

PRIVACY POLICY

Texas Radiology Associates, LLP (the “*Practice*”) respects the privacy of others. This Privacy Policy explains the Practice’s privacy practices for the Practice website located at www.texasradiology.com (together with its pages and features, “*Site*”) by providing you and any person helping you visit, access, register with or use the Site (collectively, “*you*” or “*your*”) with an overview of the following:

- The type of information about you that the Practice collects through the Site;
- How that information is collected;
- How that information is used;
- Who will have access to that information; and
- The Practice’s security measures for protecting that information.

This Privacy Policy also explains the privacy practices for certain pages or features wherein the Practice may offer certain health or healthcare-related products or services. These certain pages or features are referred to herein collectively as the “*Practice Pages*.”

THIS PRIVACY POLICY APPLIES TO INFORMATION COLLECTED THROUGH THE SITE. PLEASE CAREFULLY READ THIS PRIVACY POLICY IN ITS ENTIRETY.

WHEN YOU CREATE, REGISTER OR LOG INTO AN ACCOUNT THROUGH THE SITE, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS THE SITE’S [TERMS OF USE](#).

SIMILARLY, BY VISITING, ACCESSING OR USING THE SITE, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS THE SITE’S [TERMS OF USE](#), AND YOUR CONTINUING VISIT, ACCESS OR USE OF THE SITE REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE.

As used herein, the term “*personal information*” means information that would allow someone to specifically identify you or contact you physically or online (e.g., your name, physical address, telephone number, email address, social security number); and the term “*non-personal information*” means any information other than personal information that the Practice may collect from you.

1. A SPECIAL NOTE ABOUT MINORS.

The Site is a general audience website intended for use by adults. The Site is not designed or intended to attract, and is not directed to, children under eighteen (18) years of age, let alone children under thirteen (13) years of age. The Practice does not collect personal information

through the Site from any person it actually knows to be under thirteen (13) years of age. If the Practice obtains actual knowledge that it has collected personal information through the Site from a person under thirteen (13) years of age, then it will use reasonable efforts to refrain from further using such personal information or maintaining it in retrievable form.

Furthermore, if you are under eighteen (18) years of age, then you (or your parent or legal guardian) may at any time request that the Practice remove content or information about you that is posted on the Site. Please submit any such request (a “***Request for Removal of Minor Information***”) to any one of the following:

By mail: Texas Radiology Associates, LLP, 1820 Preston Park Blvd, Ste 2400, Plano Texas, 75093, with a subject line of “Removal of Minor Information.”

By email: [notify@texasradiology.com], with a subject line of “Removal of Minor Information.”

For each Request for Removal of Minor Information, please state “Removal of Minor Information” in the email or letter subject line, and clearly state the following in the body:

- a. The nature of your request;
- b. The identity of the content or information to be removed;
- c. Whether such content or information is found on the Site;
- d. The location of content or information on the Site (e.g., provide the URL for the specific web page the content or information is found on);
- e. That the request is related to the “Removal of Minor Information;”
- f. Your name, street address, city, state, zip code and email address; and
- g. Whether you prefer to receive a response to your request by mail or email.

If you send a Request for Removal of Minor Information by mail, then please do so by U.S. Certified Mail, Return Receipt Requested to allow for confirmation of mailing, delivery and tracking. The Practice will not accept any Request for Removal of Minor Information via telephone or facsimile. The Practice is not responsible for failing to comply with any Request for Removal of Minor Information that is incomplete, incorrectly labeled or incorrectly sent.

PLEASE NOTE THAT THE AFOREMENTIONED REMOVAL DOES NOT ENSURE COMPLETE OR COMPREHENSIVE REMOVAL OF SUCH CONTENT OR INFORMATION POSTED ON THE SITE.

Also, please note that the Practice is not required to erase or otherwise eliminate, or to enable erasure or elimination of, such content or information in certain circumstances, such as, for

example, when an international, federal, state, or local law, rule or regulation requires the Practice to maintain the content or information; when the content or information is stored on or posted to the Site by a third party other than you (including any content or information posted by you that was stored, republished or reposted by the third party); when the Practice anonymizes the content or information, so that you cannot be individually identified; when you do not follow the aforementioned instructions for requesting the removal of the content or information; and when you have received compensation or other consideration for providing the content or information.

The foregoing is a description of the Practice's voluntary practices concerning the collection of personal information through the Site from certain minors, and is not intended to be an admission that the Practice is subject to the Children's Online Privacy Protection Act, the Federal Trade Commission's Children's Online Privacy Protection Rule(s), or any similar international, federal, state, or local laws, rules, or regulations.

2. CATEGORIES OF INFORMATION COLLECTED.

The Practice may collect personal and non-personal information about you through the Site and/or any electronic medical record platforms lawfully accessed and used by the Practice. The following is a list of the various categories of such information that may be collected about you:

- a. **Categories of Information Collected Through the Site.** The categories of personal and non-personal information collected from you through the Site might include your:
 - i. Name (first, last and/or middle) and unique identifiers (e.g., username);
 - ii. Login information for the Site (e.g., username, password, security questions and answers);
 - iii. Home contact information (e.g., mailing address, email address, telephone number, fax number);
 - iv. Gender;
 - v. Date of birth;
 - vi. Electronic signature;
 - vii. Photographic or video image to the extent provided by you to the Practice (as related to the Practice Pages, and further subject to the Practice [NOTICE OF PRIVACY PRACTICES](#));
 - viii. Medical history, including the results of any questionnaires, surveys, information requests, interviews, or other documentary, text, video, or

audio interactions related to the provision of health services (as related to the Practice Pages, and further subject to the Practice [NOTICE OF PRIVACY PRACTICES](#));

- ix. Billing, payment or shipping information (e.g., payor or payee name, checking account number, credit card number, expiration date, verification code, accountholder name, cardholder name, billing address, mailing address, tax ID number, billing history);
- x. Business contact information (e.g., company, title, mailing address, email address, telephone number, facsimile number, tax ID number);
- xi. Computer, mobile device, and/or browser information (e.g., IP address, mobile device ID information, operating system, connection speed, bandwidth, browser type, referring/existing web pages, web page requests, cookie information, hardware attributes, software attributes);
- xii. Third-party website, network, platform, server and/or application information (e.g., Facebook, Twitter, Instagram);
- xiii. Usage activity concerning your interactions with the Site and/or third-party websites, networks, platforms, servers or applications accessed through the Site (e.g., number of clicks on a page or feature, amount of time spent on a page or feature, identity of third-party websites, networks, platforms, servers and applications being accessed through the Site);
- xiv. Usage activity concerning products and services provided to or accessed by you on or through the Site and/or the App (e.g., viewing habits, viewing preferences, viewing history, title selections, favorites, streams, downloads, demographics and closed captioning selections);
- xv. Transactional information (e.g., offers, orders, pricing, payments, purchaser, seller, item information, shipping terms, comments, ratings, feedback and instant messages and/or other communications made within or through the Site);
- xvi. Information about third parties that you refer to the Practice (e.g., name, email and/or other contact information, relationship);
- xvii. Information set forth in the Site's online account registration, subscriber profile, and/or subscriber directory forms completed by you; and/or
- xviii. Statements or content (e.g., comments, videos, photographs, images), and information about such statements or content, which you submit or publish

on or through the Site, or which are accessed via your public or linked social media pages (e.g., Facebook, Twitter, Instagram).

b. **Categories of Other Information Collected From Your Mobile Device.** If you use your mobile device to visit, access or use the Site, then additional categories of personal and non-personal information collected from you through the Site might include:

- i. Your name associated with your mobile device;
- ii. Your telephone number associated with your mobile device;
- iii. Your geolocation;
- iv. Your mobile device ID information;
- v. With your express consent, your contacts and/or contact information (e.g., names, telephone numbers, physical addresses, email addresses, photos) stored on your mobile device; and/or
- vi. With your express consent, information about third-party software applications on your mobile device (including, without limitation, general software apps, downloadable software apps, social media apps).

3. HOW INFORMATION IS COLLECTED.

The Practice might collect personal and non-personal information from you when you visit, access or use the Site; when you register with or subscribe to the Site; when you register for or subscribe to the products and/or services of the Practice online through the Site; when you register for or subscribe to the products and/or services of the Practice online through the Site; when you “sign in,” “log in,” or the like to the Site; when you allow the Site to access, upload, download, import or export content found on or through, or to otherwise interact with, your computer or mobile device (or any other device you may use to visit, access or use the Site) or online accounts with third-party websites, networks, platforms, servers or applications (e.g., your online social media accounts, your cloud drives and servers, your mobile device service provider); or whenever the Practice asks you for such information.

In addition, if you or a third party sends the Practice a comment, message or other communication (such as, by way of example only, email, letter, facsimile, phone call, or voice message) about you or your activities on or through the Site, then the Practice may collect any personal or non-personal information provided therein or therewith.

Finally, the Practice might use various tracking, data aggregation and/or data analysis technologies, including, for example, the following:

- Cookies, which are small data files (e.g., text files) stored on the browser or device you use to view a website or message. They may help store user preferences and activity, and may allow a website to recognize a particular browser or device. There are several types of cookies, including, for example, browser cookies, session cookies, and persistent cookies. Cookies may record information you access on one page of a website to simplify subsequent interaction with that website, or to help streamline your transactions on related pages of that website. Most major browsers are set up so that they will initially accept cookies, but you might be able to adjust your browser's or device's preferences to issue you an alert when a cookie is downloaded, or to block, reject, disable, delete or manage the use of some or all cookies on your browser or device.
- Flash cookies, which are cookies written using Adobe Flash, and which may be permanently stored on your device. Like regular cookies, Flash cookies may help store user preferences and activity and may allow a website to recognize a particular browser or device. Flash cookies are not managed by the same browser settings that are used for regular cookies. For further information about cookies, visit www.allaboutcookies.org.
- Web beacons, which are pieces of code embedded in a website or email to monitor your activity on the website or your opening of the email, and which can pass along information such as the IP address of the computer or device you use to view the website or open the email, the URL page on which the web beacon is located, the type of browser that was used to access the website, and previously set cookie values. Web beacons are sometimes used to collect advertising data, such as counting page views, promotion views or advertising responses. Disabling your computer's, device's or browser's cookies may prevent some web beacons from tracking or recording certain information about your activities.
- Scripts, which are pieces of code embedded in a website to define how the website behaves in response to certain key or click requests sent by the user. Scripts are sometimes used to collect information about the user's interactions with the website, such as the links the user clicks on. Scripts are often times temporarily downloaded to the user's computer or device from the website server, active only while the user is connected to the Site, and deactivated or deleted when the user disconnects from the website.
- Analytic tools and services, which are sometimes offered by third parties, and which track, measure and/or generate information about a website's or program's traffic, sales,

audience and similar information, and which may be used for various reasons, such as, for example, statistical research, marketing research, content ratings research, and conversion tracking. Examples of the analytic tools and services which the Practice might use include Google Analytics and Taplytics. The Practice may also use other third-party analytic tools and services.

Please be advised that if you choose to block, reject, disable, delete or change the management settings for any or all of the aforementioned technologies and/or other tracking, data aggregation and data analysis technologies, then certain areas of the Site might not function properly.

By visiting, accessing or using the Site, you acknowledge and agree in each instance that you are giving the Practice permission to monitor or otherwise track your activities on the Site, and that the Practice may use the aforementioned technologies and/or other tracking, data aggregation and data analysis technologies.

4. USE OF INFORMATION COLLECTED.

The Practice may use the personal and/or non-personal information it collects from you through the Site in a variety of ways, such as, for example, to:

- Fulfill your requests;
- Process your payments;
- Facilitate your movement through the Site;
- Facilitate your use of the Site and/or their respective products and/or services;
- Send you communications like, for example, administrative emails, answers to your questions and updates about the Site;
- Provide you with information about the Practice and/or its businesses, products and services by letter, email, text, telephone or other forms of communication;
- Provide you with information about third-party businesses, products and services by letter, email, text, telephone or other forms of communication;
- Improve the Site and/or its content, features and/or services;
- Improve the products, services, marketing and/or promotional efforts of the Practice;
- Create new products, services, marketing and/or promotions for the Practice;
- Market the businesses, products and/or services of the Practice;

- Help personalize user experiences with the Site and/or its products and/or services;
- Analyze traffic to and through the Site;
- Analyze user behavior and activity on or through the Site;
- Conduct research and measurement activities for purposes of product and service research and development, advertising claim substantiation, market research, and other activities related to the Practice, the Site, and/or their respective products and/or services;
- Monitor the activities of you and others on or through the Site;
- Place and track orders for prescription drugs and other products on your behalf;
- Protect or enforce the Practice's rights and properties; and/or
- Protect or enforce the rights and properties of others (which may include you).

The Practice reserves the right to use your personal and non-personal information when:

- Required by applicable law, court order or other governmental authority (including, without limitation and by way of example only, in response to a subpoena or other legal process); or
- The Practice believes in good faith that such use is otherwise necessary or advisable (including, without limitation and by way of example only, to investigate, prevent, or take legal action against someone who may be causing injury to, interfering with, or threatening the rights, obligations or properties of the Practice, a user of the Site (which may include you), or anyone else who may be harmed by such activities or to further the Practice's legitimate business interests).

5. DISCLAIMER OF CCPA APPLICABILITY.

The Practice is not subject to regulation under the California Consumer Privacy Act of 2018 ("*CCPA*"). Therefore, even if you are a California resident and we may have personal information about you that is the type of the information subject to the *CCPA*, the *CCPA* is not applicable to the Practice or to our relationship with you.

6. SHARING OF INFORMATION COLLECTED.

The Practice reserves the right to share your personal information with the Practice's employees, agents, administrators, accountants, financial advisors and legal advisors; with the Practice's affiliates and their respective employees, agents, administrators, accountants, financial advisors and legal advisors; with the Practice's employed or contracted doctors, nurses and other providers, along with non-Practice providers who might also provide you with health- or healthcare-related services; with pharmacies or other vendors that may fill your prescription

drugs or other product orders; and with those third parties who help manage, administer, distribute and/or operate the Site and/or its products, services and/or features (e.g., web hosting companies, website administrators, support services companies), as needed in order for them to perform such services.

In certain cases, the Practice may be required to disclose personal information to investigate, prevent, or take action concerning: (1) legal requests; (2) the enforcement of our [Terms and Conditions](#); (3) the protection of our rights, property, or personal safety or the rights, property, or personal safety of our users and the public; (4) our exercise of legal rights; and (5) any other disclosure required by law.

The Practice does not limit the ways in which it may use or share non-personal information because non-personal information does not identify you. For example, the Practice may freely share non-personal information with its affiliates, suppliers and representatives, as well as with other individuals, businesses, and government entities.

You may choose to share certain information and/or follow other users on the Site. You may choose to share your contact information with other users or provide it publicly.

7. DATA RETENTION.

The Practice may retain your personal information and non-personal information for as long as it believes necessary; as long as necessary to comply with its legal obligations, resolve disputes and/or enforce its agreements; and/or as long as needed to provide you with the products and/or services of the Site and/or the Practice. The Practice may dispose of or delete any such personal information or non-personal information at any time, except as set forth in any other agreement or document executed by the Practice or as required by law. Notwithstanding the foregoing and for the avoidance of doubt, the Practice may not retain your personal information and non-personal information for any period of time longer than is permitted by applicable law.

8. THIRD PARTY APPLICATIONS AND NETWORKS.

The Site and/or any communications sent through or as a function of the Site may contain links to third-party websites, networks, platforms, servers and/or applications. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PRACTICE IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE THE PRACTICE FROM ANY AND ALL LIABILITY WHICH MAY ARISE FROM, SUCH THIRD PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS AND APPLICATIONS (INCLUDING, WITHOUT LIMITATION, THE PRIVACY POLICIES AND PRACTICES OF SUCH THIRD-PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS, AND APPLICATIONS).

You may have the opportunity to access the Site using your online user accounts with certain third-party websites, networks, platforms, servers or applications, which may be subject to separate privacy policies pertaining to those third-party websites, networks, platforms, servers or applications. The Practice may also collect information from those third-party websites, networks, platforms, servers or applications (such as, for example, your name, gender, date of

birth and personal interests, when you “like” or click links provided by or through those third-party websites, networks, platforms, servers, or applications and other information available through your online account or page with those third-party websites, networks, platforms, servers or applications). IT IS YOUR RESPONSIBILITY TO CAREFULLY READ, ACCEPT AND COMPLY WITH THE RELEVANT TERMS OF USE, WAIVERS, AND PRIVACY POLICIES ASSOCIATED WITH THOSE THIRD-PARTY WEBSITES, NETWORKS, PLATFORMS, SERVERS AND APPLICATIONS.

9. SECURITY.

The Practice implements security measures to help protect the personal information it collects through the Site. To the extent applicable, the Practice may also encrypt the transmission of information through the Site by using secure socket layer (SSL) technology.

REGARDLESS OF THE FOREGOING, PLEASE OBSERVE THAT “PERFECT” OR “100%” SECURITY DOES NOT EXIST ON THE INTERNET. THEREFORE, YOUR ACCESS AND USE OF THE SITE, AND YOUR OPENING OF ANY COMMUNICATIONS SENT THROUGH OR AS A FUNCTION OF THE SITE, ARE DONE AT YOUR OWN RISK.

To help maintain the security of your personal information, the Practice asks that you please notify it immediately of any unauthorized visit, access or use of the Site, or the loss or unauthorized use of your user access information for the Site (e.g., username or password).

10. RETENTION, REVIEW, AND CHANGE OF INFORMATION COLLECTED.

You may request at any time that the Practice provide you with an opportunity to review and change your personal information collected through the Site or to no longer use your personal information to provide you with any products or services. Please submit any such request (a “*Request Concerning Personal Information*”) to any one of the following:

By mail: Texas Radiology Associates, LLP, 1820 Preston Park Blvd, Suite 2400, Plano, Texas 75093, with a subject line of “Your Personal Information.”

By email: [notify@texasradiology.com] with a subject line of “Your Personal Information.”

For each Request Concerning Personal Information, please state “Your Personal Information” in the email or letter subject line, and clearly state the following in the body:

- a. The nature of your request;
- b. That the request is related to “Your Personal Information;”
- c. Your name, street address, city, state, zip code and email address; and
- d. Whether you prefer to receive a response to your request by mail or email.

If you send a Request Concerning Personal Information by mail, then please do so by U.S. Certified Mail, Return Receipt Requested to allow for confirmation of mailing, delivery and tracking. The Practice will not accept a Request Concerning Personal Information via telephone or facsimile. The Practice is not responsible for any Request Concerning Personal Information that is incomplete, incorrectly labeled, or incorrectly sent.

You are solely responsible for the accuracy and content of your personal information, and for keeping your personal information current and correct.

11. YOUR CALIFORNIA PRIVACY RIGHTS.

If you are a resident of the State of California and the Practice has an established business relationship with you, then, pursuant to Section 1798.83 of the California Civil Code, you have the right to request the following at any time: (a) information from the Practice, free of charge, regarding the manner in which the Practice shares certain personal information collected through the Site with third parties who use such information for direct marketing purposes; and (b) the discontinuation (or opt-out) of the Practice's sharing of such information with such third parties. Please submit any such request (a "*California Privacy Rights Request*") to any one of the following:

- By mail: Texas Radiology Associates, LLP, 1820 Preston Park Blvd, Suite 2400, Plano, Texas 75093, with a subject line of "Your California Privacy Rights."
- By email: [notify@texasradiology.com], with a subject line of "Your California Privacy Rights."

For each California Privacy Rights Request, please state "Your California Privacy Rights" in the email or letter subject line, and clearly state the following in the body:

- a. The nature of your request;
- b. That the request is related to "Your California Privacy Rights;"
- c. Your name, street address, city, state, zip code and email address; and
- d. Whether you prefer to receive a response to your request by mail or email.

If you send a California Privacy Rights Request by mail, then please do so by U.S. Certified Mail, Return Receipt Requested to allow for confirmation of mailing, delivery and tracking. The Practice will not accept a California Privacy Rights Request via telephone or fax; and is not responsible for a California Privacy Rights Request that is incomplete, incorrectly labeled or incorrectly sent.

You are solely responsible for the accuracy and content of your personal information, and for keeping your personal information current and correct.

Further, the Practice does not respond to “do not track” (DNT) signals.

Finally, as explained further above, the Practice does not authorize third parties to collect your personal information when you use the Site, except as expressly stated in this Privacy Policy. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PRACTICE IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE THE PRACTICE FROM ANY AND ALL LIABILITY WHICH MAY ARISE FROM, SUCH THIRD PARTIES’ UNAUTHORIZED COLLECTION OF YOUR PERSONAL INFORMATION.

12. IMPORTANT NOTICE TO NON-US RESIDENTS.

The Practice and the Site are operated in the United States. Please be aware that your Personal Information may be transferred to, processed, maintained and used on computers, servers and systems located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your country of origin. If you are located outside of the United States and choose to use the Site, you do so at your own risk.

13. MODIFICATIONS OF THIS PRIVACY POLICY.

THE PRACTICE MAY SUPPLEMENT, AMEND, OR OTHERWISE MODIFY THIS PRIVACY POLICY AT ANY TIME WITHOUT NOTICE TO YOU. SUCH SUPPLEMENTS, AMENDMENTS AND OTHER MODIFICATIONS WILL BE POSTED ON THIS OR A SIMILAR PAGE OF THE SITE AND SHALL BE DEEMED EFFECTIVE AS OF THEIR STATED EFFECTIVE OR MODIFICATION DATES. IT IS YOUR RESPONSIBILITY TO CAREFULLY REVIEW THIS PRIVACY POLICY EACH TIME YOU VISIT, ACCESS, OR USE THE SITE.

AGAIN, BY VISITING, ACCESSING OR USING THE SITE, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST RECENT VERSION OF THIS PRIVACY POLICY, AS WELL AS THE MOST RECENT VERSION OF THE SITE’S [TERMS OF USE](#), AND YOUR CONTINUING VISIT, ACCESS OR USE OF THE SITE REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE.

14. MERGERS, ACQUISITIONS, AND OTHER BUSINESS TRANSACTIONS.

The Practice may decide to sell, buy, merge, or otherwise reorganize its business. If that occurs, you will be notified via email or a prominent notice on our website of any ownership change and any changes in the use of your personal information. These types of transactions may involve the disclosure of personal information to prospective or actual purchasers, or receiving it from sellers. We seek appropriate protection for personal information in these types of transactions.

15. SEVERABILITY.

If any term or condition of this Privacy Policy is deemed invalid or unenforceable by a court of law with binding authority, then the remaining terms and conditions shall not be affected, and the

court shall reform the invalidated or unenforceable term or condition to the maximum extent permitted under the law and consistent with the intent of this Privacy Policy.

16. CONTACT US.

Please direct any questions you may have about this Privacy Policy or the Site to any one of the following:

By mail: Texas Radiology Associates, LLP, 1820 Preston Park Blvd, Suite 2400, Plano, Texas 75093, with a subject line of “Privacy Policy.”

By email: [notify@texasradiology.com], with a subject line of “Privacy Policy.”

The foregoing contact information may change from time-to-time by supplementation, amendment, or modification of this Privacy Policy.

17. MODIFICATION DATE.

This Privacy Policy was last modified on October 11, 2020.