

Last Updated: July 11, 2025

1. In General

PRIVACY POLICY

PharmalytIQ LLC and its affiliates, including Healthcare Ventures Group LLC, PRxP of New York LLC, PRxP of CA, LLC, ICARE RX LLC, and Physicians Rx Pharmacy LLC (collectively referred to herein as “we” or “us”) value our customers and respects their privacy. This privacy policy (“*Privacy Policy*”) governs our collection and use of data in connection with our website (“Website”), PharmalytIQ Products, or PharmalytIQ Services (as such terms are defined in our Terms of Use). Terms capitalized but not defined in this Privacy Policy shall have the meaning ascribed to them in our Terms of Use (www.340bpharm.com/legal/) By accessing or using this Website, our Products, or our Services, or the Website, Products, or Services of our Affiliates, you agree to this privacy policy. IF YOU DO NOT AGREE WITH THE TERMS OF THIS POLICY, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE WEBSITE OR ANY OF THE PRODUCTS OR SERVICES.

This Privacy Policy sets forth the nature, purpose, use and sharing of any Personal Information. “*Personal Information*” or “*Personal Data*” and as used in this Privacy Policy, means information that can be used on its own or with other information to identify, contact, or locate you, or to identify you in context. This includes your name, physical address, email address, telephone number, payment card information, account username, and other identifying information. It also includes other information that may be associated with your Personal Information, such as your location, IP address, preferences or interests. We collect this information solely for the purposes of evaluating applications, responding to inquiries and other communications, and providing you with information, products, or services that you request from us. We will retain information for as long as needed to provide you services or as necessary to comply with our legal obligations

Importantly, we may collect Personal Information directly from you when you visit our Website or access and use our PharmalytIQ Products or PharmalytIQ Services. This Privacy Policy does not govern privacy practices associated with offline activities, websites other than ours, or practices of third parties that we do not own or control, such as our partners, third party service providers featured on the Website or in the PharmalytIQ Products, PharmalytIQ Services. We are not responsible for the content or privacy practices of third-party websites or integrated products to which the Website, PharmalytIQ Products, or PharmalytIQ Services may link. You should review the privacy policies of such sites before using the associated sites.

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website or through any of its features, register on the Website, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us at legal@pharmalytiq.com In California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information.

Please read this Privacy Notice carefully so that you have a clear understanding of how we collect, use, otherwise handle and protect your Personal Information in connection with your use of the Website, PharmalytIQ Products, or PharmalytIQ Services. IF YOU HAVE OBJECTIONS TO THE PRIVACY POLICY, YOU SHOULD IMMEDIATELY DISCONTINUE USE OF THE APPLICABLE WEBSITE, PHARMALYTIQ PRODUCTS, OR PHARMALYTIQ SERVICES AND FOLLOW THE PROCEDURE DESCRIBED IN THE SECTION ENTITLED “YOUR PRIVACY RIGHTS.”

2. Changes in Privacy Policy

Any Personal Information that we collect and maintain will be subject to this Privacy Policy, as amended from time to time. We may change the Privacy Policy at our sole discretion. However, if at any time we make material changes to the Privacy Policy, we will notify you of those changes on the Website or through the PharmalytIQ Products or PharmalytIQ Services and through the publishing of an updated Privacy Policy. If as the result of such changes you want to alter the ways in which we can use your Personal Information, you can do so by following the procedure described in the section entitled “Your Privacy Rights.” You are responsible for periodically reviewing Our Website and this privacy policy to check for any changes.

Your continued use of this Website, or our Products or Services after We make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates. We do not sell any of your personal information for marketing purposes.

3. Collection of Information

We may collect certain information from you when you use our Website, PharmalytIQ Products, or PharmalytIQ Services., in email, text, and other electronic messages between you and the Website, through mobile and desktop applications you download from the Website, which provide dedicated non-browser-based interaction between you and the Website; when you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy, when you request further services from us, when you request for us to send you promotional materials, your responses to surveys that we might ask you to complete for research purposes, details or transactions you carry out through the Website and of the fulfillment of your orders, your search queries on the Website, or when you report a problem with the Website. The Policy does not apply to information collected by any third party, including through any application or content (including advertising) that may link to or be accessible from or through the Website.

We collect and obtain your information in a few ways: there is information that you choose to give to us, information we obtain through your use of our Website, PharmalytIQ Products, or PharmalytIQ Services and information we obtain from third parties. Each of these is detailed below:

- a. We collect the Personal Information you give us when you register with the Website or use the PharmalytIQ Products or PharmalytIQ Services, including name, address, credit card or bank information, and other Personal Information requested as part of your use of the Website, PharmalytIQ Products, or PharmalytIQ Services, or the information you choose to give us when you use the PharmalytIQ Services. You can review and change your personal information by logging into the Website and visiting your account profile page. You may also send us an email to request access to, correct, or delete any personal

information that you have provided to us. You agree not to submit any sensitive personally-identifiable information to the PharmalytIQ Services. Please review your personal information and contact us immediately to correct any errors. PharmalytIQ reserves the right to independently verify such claims and your identity before making corrections.

- b. We automatically collect certain kinds of non-personal information from you when you use the Website, PharmalytIQ Products, or PharmalytIQ Services, including device, browser type, operating system, CPU speed, referring or exit webpages, click patterns, session ID, your computer's IP address, and other information that is about you, but individually does not identify you, such as your age, gender, preferences, interests, and favorites.
- c. We may on occasion supplement or correct the Personal Information you submit to us and your IP address with information in our other databases or information from third-party sources in order to reduce errors in our database, authenticate our users, prevent fraud and prevent abuse of our Website, PharmalytIQ Products, or PharmalytIQ Services, as well as to provide more consistent, relevant experiences to our users.
- d. We may collect "traffic data" and "location data" which includes general information about use of the Website, PharmalytIQ Products, or PharmalytIQ Services, such as what pages visitors access, the number of visits, average time spent on the Website, PharmalytIQ Products, or PharmalytIQ Services, information about your internet connection, the browser type, the equipment you use to access the Website, domain names, referring website addresses, usage such as webpages visited within the Website, and other similar factors. This information is generally collected in aggregate form, without identifying any user individually, although IP addresses and Session ID in relation to downloads may be tracked as part of our fraud prevention efforts. We collect this information: directly from you when you provide it to us, automatically as you navigate through the Website. Information collected automatically may include usage details, IP addresses, and information collected through cookies, and other tracking technologies, and from third parties, such as our business partners.
- e. We also may use these technologies to collect "behavioral tracking" information about your online activities over time and across third-party websites or other online services. The information we collect automatically may only be statistical data and does not include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. Such information helps us to improve the Website and to deliver a better and more personalized service, including by enabling us to estimate our audience size and usage patterns, store information about your preferences, allowing us to customize the Website according to your individual interests, speed up your searches and recognize you when you return to the Website.

4. Location-Based PharmalytIQ Services

Some PharmalytIQ Services may contain functionality that can enable us to access your location and tailor your experience based on your location ("***Location-based PharmalytIQ Services***"). To

use Location-based PharmalytIQ Services, you must enable certain features of your mobile device (e.g., GPS, WiFi, or Bluetooth) to allow us to identify your location. To the extent your location is collected through WiFi or Bluetooth sensors, such sensors, and the associated data services, may be provided by a third party that may access such information for the purpose of providing such data services to us. You agree to such access by such third parties. You may enable or disable such Location-based PharmalytIQ Services at any time via a menu within the PharmalytIQ Services. If you choose to disable any Location-based PharmalytIQ Services on your device and/or opt out of any Location-based PharmalytIQ Services through the menu, you will not be able to utilize certain features of the PharmalytIQ Services. By enabling Location-based PharmalytIQ Services on your device, you agree and acknowledge that (i) device data we collect from you is directly relevant to your use of the PharmalytIQ Services; (ii) we may provide Location-based PharmalytIQ Services related to and based on your then-current location; and (iii) we may use any such information collected in connection with the provision of Location-based PharmalytIQ Services in providing the PharmalytIQ Services. PLEASE NOTE THAT LOCATION DATA MAY NOT ALWAYS BE ACCURATE, AND WE DISCLAIM ANY AND ALL WARRANTIES RELATED TO LOCATION-BASED SERVICES.

We may use your location to provide you with advertisements, offers, and other promotional content as part of the PharmalytIQ Services.

5. How Your Information is Used

Except as provided herein, we collect and use your personal and non-personal information for internal purposes only or for gathering aggregate and anonymized data. We may use, store, and process your information in the following ways:

- To enable you to access and use the Website, PharmalytIQ Products, or PharmalytIQ Services.
- To diagnose problems with our server
- To conduct routine business operations such as billing, identification, authentication, contact purposes and general research. As part of our routine business operations, we may transfer your Personal Information to certain third parties with whom we contract for the limited purpose of providing services such as web hosting, email, and credit card processing. We may share your personal data with our trusted partners, but only under strict confidentiality and only for the limited purposes of our providing Service to you, such as performing statistical analysis, sending email or postal mail to you, providing customer support to you, or arranging for delivery of goods to you. These service providers are obligated to protect your information, and they do not use your Personal Information for their own commercial purposes.
- To employ internal marketing techniques such as tracking customer preferences to provide a customized experience and communicating with you about PharmalytIQ Services, special offers, and other services.
- To provide you with notices about your account/subscription, including expiration and renewal notices;

- To notify you about changes to the Website or any products or services we offer or provide through it.
- To enhance the PharmalytIQ Services.
- To gather generic product, location and other contributed information to make reports based on aggregate anonymized data, which we may use internally, or which we may sell to others.
- To comply with court and governmental orders.
- To fulfill another legitimate interest, when not overridden by your interests or, where applicable, your fundamental rights and freedoms which require the protection of Personal Information.
- When you otherwise consent for us to do so. We may ask for your consent to process your Personal Information for a specific purpose that we communicate to you, for instance, to receive our newsletter and other such mailings you may be interested in. When you consent to our processing your Personal Information for a specified purpose, you may withdraw your consent at any time and we will stop processing of your data for that purpose.

6. To carry out any other purpose for which you have provided your express consent.
Tracking, Use of Cookies, Web Beacons and Similar Devices

In order to improve our PharmalytIQ Services and provide more convenient, relevant experiences to our customers, we and our agents may use “cookies,” “web beacons,” and similar devices to track your activities. A cookie is a small amount of data that is transferred to your browser by a web server and can only be read by the server that gave it to you. It functions as your identification card and enables us to record your passwords and preferences. It cannot be executed as code or deliver viruses.

The Website uses both “session cookies” as well as “persistent cookies”. Session cookies are cookies that are stored in your browser and passed back to the server whenever a request for a new page is made. Session cookies are never saved or written to your disk drive and they are discarded when the browser exits, when you log out of the Website, or when you have not visited a page on the Website for more than 15 minutes. While a user is on the Website, we use a session cookie to keep track of some data that needs to be stored in between page states to facilitate your user experience as you navigate the Website. We use session cookies while you are logged in so that we can remember this fact. This prevents you from having to log in every single time you visit a new page. These cookies are typically removed or cleared when you log out to ensure that you can only access restricted features and areas when logged in.

In contrast with a session cookie, a persistent cookie is a cookie that is stored on your hard drive until it expires (persistent cookies may be set with expiration dates) or until you delete the persistent cookie. Even if you configure your web browser to accept the persistent cookies from the Website, the persistent cookies we use are configured to automatically expire after three to four days if you have not returned to the Website in the interim. If you create an account or subscribe to Services with us, then we will use cookies for the management of the signup process and general administration. These cookies will usually be deleted when you log out. However, in

some cases, they may remain afterwards to remember your site preferences when logged out.

Most browsers are initially set to accept cookies, and most services that include similar devices are typically initially activated to collect data. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it. We do not support browsers' Do Not Track features. You can enable or disable Do Not Track by visiting the preferences or settings page of your browser. If you disable cookies, you may lose some of the features and functionality of using our Website, as cookies may be necessary to track and enhance your use and access.

A web beacon (also referred to as clear .gif's, pixel tags, or single-pixel .gif's) is a small transparent image which is often used in combination with cookies and which is embedded in an HTML page or email, used to track when the page or email has been viewed. PharmalytIQ uses cookies and web beacons for a variety of purposes, including without limitation, to monitor click stream activity on our web site, to track website activity for internal purposes, to ensure that we are providing the best possible services, and to determine how users arrived at the Website (eg, from a banner ad or an affiliate's website). Please consult instructions on your Internet browser for how to receive notifications regarding cookies or to accept or delete cookies.

We may, either directly or indirectly, track your behavior on our Website, PharmalytIQ Products, or PharmalytIQ Services for purposes of our own customer support, analytics, research, product development, fraud prevention, risk assessment, regulatory compliance, investigation, as well as to enable you to use and access the Website, PharmalytIQ Products, or PharmalytIQ Services and pay for your activities on the Website, PharmalytIQ Products, or PharmalytIQ Services. We may also, either directly or through third parties we engage to provide services to us, track your behavior on our Website, PharmalytIQ Products, or PharmalytIQ Services.

7. Protecting Your Information

We use a variety of security measures, including SSL, encryption, and authentication tools, to help protect your information. We secure personally identifiable information you provide on firewall protected computer servers, which are located in a controlled, secure environment where physical and network access is restricted to select and trained staff. As a rule, we do not monitor or view your personal information or content stored, except to the extent necessary to perform the Services and comply with your directions and requests. However, we reserve the right to view any data, information, or files stored on our system, for troubleshooting, or customer service purposes, if we learn or have a reasonable suspicion that our Terms of Use may have been violated, or if we otherwise determine that we have an obligation to review it. We do not retain your Personal Information for longer than is necessary for our business purposes. When we no longer need your Personal Information, we dispose of it safely.

Our security measures include standard international data protection measures as well as those described in the EU GDPR implementing regulations. These measures may also include periodic system-wide password resets with high password strength requirements. We strongly discourage password sharing. Due to the nature of the information and related technology, we cannot be held responsible if you share your own login credentials with others. If we learn of a security breach, then we will immediately reset your account password and attempt to notify you as per GDPR guidelines to take appropriate steps.

With this in mind, the safety and security of your information also depends on you. You are responsible for keeping your login credentials to the Website and our Services confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Website like message boards. The information you share in public areas may be viewed by any user of the Website.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to the Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Websites

The Website may provide hyperlinks to Outside sites. PharmalytIQ is not responsible for the content or privacy practices used by websites that are linked from the Website. We expressly disclaim any responsibility for the content or accuracy of information contained on such linked Outside sites; the quality of any product or service provided by or advertised by any linked Outside sites; or privacy practices or the content of such Outsides sites.

We neither endorse nor make any representation regarding any linked site and we advise you to check the privacy policies of such other sites.

8. Data Processing

In submitting any third-party personal data within the context of the PharmalytIQ Services (“**Third-Party Data**”), the parties agree that you shall be the Data Controller and you appoint us as a Data Processor of such data, for the purpose of providing the PharmalytIQ Services. To the extent that we are a Data Processor for you in respect of such Third-Party Data, we will:

- Implement appropriate technical and organizational measures to safeguard the Third-Party Data against any unauthorized or unlawful access, loss, destruction, theft, use or disclosure. We implement basic level security in accordance with United States law. If higher levels of security are required, please contact us.
- Limit access to the Third-Party Data only to those employees who need to know it to enable the Data Processor to perform the PharmalytIQ Services and shall take appropriate steps to ensure the reliability of those of our employees or subcontractors who have access to such Third-Party Data.
- Only process the personal data as specified by this Privacy Policy and in accordance with your instructions and will not use the Third-Party Data for any purposes other than those related to the performance of the PharmalytIQ Services or pursuant to your written instructions.
- Upon the expiry or termination of this Privacy Policy, or upon your request, cease any and all use of the Third-Party Data and destroy or return it to you.
- Not disclose the Third-Party Data to any third-party without your prior written consent. Such consent is granted on, for example, your instruction to share a dashboard with third

parties (public or within a restricted group).

We as Data Processor may provide access to a subcontractor processor to any such Third-Party Data if we reasonably consider such access and processing necessary to the performance of the PharmalytIQ Services. In the event of such access and before the access takes place, we will ensure that an agreement with the third-party is in place which is sufficient to require it to treat personal data in accordance with the applicable provisions of this Privacy Policy and applicable law. You authorize us to subcontract the provision of technology and commercial services to members of our corporate group.

You represent and warrant that you have all the appropriate consents from data subjects whose personal data are submitted to us in the course of the provision of the PharmalytIQ Services

9. Disclosure to Third Parties

We will not share your Personal Information with third parties without your express consent, except in the limited circumstances described below:

- We may share your Personal Information with our third party service providers for the limited purposes described in the section entitled “How Your Information is Used”. Please note that, from time to time, we may change third-party contractors and service providers without notice. You may contact us at any time for the most current list of our third-party contractors and service providers.. We will share your Personal Information when required by law, regulation, or litigation, and as necessary for purposes of national security, law enforcement, or other issues of public importance.
- We may also engage third parties, including but not limited to technology services and services to help verify your identification, to conduct checks against databases such as, but not limited to, public government databases (where legally allowed), to otherwise assist us with fraud prevention and risk assessment, to assist us with customer service, to serve targeted ads, and to facilitate the payments or refunds. We may provide Personal Information about you to these third parties, or give them access to this Personal Information, for the limited purpose of allowing them to provide these services. We will ensure that such third parties have contractual obligations to protect this Personal Information and not to use it for unrelated purposes.
- Outside sites may use cookies, alone or in conjunction with web beacons or other tracking technologies to collect information about you or when you use the Website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content. We do not control these third parties’ tracking technologies or how they may be used.
- If we sell assets or are acquired by or merged with another entity, we may provide such entity customer information without obtaining your further consent. We may provide to you notice of such asset sales, acquisitions, or mergers.

10. International Transfers and Jurisdiction-Specific Privacy Rights

If you are visiting this Website or utilizing PharmalytIQ Products or PharmalytIQ Services from a country other than the United States, the various communications you send and receive may result in the transfer of information across international boundaries. If you are located in the European Union you should be aware that information you provide or which is otherwise collected on this Website or through any PharmalytIQ Products or PharmalytIQ Services rendered may be transferred to countries (including the United States) which may not have data protection laws deemed as adequate as those in the EU.

Notwithstanding the foregoing, the Website, PharmalytIQ Products, and PharmalytIQ Services are intended for users in the United States and those not governed by privacy policies of other countries. Users outside the United States are advised not to disclose Personal Information to us. By uploading your Personal Information to the Website, you are agreeing to the processing of your Personal Information in the United States of America and that you have obtained any applicable authorization required to transmit Third-Party Information you choose to transmit to us for processing in the United States of America.

Further, residents of certain jurisdictions may have additional personal information rights and choices. California, Colorado, Connecticut, Delaware, Florida, Indiana, Iowa, Kentucky, Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, Oregon, Rhode Island, Tennessee, Texas, Utah, and Virginia provide (now or in the future) their state residents with rights to:

- Confirm whether we process their personal information.
- Access and delete certain personal information.
- Correct inaccuracies in their personal information, taking into account the information's nature processing purpose (excluding Iowa and Utah).
- Data portability.
- Opt-out of personal data processing for:
 - targeted advertising (excluding Iowa);
 - sales; or
 - profiling in furtherance of decisions that produce legal or similarly significant effects (excluding Iowa and Utah).
- Either limit (opt-out of) or require consent to process sensitive personal data.

In addition, the EU General Data Protection Regulation (GDPR, effective May 25, 2018) establishes minimum data privacy and security standards applicable to the personal data of EU citizens or residents.

The exact scope of any of these rights may vary by jurisdiction. To exercise any of these rights please send us an email at legal@pharmalytiq.com

11. Your Privacy Rights

We will ensure that you can exercise your rights pertaining to your Personal Information, including rights as provided by various data protection laws. We therefore inform you that, where applicable under relevant law, you are entitled:

- to have access to your Personal Information upon simple request – that is, you may receive a copy of such data (if requested), unless such data is made directly available to you, for instance within your personal account;

- to have access upon simple request, and free of charge, the categories and names of addresses of third parties that have received Personal Information for direct marketing purposes;
- to obtain a rectification of your Personal Information should it be inaccurate, incomplete or obsolete;
- to obtain the deletion of your Personal Information in the situations set forth by applicable data protection law (the “right to be forgotten”)
- to withdraw your consent to the data processing without affecting the lawfulness of processing, where your Personal Information has been collected and processed based on your consent. If at any time you wish to withdraw your consent to our processing of your data or opt out of our use of your information for internal marketing purposes or for compiling aggregate risk reports, you may do so by sending a written notice to: legal@pharmalytiq.com Note that your withdrawal of consent may prevent us from providing the PharmalytIQ Services to you;
- to object to the processing of your Personal Information (where it has been collected and processed based on our legitimate interests) in which case we may ask you to justify your request by explaining to us your situation;
- to request a limitation of the data processing in the situations set forth by applicable law;
- to have your Personal Information directly transferred by us to a third-party processor of your choice (where technically feasible and when processing is based on your consent); and
- for non-discrimination, as defined under relevant law, in the PharmalytIQ Services or quality of PharmalytIQ Services you receive from us for exercising your rights.

Under certain laws, you may also have the right to “opt-out” of having your Personal Information sold to a third party. However, we do not sell your Personal Information to any other party. Only in the case of a merger, sale, financing, acquisition, or other transaction involving all or part of us may your information be involved in a transaction.

For deletion/“right to be forgotten” requests, we will undertake a good faith effort to accommodate requests for access to or deletion of personal information. However, these requests may be subject to the evaluation of additional factors, including disproportionate burden or expense, or the risk to the rights, including the privacy rights, of others.

We will strive and work to resolve any inquiry you may have regarding our privacy practices. EU residents may also file a complaint before a competent data protection authority regarding the processing of your Personal Data. While we suggest that you contact us beforehand, if you wish to exercise this right, you should contact the competent data protection authority directly.

If you have any questions, would like to exercise any of these rights, or if you need any assistance with privacy related matters, please contact us as described in the “How to Contact Us” section below. We will take the necessary steps to respond to you as soon as possible.

12. Your Choices

- If at any time you are uncomfortable with our use of your Personal Information for internal marketing purposes and for the purpose of creating aggregate reports, you may opt-out by email as described in “Your Privacy Rights.” Note that if you opt not to provide us with certain mandatory information, then our products and services may be unavailable to you.
- You may similarly opt out of receiving communications from us, although we may find it necessary to continue to communicate with you regarding your use of the PharmalytIQ Services.
- For our websites, you may set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of this Website may then be inaccessible or not function properly.

13. Governing Law

The terms of this Privacy Policy are governed by and in accordance with the laws of the state of Delaware, and, where applicable, the laws of the countries where our servers are located. You should not provide us with any Personal Information unless you consent to the application of United States law and, where applicable, Delaware law, and to the use and disclosure of your information in accordance with the terms of this Privacy Policy.

14. How to Contact Us

If you have any questions regarding this Policy or our privacy practices, you can contact us at:

PharmalytIQ, LLC

Toll-free: (888) 550-3250

Or by email at: legal@pharmalytiq.com

We take our users’ privacy concerns seriously. If you believe that we have not complied with this Privacy Policy with respect to your Personal Information, you may write to us at the address noted above.