

NAVIPOINT HEALTH PRIVACY POLICY

Effective April 20, 2022

1. INTRODUCTION

Navipoint Health, Inc. (“we”, “us”, “our”, “Navipoint”) respects your privacy and we are committed to protecting it through our compliance with this Privacy Policy. This Privacy Policy describes our practices for collecting, storing and processing your Personal Information and the controls we provide you to manage it within our Services. Capitalized terms used but not defined in this Privacy Policy have the meaning given to them in our Terms and Conditions.

This Privacy Policy applies to all Personal Information collected through any written, electronic, or oral communications, and collected online or offline as you:

- a. Access to the Website located at www.navipointhealth.com, and all corresponding webpages and websites that link to this Privacy Policy (the “Website”);
- b. Use of any mobile, web, console, desktop and other applications you download from the Website, which provide dedicated non-browser-based interaction between you and the Website;
- c. Interaction with our advertising and applications on third party websites and services, if those applications or advertising include links to this Privacy Policy;
or
- d. Utilizing our Products and/or Services, including but not limited to Laboratories, dieticians, health consultants, web-applications, mobile applications, specimen collection kits.

Before using our Website, Product and Services, please carefully read our Website Terms of Use, which you can view here: [Website-Terms-of-Use](#) and our Terms and Conditions, which you can view here: [Terms-and-Conditions](#) our Notice of Privacy Practices, which you can view here [Notice-of-Privacy-Practices](#) and this Privacy Policy. By using the Website, Product and/or Services you consent to the collection, receiving of, use, storage, disclosure and dealing in or handling of Personal Information in accordance with this Privacy Policy, our Website Terms of Use and our Terms and Conditions. If you do not feel comfortable with any part of this Privacy Policy or our Website Terms of Use or our Terms and Conditions, you should not use or access the Website or utilize our Products or Services.

We may modify this Privacy Policy at any time, without prior notice, and changes may apply to any Personal Information we hold about you, as well as any new Personal Information collected after the Privacy Policy is modified. If we make changes, a revised Privacy Policy will be posted to the Website; the date of the last revision is included at the top of the page. We will provide individuals who create an Account (“Members”) with advanced notice by email if we make any material changes to how we collect, receive, deal in or handle, use, store or disclose Members’ Personal Information or that impact Members’ rights under this Privacy Policy. Members are responsible for ensuring we have an up-to-date active and deliverable email address to reach them. Your continued use or revisitation of the Website or utilization of Products or Services following the posting or notice of a revised Privacy Policy means that you

accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

The Website is offered and available to users who are 18 years of age or older. By using the Website, you represent and warrant that you are at least 18 years old and of legal age to form a binding contract with us. If you do not meet all of these requirements, you must not access or use the Website.

2. INFORMATION WE COLLECT ABOUT YOU AND HOW WE COLLECT IT

We collect Personal Information when you use our Website and our Products and/or Services. Personal information is any information that relates to you, which either directly or indirectly or in combination with other information available or likely to be available with us identifies you personally or could be used to identify you including, but not limited to: your name, mailing address, email address, telephone number, or any other information.

The types of Personal Information that we may collect include but are not limited to the information you provide to us, information collected automatically about your use of the Website, information collected by reason of your use of our Product(s) and/or Services, information from third parties, including our Business Partners.

The Personal Information we collect from you may include information that you provide by filling in forms on the Website. This includes information provided at the time of registering and creating an Account including your password, subscribing to or purchasing our Products and/or Services, posting material or requesting further Products and/or Services which may include information relating to your:

- i. Name, residential address, email, age and telephone / mobile number(s);
 - ii. Relationship with the person on whose behalf you are availing the Product and/or Service (for instance your minor children);
 - iii. Physical, psychological or mental health;
 - iv. Sexual orientation;
 - v. Medical records and history;
 - vi. Records and copies of your correspondence (including email addresses), if you contact us;
 - vii. Your responses to surveys that we might ask you to complete for research purposes;
 - viii. Details of transactions you carry out through the Website and of the fulfilment of your orders. You may be required to provide financial information when placing an order through the Website.
 - ix. The name and email address of individuals to whom you wish to refer our Products and/or Services;
 - x. Your search queries on the Website;
 - xi. Information provided by you when you report a problem with the Website;
- or

- xii. Your test Results (as defined in Terms and Conditions) obtained on processing by Laboratories of your biological samples collected by use of our Products and by subscription to our Services.

You also may provide information to be published or displayed (hereinafter, “posted”) on public areas of the Website or transmitted to other users of the Website or third parties (collectively, “User Content”). Your User Content is posted on and transmitted to others at your own risk. We cannot control the actions of other users of the Services with whom you may choose to share your User Content. Therefore, we cannot and do not guarantee that your User Content will not be viewed by unauthorized persons.

If you choose to utilize our Products and/or Services, you will collect the appropriate biological sample(s) using a sample collection kit. The biological sample(s) and your information will be provided to Laboratories (as defined in Terms and Conditions) for the purpose of processing such biological sample(s). The biological sample(s) shall be processed by the Laboratory wherefrom information necessary for generation of the Results (as defined in Terms and Conditions) shall be extracted. The Laboratory shall thereafter transmit the Results (raw data) to Navipoint and we shall make available your Results to you by written request. Additional Results derived from raw data will be made available to you via the Website (or related data access mechanisms including, but not limited to, a mobile-app) for your access by accessing your Account by using your credentials i.e. User ID and password.

When you interact with any Navipoint property page or account on a social media platform, we may collect the personal information that you or the platform make available to us on that page or account, including your social media account ID and/or user name associated with that social media service, your profile picture, email address, friends list or information about the people and groups you are connected to and how you interact with them, and any information you have made public in connection with that social media service. The information we obtain depends on your privacy settings on the applicable social media service; we will comply with the privacy policies of the social media platform and we will only collect and store such personal information that we are permitted to collect by those social media platforms. When you access the Website through social media services or when you connect the Services to social media services, you are authorizing Navipoint to collect, store, and use such information and content in accordance with this Privacy Policy.

As you navigate through and interact with the Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns, including:

- i. Details of your visits to the Website, including, but not limited to, traffic data, location data, logs and other communication data and the resources that you access and use on the Website;
- ii. Information about your computer and internet connection, including your IP address, operating system and browser type; or
- iii. Information about your preferences to make your use of the Website more productive, via the use of Cookies.

3. COOKIES AND OTHER TRACKING TECHNOLOGY

We may use cookies, embedded scripts, and other similar tracking technologies (“Tracking Technologies”) to collect additional personal information automatically as you interact with the Website and to personalize your experience with the Website. We also may use these technologies to collect information about your online activities over time and across third party websites or other online services (known as “behavioral tracking”).

Cookies are small web files that a website or its provider transfers to your device’s hard drive through your web browser that enables the website’s or provider’s system to recognize your browser and remember certain information. We use first-party and third-party cookies for the following purposes: to make the Website function properly, to improve the Website and Services, to make login to the Website easier (such as by remembering your User ID), to recognize you when you return to the Website, to track your interaction with the Website, to enhance your experience with the Website and Services, to remember information you have already provided, to collect information about your activities over time and across third party websites or other online services in order to deliver content and advertising tailored to your interests; and to provide a secure browsing experience during your use of the Website. The length of time a cookie will stay on your browsing device depends on whether it is a "persistent" or "session" cookie. Session cookies will only stay on your device until you stop browsing. Persistent cookies stay on your browsing device until they expire or are deleted (i.e. after you have finished browsing).

We may place cookies from third-party service providers who may use information about your visits to other websites to target advertisements for products and services available from Navipoint. We do not control the types of information collected and stored by these third-party cookies. You should check the third-party's website for more information on how they use cookies. The following types of cookies are used on the Website:

- i. Strictly Necessary Cookies. These cookies are essential because they enable you to use the Website. For example, strictly necessary cookies allow you to access secure areas on the Website. Without these cookies, some elements of the Website cannot be provided. These cookies do not gather information about you for marketing purposes. This category of cookies is essential for the Website to work and they cannot be disabled.
- ii. Functional or Preference Cookies. We use functional cookies to remember your choices so we can tailor the Website to provide you with enhanced features and personalized content. For example, these cookies can be used to remember your name or preferences on the Website. We do not use functional cookies to target you with online marketing. While these cookies can be disabled, this may result in less functionality during your use of the Website.
- iii. Performance or Analytic Cookies. These cookies collect passive information about how you use the Website, including webpages you

visit and links you click. We use the information collected by such cookies to improve and optimize our Website and Services. We do not use these cookies to target you with online marketing. You may choose to disable these cookies.

- iv. Advertising or Targeting Cookies. These cookies are used to make advertising messages more relevant to you. They perform functions like preventing the same ad from continuously reappearing, ensuring that ads are properly displayed for advertisers, and in some cases selecting advertisements that are based on your interests. Our third-party advertising partners may use these cookies to build a profile of your interests and deliver relevant advertising on other Websites. You may choose to disable the use of these cookies as set forth below.

We may use third-party Service Providers to monitor and analyze the use of the Website. We may also use Tracking Technologies to collect "clickstream" data, such as the domain name of the service providing you with Internet access, your device type, IP address used to connect your computer to the Internet, your browser type and version, operating system and platform, the average time spent on the Website, webpages viewed, content searched for, access times and other relevant statistics, and assign unique identifiers to the device or other credentials you use to access the Website for the same purposes.

Pages of the Website and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Your browser may provide you with the option to refuse some or all browser cookies. You may also be able to remove cookies from your browser. You can exercise your preferences in relation to cookies served on the Website by taking the steps outlined below. You can use the browser with which you are viewing the Website to enable, disable or delete cookies. To do this, follow the instructions provided by your browser (usually located within the "Help", "Tools", "Options", or "Edit" settings). Please note, if you set your browser to disable cookies, you may not be able to access secure areas of the Website. Also, if you disable cookies other parts of the Website may not work properly.

Certain features of the Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from and on our Website. If you do not want Flash Cookies stored on your computer, you can adjust the settings of your Flash player to block Flash Cookies storage. Flash cookies are not managed by the same browser settings as are used for browser cookies, but may be managed here:

http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html

If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out

by adjusting your user advertising preferences in your account profile by checking or unchecking the relevant boxes or by sending an email stating your request to the contact details as provided in Section 15. In addition, on your iPhone, iPad or Android, you can change your device settings to control whether you see online interest-based ads.

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. In addition, most web browsers provide help pages relating to setting cookie preferences.

Some Internet browsers, include the ability to transmit "Do Not Track" or "DNT" signals. Since uniform standards for "DNT" signals have not been adopted, the Website does not currently process or respond to "DNT" signals.

4. HOW WE USE YOUR INFORMATION

We will only use your Personal Information as described in this Privacy Policy or as disclosed to you prior to such processing taking place. The purposes for which we may use your personal information include:

- v. Providing any Products and / or Services that you request or purchase;
- vi. Contacting you regarding the administration of any features or functions of the Website or Products and / or Services you have registered to use;
- vii. Providing you with notices about your Account, including expiration and renewal notices;
- viii. Carrying out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
- ix. Notifying you about changes to the Website, our policies, terms or Products or Services we offer or provide through it;
- x. Sending you marketing and promotional emails;
- xi. Responding to your questions or other requests;
- xii. Allowing you to participate in the interactive features of the Website and Products and/or Services;
- xiii. Tailoring your experience on the Website and/or otherwise customizing what you see when you visit and use the Website;
- xiv. Saving your user account, registration and profile data or other personal information (so you do not have to re-enter it each time you visit or use the Website);
- xv. Tracking your return visits to and use of the Website;
- xvi. For research purposes, for marketing/promotional purposes and to provide anonymous reporting for internal and external clients and Business Partners;
- xvii. Accumulating and reporting aggregate, statistical information in connection with the Website and the Products and Services and user activity;

- xviii. Determining which features and services users like best to help us operate the Website, enhance and improve our Website and display advertising and marketing information;
- xix. Keeping you secure and safe while using our Website, which requires us to process your Personal Information to combat spam, malware, malicious activities or security risks;
- xx. Improving and enforcing our security measures;
- xxi. Maintaining legal and regulatory compliance;
- xxii. Enforcing compliance with our terms and conditions and policies;
- xxiii. Protecting you, others and our business, including, without limitation, using information for fraud prevention;
- xxiv. For commercial purposes through contractual arrangements with various Business Partners, Channel Partners, affiliates and other business entities and third parties in various geographic jurisdictions whereunder your Personal Information in a de-identified form shall be shared with such entities to facilitate research, drug development, analytics and other commercial outcomes;
- xxv. For any other purpose disclosed to you prior to you providing us your Personal Information or which are reasonably necessary to provide the Services or other related products and/or services requested.

We may also use your information to contact you about our own and third parties' goods and services that may be of interest to you. If you do not want us to use your information in this way, please email us at the contact details as provided in Section 15 to opt out.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your Personal Information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

5. SHARING AND DISCLOSURE OF PERSONAL INFORMATION

We may share or disclose your Personal Information in the following circumstances:

- a. Website / e-commerce Service Providers. We may employ other companies and individuals to facilitate the Website and Services ("Service Providers"), provide the Services on our behalf, perform Service-related services or assist us in analyzing how our Website and Services are used. The Service Providers have access to your personal information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose. The Service Providers are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- b. Laboratories, dieticians, and health consultants. We may disclose your information to the Laboratory / Laboratories, dieticians, and Health Consultants involved in providing you Services. Upon your request, we may disclose your information to others involved in your care, including your healthcare providers,

the health system or clinic where your provider practices, and other providers that you designate to receive your information.

- c. Research and Development. We may use your de-identified information and test results in our research. We may engage in research with third parties like universities, hospitals, health systems, government institutions, or private companies to develop new tests, drugs, validate technologies, or improve existing technologies or processes.
- d. Within Our Corporate Organization. We may share your personal information with our subsidiaries and affiliates in order to provide you with the Services and take actions based on your requests.
- e. Corporate Transactions. To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or 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 about our Website users and Members is among the assets transferred, and you agree to and do hereby consent to our assignment or transfer of rights to your personal information.
- f. Analytics. We may share aggregated, de-identified information (for example, aggregated trends about the general use of our Products and / or Services) publicly and with our affiliates, subsidiaries, and partners. This information will not include medical information.
- g. Third Party Advertisers. In certain circumstances we may share your personal information with third parties to market their products or services to you if you have not opted out of these disclosures. We contractually require these third parties to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- h. As Required by Law. Under certain circumstances your personal information may be subject to processing pursuant to laws, regulations, judicial or other government subpoenas, warrants, or orders. We may be required to disclose personal information in coordination with regulatory authorities in response to lawful requests by public authorities, including to meet national security or law enforcement requirements, or for public health purposes, to public health regulatory bodies. We will preserve and disclose any and all information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that we may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce our Terms of Service and other policies; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Navipoint, its employees, its users, its clients, and the public.

Please note that we may disclose, without restriction, aggregated or anonymized information about our users, which is information that does not identify any specific individual.

6. CONSENT

By using this Website, Product and/or Services you consent to the collection, use, storage, disclosure, transfer of and dealing in or handling of Personal Information in accordance with this Privacy Policy and our Website Terms of Use. If you do not feel comfortable with any part of this Privacy Policy or our Website Terms of Use, you should not use or access the Website or Products or Services.

7. WITHDRAWAL OF CONSENT OR OPTING OUT

Subject to the terms of this Privacy Policy and in accordance thereof you may at any time elect to opt out from providing your consent or withdraw consent provided in relation to use of your Personal Information in the manner as specified in this Privacy Policy.

8. TRANSFER OF YOUR PERSONAL INFORMATION

Some of the uses mentioned in this Privacy Policy may involve the transfer of your Personal Information including Results through contractual arrangements by and between Navipoint and various other business entities including our Business Partners located in various countries that may have different levels of privacy protection than your country. By using our Products and/or Services, you acknowledge and agree to such transfers, including to and in the United States. We implement appropriate safeguards, which may include but are not limited to incorporation of confidentiality obligations to which such entities shall be bound, standard data protection clauses as applicable in the jurisdiction in which such business entities are based or have a place of business, to protect your personal information that is transferred.

9. MARKETING COMMUNICATIONS

We strive to provide you with choices regarding the Personal Information you provide to us. We have created mechanisms to provide you with the following control over your information.

If you do not wish to have your email address or other contact information used by us to promote our own or third parties' products or services, you can opt-out by logging into the Website and adjusting your user preferences in your Account profile by checking or unchecking the relevant boxes or by sending an email stating your request to the contact details as provided in Section 15. You may also choose to stop receiving our promotional or marketing communications by following the "unsubscribe" instructions included in these messages. This opt out does not apply to information provided by us as a result of a product purchase, warranty registration, product service experience or other transactions.

Please note that "opt-out", "withdrawal" and "unsubscribe" requests may not take effect immediately and may take a reasonable amount of time to receive, process and apply, during which time your information shall remain subject to the prior privacy settings. Additionally, you should be aware that any information provided to third parties prior to your election to opt-out or unsubscribe will not be retrieved or rescinded, unless required by applicable law.

10. KEEPING YOUR PERSONAL INFORMATION ACCURATE AND DELETION

We are committed to ensuring that your Personal Information is kept accurate and up to date. However, it is up to you to update it with any changes. You can review and change your Personal Information by logging into the Website and visiting your Account profile page. You may also send us an email at the contact details as provided in Section 15 to request access to, or to correct any Personal Information that you have provided to us. 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.

If you no longer wish to participate in our Services, or no longer wish to have your Personal Information be processed, you may request to delete your account and the information in your account, subject to certain limitations, by emailing us at the contact details as provided in Section 15. Once you submit your request, we will send an email to the email address linked to your account requesting that you confirm your deletion request. Once you confirm your request to delete your account and data, your account will no longer be accessible while we process your request. Once you confirm your request, this process cannot be cancelled, undone, withdrawn, or reversed. When your Account is deleted, all associated personal information is deleted, unless we are required to maintain it for regulatory and compliance purposes or for a legal or business necessity.

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

11. DATA SECURITY

Your Personal information shall be stored either on our servers and/or on servers hosted by third-party cloud service provider(s). We shall engage the services of such third-party cloud service providers through contractual engagements and ensure that they are bound by strict confidentiality provisions in relation to protection of your Personal Information.

We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration and disclosure. All Personal Information you provide to us is stored on our secure servers behind firewalls or securely on servers hosted by a third-party cloud service provider.

Any payment transactions will be encrypted using SSL or other encryption technology, or will use our third party payment processors, who will use appropriate and reasonable security practices and procedures. We do not store your financial information in any manner whatsoever. 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 the Website, you are responsible for keeping this password confidential. You should not share your password with anyone. We urge you to be careful about giving out information in public areas of the Website

like message boards. The information you share in public areas may be viewed by any user of the 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 to the Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

12. INTEGRATION OF THIRD-PARTY PLATFORMS AND SERVICES

The Website may be linked to, rely on and be integrated with websites, applications, interfaces, services and platforms operated by other companies, including Third-Party Services. The Website may also feature advertisements from these companies. We are not responsible for the privacy practices of such websites, applications, interfaces, services and platforms operated by third parties that are linked to, rely on and/or integrated with the Website or for the privacy practices of third-party advertising companies. Once you leave this Website via a link, access a third-party service or click on an advertisement, you should check applicable privacy policies to determine, among other things, how related companies process Personal Information they may collect about you. This Privacy Policy applies solely to information collected by Navipoint.

13. INFORMATION AND SAMPLE RETENTION.

We will retain your information for as long as is reasonably necessary to comply with our business and legal obligations, fulfilment of our business purposes as elucidated in this Privacy Policy and to meet regulatory and compliance requirements.

14. CHILDREN'S PRIVACY

We are committed to protecting the privacy of children as well as adults. A parent or guardian may create an account for, and provide information related to, his or her child who is under the age of 18. The parent or guardian assumes full responsibility for ensuring that the information that he/she provides is kept secure and that the information submitted is accurate.

15. CONTACT INFORMATION

If you have any questions, concerns or complaints relating to your Personal Information and this Privacy Policy, please contact us at the following:

Privacy Administration
Navipoint Health, Inc.
2863 95th St Ste 143-136
Naperville, IL 60564

If you have general questions or concerns regarding the way in which your personal information has been used, you may contact us at privacy@navipointhealth.com.

16. GOVERNING LAW

If you access the Services on our Website in the United States, the laws of the State of Delaware and as applicable, those of the United States of America, govern these Terms and the use of the Products and Services. All claims brought in the United States will be subject to the jurisdiction of the courts of the State of Delaware.