Privacy Policy

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Dentally s, Inc, a Henry Schein One, LLC company Dentally and its affiliates (collectively, "Dentally," "our," "us," or "we") operate websites, provide products and services through mobile and other applications, and develop software. We refer to these as "site(s)," "service(s)," or "our sites and services."

This privacy policy applies to our sites and services on which we display or post a direct link to this privacy policy. This privacy policy does not apply to those sites and services that do not display or link to this privacy policy, or that have their own privacy policies. However, we often acquire new companies to expand our business. Some acquired companies may operate under their own privacy policies until we integrate their privacy practices with ours.

This privacy policy applies to all users of our sites and services and covers what information we collect and why we collect it, how we use the information we collect, and the choices you have to access and update that information. Please familiarize yourself with our practices and let us know if you have any questions. By using our sites and services, you expressly consent to our collection, use, disclosure, and retention of your personal information as described in this privacy policy. Each time you use our sites and services, the current version of this privacy policy will apply. If you do not agree to this privacy policy, please do not use our sites or services.

Data Controller and Contracting Parties

For the purposes of the General Data Protection Regulation 2016/679 (the "GDPR"), the Data Controller is Dentally s, Inc registered in the State of Nevada, United States of America with a registered address at 112 NORTH CURRY STREET, Carson City, NV, 89703, USA.

You can contact our Data Protection Officer by sending an email to privacy@henryscheinone.com or by writing to:

Dentally s, Inc

Attn: Legal Department

1220 South 630 East, Suite 100

American Fork, UT 84003

1. Personal Information that You Provide to Us

Personal information is information that can be used to identify, locate, or contact an individual, and includes other information that may be associated with personal information. When you interact with our sites and services, depending on the site or service, we may collect the following personal information directly from you

- Account or Registration Information where needed to use our sites and services, and may include your name, address, email address, telephone number, birthday, user account name, and password;
- 2. **Contact Information**, which generally includes your name, addresses, email addresses, social media website user account names, and/or telephone numbers:
- 3. **Payment Information** where needed to process payments and generally includes your credit or debit card number, expiration date, and card verification number;
- 4. Personal Profile or Service Information, which may include areas of interest, information from social media interactions (such as Facebook, Twitter, or Google+), preferences, physical characteristics (such as height, weight), photographs and, biographical, health information and/or demographic information (such as gender);
- Transaction Information, which may include information about how you interact
 with and use our sites and services, email, other communications, and
 applications, and how you interact with merchants, business partners, and
 service providers;

- 6. **Geographic Location Information** but only if your device transmits location data and/or your IP address and you have activated a location-enabled site or service:
- Job-Search-Related Information where needed for recruitment purposes and may include educational and employment background, driver's license number, and social security number;
- 8. **Survey Data** where needed for the functionality of certain services and generally includes survey questions and responses, and may allow you to import email addresses and names in order to send surveys or to allow us to send surveys on your behalf;
- 9. Medical Information, where needed for the functionality of certain services, such as to connect you with your healthcare provider, and may include your medical history, present symptoms, future conditions or treatments, insurance carrier and plan, and any other medical and health information you or your healthcare provider choose to provide to us;
- 10. Appointment Information, where needed to schedule an appointment or consultation through our online appointment or consultation services and may include the requested appointment information, which may be linked with health or legal information that you choose to provide to us;
- 11. Access to Your Data, but only if you use certain services, interactive tools, or authorize us to retrieve information from another database, user, or other third party on your behalf, such as integrating a practice management system with your services;
- 12. **Your Submissions**, which generally includes information you voluntarily provide through free form text boxes, forums, document upload, or data retrieval or import;

In each of the above instances, you will know what personal information we collect through our sites and services because you voluntarily and directly provide it to us.

2. Other Information We Automatically Collect through Cookies and Other Technologies

We or our third-party service providers may collect and store certain technical information when you use our sites and services. For example, our servers receive and automatically collect information about your computer and browser, including, for instance, your IP address, browser type, domain name from which you accessed the site or service, device size and other software or hardware information. If you access our sites and services from a mobile or other device, we may collect a unique device identifier assigned to that device (UDID), type of device, general GPS location, or other transactional information for that device in order to serve content to it and to improve your experience in using the sites or services.

In addition, we or our third-party service providers may collect information about how you use our sites, including but not limited to, the date and time you visit the sites, the areas or pages of the sites that you visit, the amount of time you spend viewing the sites, the number of times you return to the sites, visits to sites outside our network, preferred language, and other click-stream data.

2.1 Cookies and Other Tracking Technologies

We or our third-party service providers may use cookies and other tracking technologies (including browser cookies, pixels, beacons, mobile application identifiers, and Adobe Flash technology) to help us recognize you across different sites and services, improve your experience, increase security, measure use and effectiveness of our services, and serve advertising. You can control cookies through your browser settings and other tools. For more information about our use of cookies, please read our Cookie Policy.

By visiting our sites and services, you consent to the placement of cookies and beacons in your browser and HTML-based emails in accordance with this privacy policy and our Cookie Policy.

To provide you with certain personalization and advertising services described herein, when you use our Sites, we may share information that we may collect from you, such as your email address (in hashed form), IP address or information about your browser or operating system, with our service provider, LiveRamp Inc. and its affiliates, which may in turn link demographic or interest-based information to your browser. To opt out of this use, visit https://liveramp.com/opt out/.

2.2 Do Not Track

You can opt-out of being targeted by certain third-party advertising companies online by visiting the following third-party websites: Network Advertising Initiative, and/or Digital Advertising Alliance

We currently do not respond to "Do Not Track" browser signals. Accordingly, your navigation on our sites and services may be tracked as part of our efforts to gather user information described above. If you arrive at our sites and services by way of a link from a third-party site that does respond to "Do Not Track" browser signals, such "Do Not Track" browser signal recognition will end as soon as you reach our sites and services.

3. Our Legal Bases for Processing

We will only collect and process personal information, including sharing it with third parties, where we have a legal basis for such collection and processing. We rely on a number of legal bases, including:

- 1. our legitimate interests in providing and improving our sites and services;
- 2. our legitimate interests in keeping our sites and services safe and secure;
- our third party service providers' legitimate interests as described in "Other Information We Automatically Collect Through Cookies and Other Technologies" above;
- 4. your consent to the processing of your personal information, which you can revoke at any time;
- where the processing of personal information is necessary for the performance of a contract to which you are a party to, such as our <u>Terms of Use</u>, Service Agreement, and License Agreement;
- where the processing of your personal information is required to protect your vital interests or those of another person, such as other users of our sites and services;
- 7. where the processing of personal information is necessary to comply with a legal obligation such as a law, regulation, search warrant, subpoena, or court order.

4. How We Use Personal Information

4.1 Personal Information that You Provide to Us

We may use the personal information that you provide in one or more of the following ways:

- 1. to carry out our obligations arising from your purchase of, or subscription to, our services or any other contract entered into between you and us;
- 2. to enable site features such as geographically specific pricing or logging, and retrieving and providing analysis of data;
- 3. to send you important notices, such as communications about changes to your account, and our sites' and services' terms, conditions, or policies;
- to process payments and to send you emails, invoices, receipts, notices of delinquency, alerting you if we need different or updated payment card information or other communications in connection with processing and collecting payments;
- to verify the information you provide through our sites and services, including income and employment information, in connection with a loan request sent through our sites and services;
- 6. to retain your loan request for the length of time determined by us or by applicable law;
- to solicit input and feedback to improve our sites and services and customize your user experience;
- 8. to enable you to communicate with other site or service users via private messaging or other service specific communication channels;
- 9. to contact you via email, telephone, text or chat in a manner required by law;
- 10. to meet contractual obligations;
- 11. to send you reminders, technical notices, updates, security alerts, support and administrative messages, and service bulletins;
- 12. to inform you about new products or promotional offers, or other opportunities which we feel will be of interest to you, and to provide advertisements to you through our sites, email messages, text messages, applications, or other methods of communication:
- 13. to manage our sites' and services' administration, forum management, or fulfillment;

- 14. to provide customer service and technical support;
- 15. to administer surveys, sweepstakes, giveaways, contests, or similar promotions or events sponsored by us or our partners;
- 16. to prevent fraud or potentially illegal activities, enforce our sites' <u>Terms of Use</u>, or to comply with applicable law;
- 17. for internal purposes such as auditing, data analysis, and research to improve our products, services, and communications;
- 18. to allow you to apply for a job or sign-up for special offers from third parties through our sites and services;
- 19. to help you contact or schedule an appointment with a healthcare provider or a legal professional listed in one of our directories and to remind you of upcoming or follow-up appointments;
- 20. to perform services in conjunction with interactive tools, such as integrating practice management systems, making a referral, sending a prescription to a pharmacy, or sending a test to a clinical laboratory; and
- 21. to run (or authorize third parties to run) statistical research on individual or aggregate trends.

In addition to the uses described above, we may use personal information that we collect for other purposes that are disclosed to you at the time we collect the information, or with your consent.

4.2 Other Information We Automatically Collect Through Cookies and Other Technologies

We may use information collected from you through cookies and other tracking technologies in one or more of the following ways:

- 1. to remember you when you return to our sites;
- 2. to understand and analyze trends, to monitor usage, and learn about user behavior:
- 3. to gather demographic information about our user base as a whole;
- 4. to customize ads, content, or offers on our sites and services; and

to conduct market research and measurement in order to improve our sites, content, and services and to make our sites, content, and services more useful for users.

5. Sharing Personal and Non-Personal Information

We may share your personal information with third parties in the following circumstances:

- 1. when we engage third parties to perform services on our behalf, such services include maintenance, hosting, data storage, security, analytics and data analysis, payment processing, marketing, email and text message distribution, customer service, and surveys and sweepstakes;
- 2. when you communicate with us by email, submit an online form through our sites and services, request a quote or information, request financing, purchase a product or service, or otherwise submit a request through our sites and services, the personal information you provide may be shared with third parties to process or respond to your request, provide you with the products or services you requested, or complete a transaction, including a third party broker, aggregator, or other referral service to share and/or sell your information to a lender, dealer, or other financial institution in connection with your online request.
- 3. when you schedule an appointment with a healthcare provider or legal professional, we may share your contact data, insurance data, and medical data with such healthcare provider or legal professional;
- 4. where necessary to operate our sites and services, your personal information and the contents of all of your online communications on or through our sites and services may be accessed and monitored:
 - 1. to satisfy any applicable laws or regulations,
 - 2. to defend ourselves in litigation or a regulatory action,
 - in order to protect the rights or property of Dentally and our subsidiaries and corporate affiliates, including to enforce our sites' or services' <u>Terms</u> of Use.

- 4. when we have a good faith belief that we are required to disclose the information in response to legal process (for example, a subpoena, court order, or search warrant),
- where we believe our sites and services are being used in the commission of a crime, including to report such criminal activity or to exchange information with other companies and organizations for the purposes of fraud protection and risk management, and
- 6. when we have a good faith belief that there is an emergency that poses a threat to the health and/or safety of you, another person, or the public generally;
- 5. in the event of a merger, acquisition, debt financing, restructure, sale of Dentally' assets by or with another company, or a similar corporate transaction, we may need to disclose and transfer all information about you, including personal information, to the successor company;
- 6. we may share information about you with Dentally' subsidiaries and affiliates and companies acquired by or merged with Dentally and its affiliates, including without limitation, to enable such acquired or merged companies to advertise to you products and services in which you may be interested.
- 7. when you register to use a service co-branded by Dentally and other companies with which we partner, we may share the personal information you provide with such companies; in this instance, both our privacy policy and the partner's privacy policy will apply;

We may share personal information about you for any other purpose(s) disclosed to you at the time we collect your information or with your consent.

Non-personal information may be shared with our partners who referred you to our site(s) and who may use the data for their market research and measurement purpose. User information may also be shared with our partners who help us deliver ads to you on websites not controlled by us; for instance, when we put a pixel on a conversion page on our site and a marketing partner uses that pixel to optimize the traffic that they send to us.

6. User Generated Content, Online Communities and Forums, Profiles, Surveys, Reviews and Ratings

You may choose to publicly disclose personal information about yourself and others in the course of (i) contributing user generated content (for instance articles, blogs, surveys, reviews, ratings, or podcasts), (ii) communicating with others in our online forums, communities, or chat rooms, (iii) creating user profiles for public view, or (iv) posting images, photos, or videos. Be aware, information that you voluntarily disclose in any of these areas of our sites or services is unencrypted, public information and, therefore, there can be no expectation of privacy or confidentiality, except if the terms of use of the site or service specifically limit use of the content (for example, we may let you know how such survey and rating responses will be used and if anonymity is an option). Any personal information you submit in the course of interacting in these public activities can be read, collected, or used by other users. Prior to posting in these areas, we encourage you to read the specific site's or service's terms of use, as we are not responsible for the personal information you choose to make public in any of these areas and strongly recommend against sharing any personal health or other sensitive information that could directly or indirectly be traced to any individual, including yourself.

7. Accessing and Updating Personal Information

We encourage you to keep your personal information up-to-date and accurate. The methods for accessing, viewing, correcting, and deleting your personal information will depend on which sites or services you use and their features. You have several choices; for instance:

- 1. to view and change the personal information that you directly provided to us, you can return to the web page on our site where you originally submitted the data and follow the instructions on that web page;
- 2. to correct or update your account information, you can log into the site or service where you are registered and navigate to your account;
- to close your account, you can log into the site or service where you are registered and navigate to your account;

- 4. to change your email preferences, you can visit the email preferences page for the relevant site or follow the opt-out or unsubscribe instructions included in each email (for more information about email preferences, please see "Email and Other Communications" below); or
- 5. to access, change, or remove your protected health information, please see the "HIPAA" section below.

You can also manage certain aspects of information collection and use, including disabling geo-location, by going to the settings of your mobile device and reviewing the permissions of each application.

If you have questions about your options, please email privacy@henryscheinone.com. Protecting your privacy and security is important and we also take reasonable steps to verify your identity before granting access to your data.

Please be aware that certain records and information will be retained for specific purposes such as legal, payment, accounting, technical, dispute resolution, enforcement of our sites' and services' Terms of Use, or customer service. If you have posted comments or user generated content on our site, we may not be able to delete it. Further, we take no responsibility for removing or editing any of your public activities or any submissions or content that is a result of your public activities. We may reject requests that are unreasonably repetitive or impractical, require disproportionate technical effort, or risk the privacy of others.

8. Storing Personal Information

We retain your personal information while your account is active or as needed to provide you services. Additionally, we may retain personal information even after your account has been closed if retention is reasonably necessary to comply with our legal or regulatory obligations, resolve disputes, prevent fraud and abuse, enforce our Terms of Use or any other contract entered into between you and us, or if it is not technically feasible to delete your personal information.

9. Email and Other Communications

Our sites and services may allow us or other users to communicate with you or other users through our in-product instant messaging services, service-branded emails, SMS, and other electronic communication channels.

9.1 Text Messaging

Opt-In Messages. We may make available text messaging services through which you can receive messages from us and send messages to us on your mobile phone, which will be governed by the text messaging terms and conditions for the applicable service. You will receive a text message from us after opting into the text messaging service by sending a message to us from your mobile phone or signing up through our site(s) or a third party website. If you sign up for the text messaging services, you consent to the use of an automatic dialing system to deliver text messages to the mobile phone number which you have provided for the transmission of these text messages. We will use the information we obtain in connection with the text messaging services in accordance with this Privacy Policy. Your consent to receiving text messaging from us is not a condition of purchase. The number of text messages you receive will be based upon the text messaging service(s) you sign up for. The text messaging services may not be compatible with all mobile phone devices.

9.2 Opting Out of Requested Communications

Requested communications include, for instance, email newsletters and software updates that may be expressly requested by you or which you consented to receive. After you request such communications, you may "opt-out" of receiving them by using one of the following methods:

- 1. selecting the email "opt-out" or "unsubscribe" link, or following the opt-out instructions included in each email communication;
- 2. returning to the web page(s) where you originally registered your preferences and following the opt-out instructions; or
- 3. emailing privacy@henryscheinone.com

9.3 Opting Out of Transactional or Relationship Communications

Communications that are sent by or on behalf of a user are indicated as being from that user. Communications that are sent by us are indicated as being from us or one of our account or support specialists. Either type of communication may be "real time" communications or communications triggered automatically upon the occurrence of certain events or dates, such as appointment reminders. Email communications received from users and our administrative announcements are often transactional or relationship messages, such as appointment requests, reminders, and cancellations. You may not be able to opt-out of receiving certain email messages, although our services may provide a means to modify the frequency of receiving them.

9.4 Opting Out of General or Promotional Communications

General communications provide information about products, services, and/or support and may include special offers, new product information, or invitations to participate in market research. You may opt-out of receiving these general communications by using one of the following methods:

- 1. selecting the email "opt-out" or "unsubscribe" link, or following the opt-out instructions included in each email communication; or
- 2. emailing privacy@henryscheinone.com

10. Protecting Personal and Protected Health Information

To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of the information we collect, we deploy a wide range of technical, physical, and administrative safeguards, including: Transport Layer Security (TLS), firewalls, system alerts, and other information system security technologies; housing health data in secure facilities that restrict physical and network access; and regular evaluation and enhancement of our information technology systems, facilities, and information collection, storage, and processing practices. We use reasonable and appropriate administrative, physical, technical, and data security procedures and controls to safeguard your personal and protected health information against unauthorized access, disclosure, loss, misuse, and alteration. Under applicable law, we are required to apply reasonable and appropriate measures to safeguard the confidentiality, integrity and availability of Protected Health Information ("PHI"), as such term is defined by the

Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act (collectively referred to herein as HIPAA), residing on and processed by our sites and services.

We use third-party service providers to manage credit card and payment processing. These service providers are not permitted to store, retain, or use billing Information except for the sole purpose of credit card and payment processing on our behalf. When you enter payment information to be processed by our third party service providers, we encrypt the transmission of that information using transport layer security (TLS) technology and do not store it on our systems.

It is important to remember, however, that no system can guarantee 100% security at all times. Accordingly, we cannot guarantee the security of information stored on or transmitted to or from our services. We cannot assume responsibility or liability for unauthorized access to our servers and systems. When disclosing any personal or protected health information, you should remain mindful of the fact that it is potentially accessible to the public and, consequently, can be collected and used by others without your consent. Accordingly, you should carefully consider if you want to submit sensitive information that you would not want disclosed to the public and should recognize that your use of the Internet and our sites and services is solely at your risk. You are ultimately responsible for maintaining the secrecy for all your personal information, including your protected health information. Except as provided in a Business Associate Agreement between us and a healthcare provider, we have no responsibility or liability to anyone for the security of your personal or protected health information transmitted via the Internet.

11. Linked Websites and Services

Our sites and services may link to other sites or services operated by our affiliates or third parties, and may carry advertisements or offer content, functionality, newsletters, contests or sweepstakes, or applications developed and maintained by third parties. We do not exercise control over third party sites or services. We are not responsible for the privacy practices of any such third parties. Once you leave our sites or services via a link, enable a third-party service, or click an advertisement, you should check the applicable privacy policy of the third-party's site or service. The fact that we link to a

website or present a banner ad or other type of advertisement is not an endorsement, authorization, or representation of our affiliation with that third party nor is it an endorsement of their privacy or information security policies or practices.

We may also provide social media features on our sites and services that enable you to share personal information with your social network(s) and to interact with our sites and services. Depending on the features, your use of these features may result in the collection or sharing of personal information about you. We encourage you to review the privacy policies and settings on the social media site(s) with which you interact.

12. HIPAA

Our sites and services may collect, disclose, use, and store PHI that you submit to your healthcare provider or that your healthcare provider submits to us. Our collection, disclosure, use, and storage of PHI, is governed by HIPAA.

12.1 Use and Disclosure of Your Protected Health Information

When you use certain services (for example, appointment request) the PHI that you submit is used and disclosed by us as a Business Associate, as defined by HIPAA, according to the terms of the Business Associate Agreement between us and your healthcare provider. Accordingly, we may only use and disclose your PHI on behalf of, or to provide services to, your healthcare provider according to the terms of the Business Associate Agreement. There are exceptions to this use and disclosure restriction. Under such exceptions, we may use and disclose your PHI (i) for our internal management and administration; (ii) to carry out our legal obligations; and (iii) to perform data aggregation services for your healthcare provider and other healthcare providers; provided that, any disclosures for our internal management and administration or to carry out our legal obligations are either required by law or made after we obtain reasonable assurances from the party to whom the PHI is disclosed that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to such party.

We may subcontract some of our services. In doing so, we require our subcontractors to comply with the same terms and conditions for PHI that apply to us as a Business Associate.

As a Business Associate, we may be permitted to de-identify your PHI. We de-identify PHI in accordance with the criteria prescribed by HIPAA. We may use and disclose any such de-identified information in the same manner as personal information under this privacy policy.

This section does not provide you with any right under this privacy policy, HIPAA, or any other law or regulation.

12.2 How to Access, Change, or Remove Your PHI

Subject to certain exceptions, HIPAA establishes rights with respect to your PHI. These rights generally include the right to restrict the uses and disclosures of your PHI, the right to access and receive a copy of your PHI, the right to amend your PHI, and the right to receive an accounting of the disclosures of your PHI. If you wish to exercise any of these rights, please contact your healthcare provider.

Please note that you are not entitled to review the content of another user's account. Accordingly, if you have used our sites and services to share personal information with another user or third-party, you may not be entitled to access, update, or delete the information that you shared. Further, please note that other users may submit information that identifies you, and you may not be entitled to access, update, or delete that information. In either case, certain users, such as healthcare providers, may be required by HIPAA and other applicable laws or regulations to retain such information for extended periods of time.

Most of our Business Associate Agreements require us and our subcontractors to either return or destroy PHI received or created pursuant to the business associate relationship upon the termination of the Business Associate Agreement. Accordingly, if the Business Associate Agreement between us and your healthcare provider has been terminated, then any PHI that you submitted to our sites and services, or otherwise maintained by us or a subcontractor in connection with our sites and services, will be returned to the healthcare provider or destroyed by us or such subcontractor.

13. Children's and Minor's Privacy

Children under the age of 13 are not permitted to use our sites and services. We do not knowingly collect personal information from children under the age of 13 or utilize plugins or ad networks that collect personal information through child-directed third-party websites or online services. If we learn that we have collected personal information from a child under 13, we will take steps to promptly delete such information.

Our sites and services generally require users to be at least 18 years of age. Unless our sites and services contain the "Privacy Rights for California Minors in the Digital World" supplemental terms, our sites and services do not collect age from users under 18. Without limiting the generality of the foregoing, our services may allow users above the age of 18 (such as healthcare providers, parents, and guardians) to submit personal information of minors. Such users assume full responsibility over their submission, use, and transmission of such information.

14. International Users

We are headquartered in the United States. Our sites and services are intended for users in the United States and hosted and administrated in the United States or hosted with cloud service providers who are headquartered in the United States and in other countries. If you are located outside the United States, be aware that information you provide to us or that we obtain as a result of your use of our sites and services may be processed in, transferred to, and stored in the United States and in any other countries from where our cloud service providers operate. Please be aware that the privacy laws and standards in certain countries may differ from those that apply in the country in which you reside. By using our sites and services or providing us with your information, you consent to the transfer of your information for processing and storage to the United States and any other country from where our cloud service providers operate.

15. Privacy Rights

This section is provided to comply with the requirements of certain applicable U.S. data privacy laws and regulations, including the California Consumer Protection Act and the amending California Privacy Rights Act, as well as the Virginia Consumer Data Protection Act (collectively, "Applicable Data Privacy Laws"). This section applies solely

to our users who are residents of U.S. states, commonwealths or territories with Applicable Data Privacy Laws.

15.1 Information We Collect

Within the last twelve (12) months, we have or may have collected the following categories of information from our users and/or consumers:

- identifiers, such as a name, alias, postal address, unique personal identifier, online identifier, IP address, email address, account name, Social Security number, driver's license number, or other similar identifiers;
- 2. personal information listed under Cal. Civ. Code § 1798.80(e);
- 3. characteristics of protected classifications under California or federal law;
- commercial information, such as records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies;
- 5. biometric information:
- 6. internet or other similar network activity, such as browsing history, search history, information regarding your interaction with a website, application, or advertisement;
- 7. geolocation data;
- 8. professional or employment-related information; and
- 9. inferences drawn from any of the information identified in this section to create a profile about users reflecting user preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes. Profiles are not used in furtherance of "decisions that produce legal or similarly significant effects," as that term is defined by the Virginia Consumer Data Protection Act ("VCDPA").
- 10. Sensitive Personal Information, as described below in Section 15.2.

15.2 Sensitive Personal Information

Sensitive personal information may include (1) personal information that reveals (A) a social security, driver's license, state identification card, or passport number; (B)

account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; (C) precise geolocation; (D) racial or ethnic origin, immigration status, religious or philosophical beliefs, or union membership; (E) the contents of mail, email, and text messages except where we are the intended recipient of the communication; (F) genetic data; (2) the processing of biometric or genetic information for the purpose of uniquely identifying a consumer; (3) personal information collected and analyzed concerning a consumer's health or diagnosis; (4) personal information collected and analyzed concerning a consumer's sex life or sexual orientation; and (5) personal information collected from a known child.

We may collect and store certain categories of sensitive personal information (e.g., account log-in, precise geolocation) in order to provide the services to you, for short-term, transient use based on your interactions with our sites, and otherwise with your consent.

On some sites, we may store certain health information that you provide to us. Such information is only used to provide such services to you.

15.3 Categories of Sources from Which Information is Collected

We obtain the categories of personal information listed above from the following categories of sources:

- 1. directly from users, such as you, as described above under "Personal Information that You Provide to Us";
- indirectly from other users of our sites and services;
- 3. indirectly from third-parties that interact with us in connection with the services that we perform; and

 directly and indirectly through cookies and other technologies, as described above under "Other Information We Automatically Collect through Cookies and Other Technologies."

15.4 <u>Using and Sharing of Personal Information</u>

The personal information described in the categories above may be used for the business purposes listed above under "How We Use Personal Information."

We disclose your personal information for a business purpose to the following categories of third parties: (a) service providers and (b) third parties to whom you authorize or direct us to disclose your personal information in connection with our sites and services. In the preceding twelve (12) months, we have disclosed the personal information described in the categories above for the business purposes listed above under "Sharing Personal and Non-Personal Information." We also may share personal information about you for any other purpose(s) disclosed to you at the time we collect your information or with your consent.

15.5 Personal Information "Sold" or "Shared" with Third Parties

We may share information that we have about you, such as a cookie ID or IP address, with third-party marketing partners who may use this information, on our behalf, to help us deliver advertising on our sites as well as on third-party websites.

In the preceding twelve (12) months, we have made available personal information included in the categories described above to third-parties, including our third-party marketing partners to deliver advertising. For more information about our use of cookies and other tracking technologies, please read our Cookie Policy.

We do not sell or share the personal information of consumers that we know are minors under 16 years of age without affirmative authorization as required under Applicable Data Privacy Laws

We do not "sell" or "share" your sensitive personal information.

15.6 Retention of Personal Information

We may retain your personal information as necessary to provide services to you and to carry out the purposes described in this policy. Additionally, we may retain personal information collected from you if retention is reasonably necessary to comply with legal or regulatory obligations, resolve disputes, prevent fraud and abuse, or for another business purpose.

15.7 Your Access and Deletion Rights under Applicable Data Privacy Laws

Under Applicable Data Privacy Laws, you have the right to request the following:

- 1. You may request, up to two (2) times each year, that we disclose to you certain information to you about our collection and use of your personal information over the past 12 months or beyond the 12-month period on or after January 1, 2022. Once we receive and confirm your verifiable consumer request, we will disclose to you the: (i) categories and specific pieces of personal information that we have collected about you; (ii) categories of sources from which your personal information is collected; (iii) business or commercial purpose for collecting your personal information; (iv) categories of personal information that we disclosed for a business purpose; (v) categories of personal information that we sold or shared about you; (vi) categories of third-parties with whom we have disclosed your personal information; and (vii) business or commercial purpose for selling or sharing your personal information.
- 2. Subject to certain exceptions and up to two (2) times each year, you may request that we delete any of your personal information that we collected from you. Once we receive and verify your consumer request for deletion, we will delete (and direct our service providers to delete) such personal information from our records, unless an exception applies.

15.8 Exercising Your Access and Deletion Rights under Applicable Data Privacy Laws

To exercise the access and deletion rights described above, or appeal the denial of a decision with regard to a previous request, please submit a request to us by either:

- 1. sending an email to privacy@henryscheinone.com; or
- 2. clicking here.

You will be asked to provide certain identifying information, such as your name, email, and residency. You will also be asked to validate your request by clicking a validation link in an email that will be sent to the email address you provided. While processing your request, we may ask you to provide further verifying documentation, such as proof of residency and identity. We will only use personal information provided in a request to verify the requestor's identity or authority to make the request.

Your request must: (i) provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or that you have authority to make the request; and (ii) describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child. If you are making a request through an authorized agent acting on your behalf, such authorized agent must provide proof of written authorization to do so, and you must verify your identity directly with us, unless such authorized agent provides proof of a power of attorney pursuant to Probate Code sections 4000 to 4465.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

- complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- prevent, detect and investigate security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

- debug products to identify and repair errors that impair existing intended functionality.
- exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- comply with a legal obligation.
- make other internal and lawful uses of that information that are compatible with the context in which you provided it.

15.9 Right to Correct your Inaccurate Personal Information

You have the right to request that we correct any inaccurate personal information about you, taking into account the nature of the personal information and the purposes of processing your personal information. Once we receive and verify your consumer request, we will use commercially reasonable efforts to correct (and direct our service providers to correct) your inaccurate personal information from our records, unless it is impossible or involves a disproportionate effort.

15.10 Opting-out of the Sale or Sharing of your Personal Information

Subject to certain exclusions under Applicable Data Privacy Laws, you have the right to opt-out of the "sale" or "share" of your personal information. Once we receive your request, we will not sell or share your personal information, unless an exclusion applies.

To opt-out of the sale of your personal information that we collect through cookies and other technologies, please read our Cookie Policy.

To opt-out of the sale of your personal information that we collected directly from you or other third-parties, please submit a request to us by either:

- 1. sending an email to privacy@henryscheinone.com; or
- 2. clicking here.

We may deny your request to opt-out if we have a good-faith, reasonable, and documented belief that the request is fraudulent. We may request that you authorize the sale or sharing of your personal information after 12 months following your opt-out.

The Applicable Data Privacy Laws exclude certain transfers of your personal information from what constitutes a sale or sharing thereof:

- 1. As directed by you:
 - a. When you direct us to intentionally disclose your personal information or use the Services to intentionally interact with us or a third party (provided that third party does not sell or share your personal information, unless that disclosure would be consistent with the Applicable Data Privacy Laws).
- 2. Opt-out signal:
 - a. We may share an identifier for you if you have opted out of the sale or sharing of your personal information for the purposes of alerting third parties of your election.
- 3. Service provider:
 - a. We may share your personal information with a service provider that is necessary to perform a business purpose as described above if both of the following conditions are met:
 - i. We provide notice of your opt-out right as described herein
 - ii. The service provider does not further collect, sell, share or use the personal information of the consumer except as necessary to perform the business purpose.

15.11 Exercising your opt-out right

You may exercise your opt-out right by visiting our website and selecting your preferences within the cookie banner at the bottom of the page, as well as by clicking the "Do Not Sell or Share My Personal Information" or "Manage Preferences" link in the footer. You may also exercise your opt-out right by enabling an opt-out preference signal as part of your security or privacy settings (where available) in your device or internet browser. Our website will automatically read such signals and comply with your preferences.

15.12 Non-Discrimination

We will not discriminate against you for exercising any of your rights under Applicable Data Privacy Laws. Accordingly, and unless permitted by the Applicable Data Privacy Laws, we will not:

- 1. deny you goods or services;
- 2. charge you different prices or rates for goods or services, including through the use of discounts or by imposing penalties;
- 3. provide you a different level or quality of goods or services; or
- 4. suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

We may charge a different price or rate or provide a different level of service if the difference is reasonably related to the value provided by your personal information.

15.13 Other Applicable Privacy Laws

Section 1798.83 of the California Civil Code requires select businesses to disclose policies relating to the sharing of certain categories of your personal information with third parties. If you reside in California and you have provided us with your personal information, you may request information about our disclosures of certain categories of your personal information to third parties for direct marketing purposes. To make such a request, email us at privacy@henryscheinone.com with "California Privacy Rights" in the subject line and allow 30 days for a response. We will not accept requests via the

telephone, mail, or by facsimile, and we are not responsible for notices that are not labeled or sent properly, or that do not have complete information.

In accordance with Section 22581 of the California Business and Professions Code if you are a California resident under the age of 18, you may request and obtain the removal of content or information you have publicly posted. To make such a request, please email us at privacy@henryscheinone.com with "California Privacy Rights" in the subject line. Please specify the site(s) or service(s) to which your removal request relates, including any URLs where the content or information is posted, and the specific content or information you posted for which you are requesting removal. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal even if requested.

FOR RESIDENTS OF NEVADA ONLY. In accordance with SB 220, Nevada consumers may opt-out of the sale of their personal information to third parties. If you reside in Nevada and you have provided us with your personal information, you may choose to opt-out of the sale of such personal information by emailing us at privacy@henryscheinone.com with "Nevada Privacy Right" in the subject line. We may request for additional information from you in order to verify your identity and/or the authenticity of your request.

16. EU Privacy Rights

FOR RESIDENTS OF THE EUROPEAN UNION ONLY. Under European data protection law, in certain circumstances, you have the right to:

- 1. request access to your personal information;
- 2. request correction of your personal information;
- 3. request erasure of your personal information;
- 4. object to processing of your personal information;
- 5. request restriction of processing your personal information;
- 6. request transfer of your personal information; and
- 7. withdraw your consent.

In addition, you have the right to ask us not to process your personal information for marketing purposes. We will usually inform you (before collecting your personal information) if we intend to use your personal information for such purposes or if we intend to disclose your information to any third party for such purposes.

You can exercise any of these rights by sending an email to privacy@henryscheinone.com with "EU Privacy Rights" in the subject line. If you believe that we have not complied with its obligations under this Privacy Policy or European law, you have the right to make a complaint to an EU Data Protection Authority.

17. Contacting Us

If you have any questions or concerns about this privacy policy or our practices you can send an email to privacy@henryscheinone.com or write to us at Dentally s, Inc, Privacy Office, 1220 South 630 East, Suite 100, American Fork, UT 84003. Please be sure to identify the specific website, software, or service about which you have a question or concern and how we can contact you.

18. Changes to This Privacy Policy

We may revise this privacy policy from time to time and, if we do, we will update it on this page and modify the "Last Updated" date. If our information practices change in a significant way, you will be provided notice by means of notice on our sites or otherwise in writing. Because our privacy policy can change at any time, we encourage you to reread it periodically to see if there have been any changes that affect you. If you disagree with any changes to this privacy policy and do not wish your information to be subject to the revised privacy policy, you will need to deactivate your account or terminate your services. Your use of our sites and services following any such change constitutes your agreement that all information collected from or about you through our sites and services after the revised privacy policy is posted will be subject to the terms of the revised privacy policy.

Last Updated: [TBD]