC to gather and utilize Information. The exact modus operandi of

the CHC Platform may exhibit variations contingent on specific Consultations and the respective Authorized Providers.

Healthcare Services Authorized Providers

Authorized Providers delivering healthcare services accumulate Information. This includes data that Users provide before or during Consultations. Diverse methods are used for Information acquisition, including Consultation discussions, pre-Consultation text messages, and User-entered or uploaded data onto the CHC Platform. Authorized Providers also have access to Information associated with the User's consultation request, data recorded within profiles and medical records, and historical interactions with other Authorized Providers via the CHC Platform.

Such Information encompasses the User's identity, including name, email address, phone number, gender identity, date of birth, and province/territory of registration with CHC. Additionally, emergency contact details, if provided by the User, are accessible to Authorized Providers.

Authorized Providers employ this Information to deliver Healthcare Services. Furthermore, they are subject to compliance with applicable privacy legislation and medical record-keeping obligations. Authorized Providers have the capacity to generate Information within the CHC Platform, for instance, prescriptions, sick notes, and Consultation-related notes. They are also permitted to export or print Information. In circumstances where a healthcare emergency is suspected, Authorized Providers may opt to notify the User's designated emergency contact.

Users are responsible for informing their emergency contacts about the sharing of their contact details with CHC and Authorized Providers. Furthermore, they must obtain the requisite consent from their emergency contacts for the utilization of this information in association with the CHC Platform.

Wellness Services

Users have the option to engage with Wellness Services offered by CHC. These services may include, among other aspects, the recommendations service, which provides Users with preventive health advice based on their health profiles. To facilitate the delivery of Wellness Services, Users may be requested to furnish Information related to themselves or registered dependents. This Information can encompass health and wellness preferences, demographic data, and health history.

CHC collects and utilizes this Information to offer Users the selected Wellness Services. Data generated as a result of Users' interactions with Wellness Services is employed to enhance the user experience by proposing complementary Wellness Services that may be of interest.

Other Services

CHC provides a range of services that support the provision of Healthcare Services. These services include tasks such as the receipt, review, and scanning of laboratory test results, prescription transmission to pharmacies, obtaining referrals for specialist consultations, and

gathering Information required for scheduled appointments. These services are made accessible to both Authorized Providers and Users.

These services necessitate the utilization of Information. When Users are in need of services that are healthcare-related but not classified as Healthcare Services (e.g., navigational services to locate Healthcare Services within the CHC Platform), CHC Personnel typically oversee the delivery of these services. CHC Personnel are equipped with training in privacy and security protocols and are committed to adhering to CHC's Information handling obligations.

Other Collections and Uses of Information

CHC employs Information as required to develop, assess, enhance, deliver, and sustain the CHC Platform and its suite of services. This Information may also be harnessed for loss prevention, fraud prevention, and compliance with legal mandates. CHC's approach prioritizes non-identifying data whenever feasible, and it is clarified that audio and video portions of Consultations are not recorded.

Third-Party Service Providers

CHC collaborates with third-party software and service providers to furnish various services, spanning technical, operational, and marketing domains. These third-party service providers facilitate functions such as live User support chat for troubleshooting and technical assistance.

Third-party service providers are mandated to restrict their use of Information to the necessities of the services they provide. Moreover, these providers are obliged to implement security measures commensurate with the safeguarding of Information. Notably, some of these third-party service providers operate from jurisdictions outside of Canada, potentially making Information available to foreign government authorities pursuant to lawful orders and relevant jurisdictional laws.

For more comprehensive insight into CHC's third-party service providers, please refer to the following list:

Mochihealth- <https://info.mochihealth.org/>

Third-Party Payers

As described in the CHC Platform's Terms of Use, Users may authorize Third Party Payers to remit Fees and/or Membership Fees for Healthcare Services or Wellness Services. By granting such authorization, Users signify their consent to CHC:

1. Employing the email address provided by the Third Party Payer for communication regarding the CHC Platform, Healthcare Services, or Wellness Services.
2. Disclosing to the Third Party Payer the User's request for Healthcare Services or Wellness Services to facilitate payment processing.
3. Notifying the Third Party Payer of any changes to or termination of the User's access to the CHC Platform.

Should Users have inquiries concerning the Information shared between CHC and Third Party Payers, they are encouraged to contact CHC using the provided contact information.

Safeguarding Information

Access to Information

CHC authorizes its personnel, hereinafter referred to as "Personnel," encompassing employees, contractors, and subcontractors, to access Information solely to the extent required to execute their assigned functions. Personnel are mandated to undergo privacy and security training and commit to safeguarding Information by adhering to CHC's established policies, procedures, and applicable laws.

Data Storage

Information is stored in electronic format within Canada, utilizing computer systems with restricted access. These systems are hosted in facilities equipped with physical security measures. In addition, CHC has implemented appropriate physical, technological, and organizational safeguards, incorporating access controls, to shield Information from loss, theft, unauthorized access, use, and disclosure.

However, notwithstanding the safeguards in place and our unwavering commitment to Information protection, it is essential to recognize that we cannot guarantee absolute security or error-free transmission and storage of Information. The utilization of electronic means for transmitting and storing Information in electronic format carries inherent risks. These risks, including interception, loss, corruption, unauthorized access, use, disclosure, and potential delays in Information availability, can be minimized but not entirely eradicated through the implementation of suitable security measures, akin to those adopted by CHC.

User Responsibility in Information Protection

Users play a pivotal role in safeguarding the privacy of their Information. To this end, we request that Users adhere to the following:

- Generate a robust and distinctive password for their Account by employing CHC's password strength estimator, and periodically update their password.
- Abstain from sharing their Account or password with any third party. CHC will never solicit a User's password through unsolicited communication methods, such as letters, phone calls, or email messages. Consequently, Users are advised not to furnish their password in response to such requests, and they should promptly contact us if they receive such solicitations.
- Log out of their Account promptly upon completing its usage, particularly if the device utilized to access the CHC Platform is shared with others.
- Apply password protection to their device by implementing a robust and distinctive password.
- Select a tranquil and private setting from which to receive Healthcare Services.

CHC's Collection and Use of Non-Identifiable Data

CHC obtains the consent of Authorized Providers for the collection and utilization of non-identifiable data pertaining to their utilization of the CHC Platform, hereinafter referred to as "Data." This data may encompass, for instance, non-identifiable statistics regarding the volume of consultations conducted by Authorized Providers on the CHC Platform or the most frequently encountered symptoms treated through the CHC Platform.

CHC may leverage Data for various purposes, including monitoring Users' and Authorized Providers' compliance with the CHC Platform's terms of use, enhancing accessibility and the overall user experience on the CHC Platform, and crafting optional surveys for Users. Furthermore, CHC may employ or disclose Data for internal product development objectives or duly sanctioned research projects. It is emphasized that CHC will not deploy Data for the purpose of re-identifying Users or for any other purpose contravening Applicable Law.

Cookies and Similar Technologies

Use of Cookies and Related Technologies

The CHC Platform and CHC's email communications and marketing materials make use of technologies commonly referred to as "cookies" and encompass other technologies such as pixel tags and web beacons. These technologies are deployed to enhance our comprehension of the utilization of the CHC Platform, scrutinize trends, and oversee, personalize, and elevate the user experience on the CHC Platform for both Users and Authorized Providers.

Links to External Websites

The CHC Platform may feature hyperlinks to websites that are neither owned nor operated by CHC. The provision of such hyperlinks should not be construed as an endorsement of or referral to the linked websites. These links are supplied exclusively for your convenience. It is highly advisable that you undertake a thorough examination of the privacy policies and terms of use governing any website you choose to visit. It is imperative to acknowledge that this Policy does not extend its purview to linked sites or pages, and we bear no responsibility for the content or privacy practices applicable to such sites or those enforced by their operators.

Amendments to this Policy

Policy Amendments

CHC most recently updated this Privacy Policy ("Policy") on December 3, 2023. The current iteration of the Policy is accessible at <https://completehealthcollective.com/privacy>. We retain the prerogative to modify the Policy at any time, aligning it with alterations in Applicable Law, our practices, and the functioning of the CHC Platform. We strongly recommend that you regularly

review the Policy to ascertain if any amendments have been enacted since your last interaction with the CHC Platform, thereby ensuring your awareness of and concurrence with our current privacy practices.

Contact

Questions, concerns, complaints, or suggestions regarding our Privacy Policy can be directed to the CHC Health Privacy Officer at admin@completehealthcollective.com

For medical records access requests, please direct all inquiries to the records management team at admin@completehealthcollective.com

Complete Health Collective Inc.
ATTN: admin@completehealthcollective.com

Your Rights

Access

In accordance with applicable law, you possess the right to acquire information about, review in person, or obtain copies of the Personal Information retained by CHC pertaining to you. A reasonable fee, as permitted by law, may be charged for the provision of this information.

Amendment or Deletion

Subject to applicable law, you may request the deletion of your Information by CHC. However, it is important to note that legal requirements or other obligations may compel us to retain this information, or to preserve it for a specified duration. In such cases, we will only fulfill your deletion request after complying with these prerequisites. Upon deletion, your Information will be removed from the active database, including our archives. Nevertheless, de-identified information regarding your usage of CHC Platform and Services may still be retained and utilized without limitations, as allowed by this policy.

It should be recognized that once certain portions of your Personal Information have been disclosed to third parties, we may no longer have the capacity to access that data, as it will be under the control of those third parties. Therefore, we may not be able to enforce the deletion or modification of such information.

Data Processing Use and Objection

Subject to applicable law, you maintain the right to request that we restrict our utilization or disclosure of your Information for specific purposes. Additionally, you have the right to object to the processing of your Information. Please be aware that we may not be obligated to accede to a requested restriction or objection. We will consent to restricting the use or disclosure of your Information, provided it aligns with the law and does not hinder our ability to operate our business, provide diagnostic services, and comply with legal requirements. It is essential to recognize that, even when we agree to a restriction request, we may still divulge your

Information in a medical emergency and employ or disclose it for public health, safety, and other comparable public benefit purposes, in line with legal permissions or obligations.

Automated Decision Making

Subject to applicable law, in cases where CHC Platform employs automated decision-making processes for Information processing, you maintain the right to object to the utilization of your Information in this context.

Withdraw Your Consent

Subject to applicable law, you have the prerogative to withdraw your consent for CHC's processing of your Information. It is essential to note that such withdrawal does not annul consent-based processing that transpired prior to the withdrawal.

It is important to acknowledge that these rights may be subject to limitations in certain circumstances, dictated by local legal requirements or contractual constraints.

CHC commits to providing a response to such requests without undue delay, and at the latest within 30 days from the receipt of the request. In circumstances where necessary, this period may be extended by an additional 30 days, taking into consideration the complexity and quantity of requests. CHC shall communicate any such extension within 30 days from the receipt of the request, along with the reasons for the delay. In the event that the request is made through electronic means, the information shall be furnished through electronic means where possible, unless you specify an alternative preference in written documentation.

Data Portability

Subject to applicable law, you possess the right to receive your Personal Information in a structured, commonly used, and machine-readable format.

Last updated December 3, 2023
Complete Health Collective Inc