

INMOTION HEALTH, PA
WEBSITE PRIVACY POLICY

Last Updated: August 7, 2025

OVERVIEW:

We respect your privacy. This Privacy Policy describes the privacy practices of INMOTION HEALTH, PA, a Florida professional association (collectively, “Company” or “INMOTION HEALTH ” or “we” or “us” or “our”), the Personal Data we collect about you, how we collect it, how we use it and with whom we share it. This Privacy Policy also describes the choices you can make about how we collect and use your Personal Data. This Policy does not apply to the practices of companies that we do not own or control, or to people whom we do not employ or manage.

By using the Service, whether on our web application or on our mobile device, you agree to the collection and use of information in accordance with this Privacy Policy. This Privacy Policy is subject to and incorporated within the Service’s End User Agreement (“EULA”), including its provisions on liability and dispute resolution. Capitalized terms not otherwise defined in this Privacy Policy shall have the meanings ascribed to them in the EULA.

DEFINITIONS:

- Cookies. Cookies are small pieces of data stored on your device (computer or mobile device).
- Data Controller. Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed. For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.
- Data Processors (or Service Providers). Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller. We may use the service of various Service Providers in order to process your data more effectively.
- Data Subject (or User). Data Subject is any living individual who is using our Service and is the subject of Personal Data. For the purpose of this Privacy Policy, you are a Data Subject.
- Personal Data. Personal Data means information about a living individual who can be identified from such information (or from those and other information either in our possession or likely to come into our possession).

- Usage Data. Usage Data is data collected automatically by the use of the Service infrastructure itself (for example, dates and times of Service visits or usage, the duration of a page visit or the use of an app, IP addresses, browser characteristics, device characteristics, operating system, language preferences, referring URLs and information on actions taken on our Service).

HOW WE COLLECT YOUR PERSONAL DATA:

We collect information in different ways from individuals who access the Service. We collect information from you in the following ways:

- When you sign-up to use the Service.
- When you provide information to create your account and build your profile or to associate with one or more agencies.
- When you enter your calendar and schedule information through the Service.
- When you access the Service by using our mobile app.
- Through third party tools used to collect User behavior, such as through Cookies. We may also receive reports based on the use of these technologies from our Service Providers on an individual as well as aggregated basis.
- Through Local Storage Objects (LSOs) such as HTML5 or Flash to store content information and preferences.

WHAT TYPES OF PERSONAL DATA WE COLLECT:

We collect different information from you depending on how you engage with us.

- We collect your name, email, and phone number when you provide it to us by signing up to use the Service.
- We collect your professional description and office location when you set up your account and profile.
- We collect your association with your agencies and groups when you associate your profile to them through the Service.
- We collect your calendar information when you using the Service, including practitioner availability, consultation requests and scheduled patient visits.
- We collect patient biographical information that you enter to schedule patient requests and patient visits, but we our collection of any PHI as defined under HIPAA is as a Data Processor for the applicable healthcare covered entity. Our obligations with respect to

PHI will be set forth under a separate Business Associate Agreement entered into with the applicable healthcare covered entity.

- We collect your location when using our mobile app.
- We automatically collect Usage Data through your use of the Service.

HOW WE PROCESS AND USE YOUR PERSONAL DATA:

We may process and use your Personal Data primarily to perform a contract with you, and to otherwise deliver the Service or a service that you request, including:

- To create your account and profile.
- To associate you with the agencies and groups that you select.
- To provide you with consultation requests.
- To fulfill your request to schedule patient or practitioner consultations, as applicable.
- To assist us in operating and improving the Service.

We may also process your Personal Data because it is necessary for our or a third party's legitimate interests and it's not overridden by your rights. In this respect, we may use your Personal Data to:

- To contact you via email, postal mail, or telephone to learn more about your preferences, to conduct market research and learn more about how we can improve our offerings.
- To track Service performance, to make your visit better, and for aggregate Service analytics.
- To analyze trends, measure page views and performance, administer the Service, track Users' movements around the Service and to gather demographic information about our User base as a whole.
- We use Cookies and LSOs to remember Users' preferences (e.g. search filters), for authentication, for source tracking, for analytics, or for product recommendations.

We may also process your Personal Data for our compliance with our legal obligations. In this respect, we may use your Personal Data for the following:

- When necessary to conform to legal requirements or to respond to a subpoena, search warrant or other legal process received by us, whether or not a response is required by applicable law.

- When necessary to enforce or apply our EULA and other related agreements.
- To protect our rights or the property or safety of our employees, Users or members of the general public.

Notwithstanding, **INMOTION HEALTH** is not legally responsible and cannot guarantee that any of its vendors, marketing partners, contractors, and/or any legal entity doing business with **INMOTION HEALTH** (not considered a partner and/or equity member of **INMOTION HEALTH**) performs any data collections that may result in monetary gains to said legal entity.

WITH WHOM WILL WE SHARE YOUR PERSONAL DATA:

We generally do not share your Personal Data with third parties. However, we may share your Personal Data:

- If we have received your permission beforehand.
- With our employees, if necessary for the development, improvement, and provision of our Service. Our employees must have a business reason to obtain access to your Personal Data.
- With Service Providers, such as processors when they meet the requirements of this Privacy Policy, and when necessary for the purposes of providing the Service, (e.g., statistical analyses and data processing).
- Under certain circumstances, if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).
- If in good faith, we believe that such action is necessary to comply with a legal obligation or to protect and defend our rights or property.
- To a successor entity upon a merger, consolidation or other corporate reorganization in which we participate or to a purchaser of all or substantially all of our assets to which this Service relates.

YOUR DATA PROTECTION RIGHTS AND CHOICES:

We aim to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data. If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us using the details set out below. You have the right to:

- Access or update the information we have on you. Find out if we use your Personal Data, access your Personal Data and have it corrected or amended if it is inaccurate or incomplete.

- Withdraw consent. Withdraw any express consent that you have provided to the processing of your Personal Data at any time without penalty.
- Object. You have the right to object to our processing of your Personal Data.
- Data portability. Obtain a transferable copy of some of your Personal Data which can be transferred to another provider when the Personal Data was processed based on your consent.
- Rectification. If you believe your Personal Data is inaccurate, no longer necessary for our business purposes, or if you object to our processing of your Personal Data, you also have the right to request that we restrict the processing of your data pending our investigation and/or verification of your claim.
- Deletion or restriction. Request your Personal Data be deleted or restricted under certain circumstances. For example, if INMOTION HEALTH is using your Personal Data on the basis of your consent and has no other legal basis to use such, you may request your Personal Data be deleted when you withdraw your consent.

If you wish to exercise any of these rights, or raise a complaint on how we have handled your Personal Data, please contact us at (954) 228-3019 or contact@inmotionhlth.com or via the details below.

You additionally have choices regarding the collection, use, and sharing of your Personal Data.

- You have a right at any time to stop us from contacting you for promotional marketing purposes. If now or in the future you receive promotional or electronic newsletter communications from us, you may indicate a preference to stop receiving such communications from us, and you will have the opportunity to “opt-out” by clicking the “Unsubscribe” hyperlink at the bottom of all such communications. Notwithstanding your indicated email marketing preferences, we may send you administrative emails regarding the Service, including, for example, order confirmations or updates to our Privacy Policy or the EULA.
- You may be able to configure your browser to accept or reject all or some Cookies, or notify you when a Cookie is set — all browsers are different, so check the “Help” menu of your particular browser to learn how to change your Cookie preferences. Please note that if you have set your browser to refuse Cookies, you will not be able to be authenticated and thereby you will not be able to use the Service - you will only be able to browse public portions of our website. Users can control the use of Cookies at the individual browser level. Various browsers may offer their own management tools for removing HTML5 LSOs.

RETENTION OF DATA:

We will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to perform a contract with you, comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

We will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

SECURITY OF DATA:

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. We take precautions to insure that our visitors' Personal Data is secured and we strive to use commercially acceptable means to protect your Personal Data, but we cannot guarantee its absolute security.

We use a variety of industry-standard technical, contractual, administrative and physical security measures and procedures to help protect your Personal Data from unauthorized access, use, alteration or disclosure. Unless otherwise provided, we restrict access to Personal Data to those employees who need access to perform their job functions. Please note that despite our best efforts, no one can guarantee the security of Personal Data. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of Personal Data at any time.

SERVICE PROVIDERS:

We may employ Service Providers, to process Service-related data on our behalf, to perform Service-related service or to assist us in analyzing how our Service is used. Each of these Service Providers is contractually obligated to provide services to us in a manner consistent with this Privacy Policy.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose and must comply with the requirements for third party processors set forth in this Privacy Policy.

THIRD PARTY EMBEDS:

Some of the content that you see displayed on INMOTION HEALTH website and App may not necessarily be hosted by INMOTION HEALTH. These “embeds” are hosted by a third-party and embedded in a INMOTION HEALTH page, so that it appears to be part of that page. These files send data to the hosted site just as if you were visiting that site directly.

INMOTION HEALTH does not control what data third parties collect in cases like this, or what they ultimately do with it. As such, any such third-party embeds on INMOTION HEALTH are not covered by this Privacy Policy. They are covered by the privacy policy of the third-party service.

Some embeds may ask you for personal information, such as submitting your email address, through a form linked to from INMOTION HEALTH . We do our best to keep bad actors off INMOTION HEALTH . However, if you choose to submit your information to a third party this way, we do not know what they may do with it. As explained above, their actions are not covered by this Privacy Policy.

OUR LIABILITY FOR TRANSFERS OF YOUR PERSONAL DATA:

We require third-party controllers to whom we disclose your Personal Data to contractually agree to (i) only process such Personal Data for the limited and specified purposes consistent with the consent you provide; and (ii) provide the same level of protection to your Personal Data as required under this Privacy Policy; and (iii) notify us if the third-party controller makes a determination that it can no longer meet the foregoing obligations.

In addition, when we transfer your Personal Data to a third party processor acting as our agent, we will: (i) transfer such Personal Data only for the limited and specified purposes consistent with the request or consent you provide; (ii) contractually require the processor to provide at least the same level of privacy protection as is required by this Privacy Policy; (iii) require the processor to notify us if it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the this Privacy Policy. Should we receive any such notice, we will take reasonable and appropriate steps to stop and remediate unauthorized processing.

We shall remain liable should our processors process Personal Data in a manner inconsistent with this Privacy Policy, unless we can prove we are not responsible for the event giving rise to the damage. We acknowledge our liability for such data transfers to third parties in violation of this Privacy Policy.

EMAILS FROM INMOTION HEALTH :

Sometimes we may send you emails about your account, service changes or new policies. You cannot opt out of this type of “transactional” email (unless you delete your account). However, you can opt out of non-administrative emails such as digests, newsletters, and activity notifications through your account’s settings page.

When you interact with an email sent from INMOTION HEALTH (such as opening an email or clicking on a particular link in an email), we may receive information about that interaction.

We will not email you to ask for your password or other account information. If you receive such an email, please disregard it immediately.

CHILDREN’S PRIVACY AND INTERNATIONAL CONSIDERATIONS:

Our Service does not address anyone under the age of 18 (“Children”).

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

INQUIRIES AND CONTACT TERM:

BY USING OUR SITE, APPLICATION, AND SERVICES OR ACCESSING, YOU ACKNOWLEDGE AND ACCEPT THAT SUBMITTING YOUR TELEPHONE NUMBER TO US VIA THE SITES AND SERVICES CONSTITUTES AN INQUIRY TO US, AND THAT WE OR OUR AFFILIATES MAY CONTACT YOU AT THE NUMBER SUBMITTED EVEN IF SUCH NUMBER APPEARS ON ANY STATE OR FEDERAL DO NOT CALL LISTS (TAKING INTO ACCOUNT INQUIRY EXCEPTION TIME FRAMES AS APPROPRIATE).

You authorize us to contact you by telephone at the number you have provided. Telephone calls may include prerecorded or artificial voice messages and calls using an automatic telephone dialing system. Your consent is not a condition of your purchase.

You agree that any calls to or from us may be monitored or recorded for training or quality assurance purposes.

INDEMNIFICATION:

You agree to indemnify and hold us and our representatives harmless from and against any third-party claim, cause of action, demand or damages related to or arising out of: (a) content that you post or transmit (including but not limited to content that a third-party deems defamatory or otherwise harmful or offensive); (b) activity that occurs through or by use of your account (including, without limitation, all content posted or transmitted and your interactions with others); (c) your use of or reliance on any user content; and (d) your violation of these. This indemnification obligation includes payment of any attorneys’ fees and costs incurred by us or our representatives. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with our defense of these claims.

DISCLAIMERS:

YOUR ACCESS TO, USE OF AND RELIANCE ON OUR SITE AND SERVICES AND CONTENT ACCESSED THROUGH OUR SITE AND SERVICES IS ENTIRELY AT YOUR OWN RISK. OUR SITE AND SERVICES (INCLUDING, WITHOUT LIMITATION, THE

WEBSITES, PROGRAMS, SERVICES, FORUMS AND CONTENT ACCESSED THROUGH THE WEBSITES, PROGRAMS, SERVICES AND FORUMS) IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

ALL EXPRESS AND IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) ARE EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, WE ALSO DISCLAIM ALL WARRANTIES FOR OR WITH RESPECT TO: (A) THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF OUR SITE AND SERVICES AND CONTENT ACCESSED THROUGH OUR SITE AND SERVICES; (B) COMPUTER WORMS, VIRUSES, SPYWARE, ADWARE AND ANY OTHER MALWARE, MALICIOUS CODE OR HARMFUL CONTENT OR COMPONENTS ACCESSED, RECEIVED OR DISSEMINATED THROUGH, RELATED TO OR AS A RESULT OF OUR SITE AND SERVICES OR CONTENT ACCESSED THROUGH OUR SITE AND SERVICES; AND/OR (C) ANY TRANSACTIONS OR POTENTIAL TRANSACTIONS, GOODS OR SERVICES PROMISED OR EXCHANGED, INFORMATION OR ADVICE OFFERED OR EXCHANGED, OR OTHER CONTENT, INTERACTIONS, REPRESENTATIONS OR COMMUNICATIONS THROUGH, RELATED TO OR AS A RESULT OF USE OF OUR SITE AND SERVICES OR CONTENT ACCESSED THROUGH OUR SITE AND SERVICES (INCLUDING, WITHOUT LIMITATION, ACCESSED THROUGH ANY LINKS ON OUR SITE AND SERVICES OR IN CONTENT).

THESE DISCLAIMERS WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Some jurisdictions do not allow disclaimers of implied warranties. In such jurisdictions, some of the foregoing disclaimers as to implied warranties may not apply.

LIMITATIONS OF LIABILITY:

WE AND OUR REPRESENTATIVES WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY ACCESS TO, USE OF OR RELIANCE ON OUR SITE AND SERVICES OR CONTENT ACCESSED THROUGH OUR SITE AND SERVICES BY YOU OR ANYONE ELSE, OR FOR ANY TRANSACTIONS, COMMUNICATIONS, INTERACTIONS, DISPUTES OR RELATIONS BETWEEN YOU AND ANY OTHER PERSON OR ORGANIZATION ARISING OUT OF OR RELATED TO OUR SITE AND SERVICES OR CONTENT ACCESSED THROUGH OUR SITE AND SERVICES, INCLUDING BUT NOT LIMITED TO LIABILITY FOR INJUNCTIVE RELIEF AS WELL AS FOR ANY HARM, INJURY, LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU OR ANYONE ELSE (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF WE OR OUR REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF, BUT IS NOT RESTRICTED TO, WHETHER THE ALLEGED LIABILITY, HARM, INJURY, LOSS OR DAMAGES AROSE FROM AUTHORIZED OR UNAUTHORIZED ACCESS TO OR USE OF OUR SITE AND SERVICES OR CONTENT ACCESSED THROUGH OUR SITE

AND SERVICES; ANY INABILITY TO ACCESS OR USE OUR SITE AND SERVICES OR CONTENT ACCESSED THROUGH OUR SITE AND SERVICES, OR ANY REMOVAL, DELETION, LIMITATION, MODIFICATION, INTERRUPTION, SUSPENSION, DISCONTINUANCE OR TERMINATION OF OUR SITE AND SERVICES OR CONTENT ACCESSED THROUGH OUR SITE AND SERVICES.

THESE LIMITATIONS WILL ALSO APPLY WITH RESPECT TO DAMAGES RESULTING FROM ANY TRANSACTIONS OR POTENTIAL TRANSACTIONS, GOODS OR SERVICES PROMISED OR EXCHANGED, INFORMATION OR ADVICE OFFERED OR EXCHANGED, OR OTHER CONTENT, INTERACTIONS, REPRESENTATIONS, COMMUNICATIONS OR RELATIONS THROUGH, RELATED TO OR AS A RESULT OF OUR SITE AND SERVICES OR CONTENT ACCESSED THROUGH OUR SITE AND SERVICES (INCLUDING, WITHOUT LIMITATION, ANY LINKS ON OUR SITE AND SERVICES AND LINKS IN CONTENT ACCESSED THROUGH OUR SITE AND SERVICES).

You hereby release us and each of our representatives, and their respective subsidiaries, affiliates, successors, predecessors, assigns, heirs, service providers and suppliers, from all claims, demands and damages of every kind and nature, known and unknown, direct and indirect, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to our site and Services or content accessed through our site and Services, or any interactions with others arising out of or related to our site and Services or content accessed through our site and Services.

THESE LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

CHANGES TO THIS PRIVACY POLICY:

From time-to-time we may modify, change, update, add to, remove portions of or otherwise alter this Privacy Policy. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the “effective date” at the top of this Privacy Policy. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page. If you object to any such changes, you must immediately cease using the Service.

CONTACT, QUESTIONS, OR FEEDBACK:

When we receive formal written complaints, it is our policy to contact the person regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of Personal Data that cannot be resolved between us and an individual.

CONTACT US:

If you have any questions about our Privacy Policy, you can always contact us in any of three ways:

1. Send us an e-mail: contact@inmotionhlth.com
2. Call us at (954) 228-3019
3. Write to us at:

INMOTION HEALTH, PA

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