



## Terms and Conditions of Use

The following policies govern the use of this web application (the “Service”) and describe how Orbita, Inc. (“Orbita”), in coordination with Orbita’s healthcare provider partners (“Provider Partners”), uses information collected by the Service. Orbita’s Provider Partners include hospitals, clinics, plans and educational institutions that provide the Service to their users as part of a specific care management and coordination program (“Program”).

For clarity, the Service covered under these policies also includes web applications provided under the company name **Wellbe, Inc.**, which was acquired by Orbita in August 2023.

**Please note that use of the Service constitutes acceptance of these Terms and Conditions of Use and an agreement to be bound by them.**

### Eligibility and Authority

The Service is available only to users that can form legally binding contracts under applicable law. By using the Service, you represent and warrant that you are (i) at least eighteen [18] years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

### Medical Advice Disclaimer

Content provided by the Service, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment or recommendations of any kind. You should always seek the advice of your qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. Orbita does not recommend or endorse any specific tests, physicians, products, procedures, opinions or other information that may be included with the Service. Reliance on any information provided by the Service, whether provided by Orbita, its content providers or other users of the Services, is solely at your own risk.

### Accounts

Use of the Services requires that you create an account (an “Account”). You represent and warrant that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If Orbita has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, Orbita

reserves the right, at its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password and, where applicable, payment method(s) and PIN. For security purposes, Orbita may require you to change your Account password periodically. You must notify Orbita immediately of any breach of security or unauthorized use of your Account. Orbita will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss Orbita or others incur caused by your Account, whether caused by you, or by an authorized person or by an unauthorized person.

### **Links to Other Web sites**

The Orbita Service may include links or references to other web sites; these are provided for your information and convenience only. Orbita does not control or endorse the content on these sites or warrant the accuracy of any of the content. In addition, these other web sites have their own privacy and security policies, which may differ from the policies of Orbita. Your use of any of these other web sites and any of their information, services, products and materials is solely at your own risk.

### **Limitation of Liability**

In no event shall Orbita or its partners, suppliers or vendors be liable to any party for any direct, indirect, special or other consequential damages arising out of any use of this web site or any web site to which our site links, including without limitation, any lost profits, business interruption, loss of programs or data on your equipment, or otherwise, even if we are expressly advised of the possibility or likelihood of such damages.

### **Copyright and Trademark**

All materials of this Service, including the design, layout, content, software code, and organization are owned and copyrighted by Orbita or its suppliers and are protected by U.S. and international copyright laws.

### **Use of Phone Numbers and Email Addresses**

The Service may require user phone numbers and email addresses for the purpose of 1) establishing the Account to log in to the Service and 2) communicating with users about the Service. The email address is used as the username for the Account and uniquely identifies the individual within the Service.

Email address and phone numbers are also required to receive communications, via email message or SMS text message, about the Service. This may include login support information, announcements about Service availability or downtime, and other news regarding the Service.

Orbita will not sell addresses, or share phone numbers or email addresses, with any other entity except where required by law.

## **Opting In and Out of Notifications**

By submitting your email address to the Service when requested, you give Orbita permission to contact you via email regarding the subject of your communication. Likewise, by providing your phone number to the Service when requested, you give Orbita permission to contact you via SMS text messaging regarding the subject of your communication.

If at any time you wish to unsubscribe from notifications, you may send an email to [support@orbitahealth.com](mailto:support@orbitahealth.com) and request to be taken off the list.

## **Security of Information Sent Through the Service**

The following information is sent securely, using a technology called secure socket layer (SSL) with 128-bit encryption, the standard for sending information securely on the Internet. The information is also stored securely once Orbita receives it:

- Information submitted to change an address using the form provided by the Service;
- Information submitted to register for an online account with Orbita allowing access to the Service (user eligibility verification, and authorization/referral status), using the form provided by the Service;
- Information received and transmitted in the process of using the Service;
- Reminders and communications associated with your use of the Service.

## **Users of Orbita Provider Partners Programs**

Orbita uses contact information for communication with users about the Services. Orbita may also use additional information (user eligibility verification, program use status, and authorization/referral status) required by Orbita Provider Partners to verify individuals as being associated with a Program.

## **Privacy of User Information Collected by the Service**

Orbita is committed to protecting the privacy of all users of the Services. We do not sell or release information obtained or collected through the Service, including email addresses, to anyone. Orbita collects contact information at the request of Orbita Provider Partners. We may additionally collect user contact information to fulfill requests and to update our records.

Orbita uses cookies to collect anonymous navigation information about users for the purpose of reporting on or improving our website. No sensitive information is stored in the cookies; this information cannot be used to personally identify an individual. All information is cleared from your computer when you log off the Service or close your browser. The type of information we collect may include:

- Date and time of visit to web site
- IP address (a unique number assigned to each server that accesses the Internet)
- Browser type (such as Internet Explorer or Mozilla Firefox)
- Platform type (such as Windows or Macintosh)
- Pages visited on this Web site
- Referring sites (including search engines used)
- Geographic location
- Internet service provider (such as AOL)

See Orbita's [Privacy Policy](#) for more information.

Orbita Provider Partner policies vary on the collection and use of PHI (Personal Health Information). For more information regarding the specifics of this Program's privacy policy please contact the Provider Partner directly.