



Privacy Policy

Effective: May 15, 2017

Introduction

Our mission is to drive better and more affordable healthcare through innovative software and information solutions for providers throughout the care continuum, their patients, and health researchers. Our solutions include our electronic health record, patient health records software, medical organizations health records software, our care coordination, and clinical data transmission services. Health Gorilla is dedicated to protecting the privacy of the users of any of our products or services and of the individuals whose health information is stored or transmitted by our system. The Health Gorilla Clinical Network is developed for the highest levels of security and performance.

This Privacy Policy (this “Policy”) applies to the software and information services we offer through our website located at www.healthgorilla.com, our cloud-based electronic health record and medical organizations management solutions, and web-enabled emails and in-app notifications sent as part of, in connection with, or relating to such software and information services (collectively, our “Services”). This Policy does not apply to any other services.

Maintaining your trust is important to us, and we strongly encourage you to read this Policy in full.

The purpose of this Policy is to describe how we and our partners collect, use, and share information about you. This Policy may incidentally describe how our Services gather and use information about other individuals or information about you that may be submitted by another user. This Privacy Policy, however, only applies to how we and our partners collect, use, and share information about you with respect to the Services covered by our [Health Gorilla Terms of Use](#) or our [Healthcare Provider User Agreement \(“User Agreement”\)](#), and not to any other service we may offer to any other individual or customer.

Some of our users – such as healthcare providers – are subject to laws and regulations governing the use and disclosure of health information they create or receive, including the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, together with the regulations adopted thereunder (“HIPAA”). When we store, process or transmit “individually identifiable health information” (as defined by HIPAA) on behalf of a healthcare provider who has entered into a [Healthcare Provider User Agreement](#), we do so as its “business associate” (as also defined by HIPAA). Under this agreement, we cannot use or disclose individually identifiable health information in a way that the provider itself may not. We are also required to, among other things, apply reasonable and appropriate



measures to safeguard the confidentiality, integrity, and availability of the individually identifiable health information we store and process on behalf of such providers. For the purpose of this Policy, the term “healthcare provider” means any user who is a “health care provider” (as defined by HIPAA) or any user who is a member of such health care provider’s “workforce” (as also defined by HIPAA). For additional information regarding our business associate obligations, please see Sections 4.1.8 and 9 of our [Healthcare Provider User Agreement](#).

Revisions, Changes, and Updates

Health Gorilla may revise and update the Privacy Policy at any time, without notice to you. We encourage you to periodically reread this Privacy Policy, to see if there have been any changes to our policies that may affect you.

Users’ Personal Information

We understand the importance of protecting you from the unauthorized use of information you provide in the course of doing business with us. Except as disclosed in this policy or our User Agreement, we will not give away, sell or otherwise disclose any information that personally identifies you. We may, however, obtain, use and disclose personal information about you for the purpose of verifying your identity and practice credentials, and we may provide personal information to payers with which you contract to provide health care services. We may also disclose personal information about you if we are compelled to do so by law or by valid legal process. We may disclose personal information if we have your express permission to do so, or the disclosure is to our service providers to assist us in providing our services, or for user verification purposes. We may also use IP addresses to analyze trends, administer the site and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. We have the right to remove personal identifiers from your personal information so that it cannot reasonably be used to identify you.

Protected Health Information

Our User Agreement sets forth our obligations as our users’ business associate under the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and its privacy and security regulations (HIPAA), and under the privacy and security provisions of the Technology for Economic and Clinical Health Act of 2009 (the HITECH Act). We will comply with the business associate provisions of our User Agreement. We will also comply with provisions of the HIPAA Security Rule that apply to business associates under the HITECH Act, and the privacy and security provisions of the HITECH Act that are applicable to business associates.



Permitted Uses of Protected Health Information

The User Agreement sets forth the ways in which we may use or disclose protected health information we receive from you or create or receive on your behalf. Among other permitted uses, we may:

- Allow access to your health information to you and your workforce for whatever purpose you require it.
- Allow access to your health information by other health care providers and their business associates for treatment. This includes disclosing health information for related applications that you select, such as clinical laboratory reporting, billing, and e-prescribing, as well as to other health care providers to whom you agree to give access to your protected health information for treatment. You agree to be bound by the terms of any licensing and other agreements relating to such third-party products and services.
- Allow access to health information to your patients through our patient portal. You control which of your patients have access to their health records, and what kind of information they can see.
- De-identify your health information. In the User Agreement, you transfer and assign to us all right, title and interest in and to all de-identified information that we make from your health information, and you agree that we may use, disclose, market, license and sell such de-identified information for any purpose without restriction, and that you have no interest in such de-identified information, or in the proceeds of any sale, license, or other commercialization thereof. We will, however, maintain the confidentiality and security of the original health information as required by the User Agreement.

Apple Health, Healthkit

- Health Gorilla will not use or disclose to third parties data gathered in the health, fitness, and medical research context—including from the HealthKit API, Motion and Fitness, or health-related human subject research—for advertising or other use-based data mining purposes other than improving health management, or for the purpose of health research, and then only with permission.
- Health Gorilla will not write false or inaccurate data into HealthKit or any other medical research or health management apps, and may not store personal health information in iCloud.

Your Obligations



You agree that you will use other persons' information available on or through this site (whether or not protected health information) strictly in accordance with applicable laws and regulations, and you will ensure that others under your control who have access to such information also comply with applicable laws and regulations. You are solely responsible for obtaining and maintaining all patient consents and authorizations necessary for your use of the site and the systems to which it provides access.

Account Access

To access your account, you must provide the identifier we provided you. With this information, we can verify your identity and permit you to view data in our system. We log and audit system use in order to ensure that users are using the system appropriately. If we have questions about your use of the system, we may contact you. We may also disclose your identity to others to assist in the investigation of suspected misuse of our systems, and otherwise to ensure the proper operation of our systems.

Surveys, Questionnaires, and Polls

Health Gorilla may ask you to participate in use surveys, questionnaires, or polls, to facilitate feedback and input from our users. When you respond to surveys, questionnaires or polls related to our site, this information is collected only as anonymous, aggregated information and is used for statistical purposes.

Internet Cookies

Each time you visit one of the Sites, Health Gorilla collects the limited information that your browser makes available whenever you visit any website. Additionally, Health Gorilla may place internet "cookies" on the computer hard drives of visitors to this website. Information we obtain from cookies helps us to tailor our site to be more helpful and efficient for our visitors. The cookie consists of a unique identifier that does not contain information about you or your health history. We use two types of cookies, "session" cookies and "persistent" cookies.

- A session cookie is temporary and expires after you end a session and close your web browser. We use session cookies to help customize your experience on our site and maintain your signed-on status as you navigate through the features.
- Persistent cookies remain on your hard drive after you've exited from our site until you erase them or they expire. Persistent cookies will not contain any personal information about you.

Marketing Products and Services



We will NOT place advertisements of any type on the interface to our services and we will NOT use or disclose to any third party any information that identifies you to enable the third party to market products or services to you directly.

Security

Portions of this site require a valid user name, e-mail address, code or password (or a combination of the foregoing) to access and use services or materials on the site. You are solely responsible for (1) maintaining the strict confidentiality of any user name, e-mail address, code or password (collectively, "User IDs") assigned to you, (2) not allowing another person to use your User IDs to access the site, (3) any damages or losses that may be incurred or suffered as a result of your failure to maintain the strict confidentiality of your User IDs, and (4) promptly informing Health Gorilla in writing of any need to deactivate a User ID due to potential or actual security breaches. Health Gorilla is not liable for any harm related to the theft of your IDs, your disclosure of your User IDs, or your authorization to allow another person or entity to access and use the site using your User IDs. You agree to immediately notify Health Gorilla in writing of any unauthorized use of any of your User IDs.

User Forums

We may offer forums for the exchange of information among our users. You agree to assume all responsibility for your use of such forums. In particular, you understand that we do not assure the accuracy, reliability, confidentiality or security of information made available through the use of our forums. You agree not to disclose individually identifiable health information through our forums.

Clinical Support

We may provide information to assist you in clinical decision-making. This may include information and reminders concerning lab tests, drug interactions, allergies, dosages, as well as general health-care related information and resources. We may also provide forums for our users to exchange information. The information and materials available through this site are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. Information may be placed on this site by Health Gorilla and by third parties beyond the control of Health Gorilla. Health Gorilla is not responsible for the accuracy or completeness of information available from or through this site. You assume full risk and responsibility for the use of information you obtain from or through this site, and you agree that Health Gorilla, Inc. is not responsible or liable for any claim, loss, or liability arising from the use of the information. Health Gorilla does not recommend or endorse any provider of health care or health-related products, items or services, and the appearance of materials on this site relating to any such products, items or services is not an endorsement or recommendation of them.



Additional Material

You may provide content or material to this site by participating in forums, discussion groups and the like, or by using the site to create custom templates and the like. You agree that any information, material or work product you provide to this site, other than protected health information that identifies a patient or personal information that identifies you, is the exclusive property of Health Gorilla, Inc., and by submitting such content or material you assign to Health Gorilla, Inc., all intellectual property rights in such content or material. Furthermore, you agree that Health Gorilla may use, disclose, market, license and sell such material or content and that you have no interest in the information, or in the proceeds of any sale, license, or other commercialization thereof. You warrant and agree that any material you provide will not infringe on the intellectual property or other rights of others, and will not be otherwise unlawful, infringing, threatening, libelous, defamatory, obscene, pornographic, or in violation of any law. You should bear in mind that any information you post in a forum or discussion group is available to the public, and may result in your receiving communications from others outside this site. You are responsible for safeguarding the privacy of your and your patients' personal information when you participate in forums, discussion groups and the like.

Links to Other Materials

This site may provide links to sites operated by third parties. Health Gorilla, Inc. has no control over the content of such linked sites and is not responsible for it, or for the effect of your accessing a site through a link on our site. You should assume that any information that does not bear the Health Gorilla logo is operated by a third party, and you should read the site's privacy notice before using it.

Applicable Law

Any claim relating to the use of this site or the systems or information to which it gives access shall be governed by the internal substantive laws of the State of California.

Other Matters

We have no intention of accepting any information from individuals under the age of 18. If you are not yet 18 years of age, please leave this site immediately. Parents are urged to monitor and supervise their children's on-line activity. We reserve the right to make changes to our privacy policy at any time without prior notice and to apply the changes to information received by us prior to the effective date of the change. Please be sure to check this page periodically for updates to this policy.



Questions, Complaints, and Contacts

If you have any questions about this Privacy Statement, our policies and practice, your rights under this statement, send an email to support@healthgorilla.com, or by U.S. mail at the address below:

Health Gorilla, Inc.
Attn: Privacy Officer
228 Hamilton Ave
Palo Alto, CA 94301