

Kafer and Associates, L.L.C., a Texas limited liability company, d/b/a "i-HomeExerciseProgram" ("i-HEP", or the "System"), provides a portal for communication between rehab facilities, companies, or institutions (facilities); licensed rehab practitioners (practitioners); and their patients; collectively called Users or a User.

i-HEP, is committed to protecting and respecting your privacy. This Privacy Policy and Terms of Use, describe how i-HEP safeguards the personal information of its users.

This Privacy Policy is subject to change. Changes are effective upon posting on the i-HEP web site. i-HEP reserves the right to apply changes in the policy to information received prior to the change. The effective date of this policy is set forth below. Please check back from time to time to review changes to the policy.

User Agreements

Practitioners who use the i-HEP site by virtue of logging in, and per i-HEP's Terms of Use, agree that individually identifiable patient information placed in the System by a practitioner, or their patients, is the property of the practitioner. Furthermore, the practitioner agrees that it is their responsibility to verify the accuracy of this information at all times.

i-HEP recognizes its obligations as a 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"). i-HEP will comply with the provisions of its User Agreement. i-HEP 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. i-HEP will execute a business associate agreement at the request of the facility / practitioner or provide such an agreement if requested at the direction of the facility / practitioner.

Children's Online Privacy Protection Act (COPPA) Statement: i-HEP does not operate an online service directed to persons under 13 years of age ("children"), or knowingly collect "individually identifiable information," as defined by the Children's Online Privacy Protection Act (COPPA) from children. i-HEP states this in compliance with the COPPA.

This Privacy Policy is subject in all respects to the Terms of Use. If you are a practitioner, please read the Terms of Use carefully.

Users' Personal Information

i-HEP's Terms of Use allows the following uses and disclosures, among others:

i-HEP may give its practitioner users and their staff access to health information about their patients.

i-HEP may de-identify personal information, and may use, disclose, market, license and sell such de-identified information for any purpose without restriction. i-HEP's users have no interest in such de-identified information, or in the proceeds of any sale, license, or other commercialization thereof. i-HEP will, however, maintain the confidentiality and security of the original health information as required by the Terms of Use.

i-HEP may aggregate health information with that of other users, and share aggregated information in accordance with applicable state and federal law.

i-HEP may use health information for the proper management and administration of its business, and to carry out its legal responsibilities. i-HEP may also disclose your health information for these purposes if the disclosure is required by law, or i-HEP obtains reasonable assurances from the recipient that the information will be held confidentially and used or further disclosed only as required by law or for the

purpose for which it was disclosed to the recipient, and the recipient notifies i-HEP of any instances of which the User is aware in which the confidentiality of the information has been breached. For example, i-HEP may permit access to the System by i-HEP's contracted system developers under appropriate confidentiality agreements.

i-HEP reserves the right to make any other uses of your health information that are permitted to a business associate, as described from time to time in its policies and procedures. However, except as permitted by the Privacy Policy, i-HEP will not use or disclose health information in any manner that would violate the Privacy Policy if done by i-HEP's Users.

Marketing Products and Services

i-HEP may place advertisements concerning the products and services of third parties on its site, so that i-HEP's Users see them when they use the System. i-HEP may receive remuneration from the suppliers of these products and services for placing their advertisements. i-HEP may use computerized processes to tailor the advertisements to its users or to their use of the system. However, except as expressly permitted by this Policy or by i-HEP's Policies and Procedures, i-HEP will not disclose to any third party any information that identifies its users to enable the third party to market products or services to them directly.

IP Addresses

i-HEP uses IP addresses to analyze trends, administer its site and gather demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

Your Obligations

You agree that you will not 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. If you are a practitioner, 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 provided by i-HEP. With this information, i-HEP can verify your identity and permit you to view data in its System. i-HEP logs and audits its System use in order to ensure that users are using the System appropriately. If i-HEP has questions about your use of the System, i-HEP may contact you. i-HEP may also disclose your identity to others to assist in the investigation of suspected misuse of its Systems, and otherwise to ensure the proper operation of the System.

Surveys, questionnaires and polls

i-HEP may ask you to participate in use surveys, questionnaires, or polls, to improve its site and its services. Responses are collected only as anonymous, aggregated information and are used for statistical purposes only.

Internet Cookies

Each time you visit i-HEP's site i-HEP collects the limited information that your browser makes available whenever you visit any website. Additionally, i-HEP may place internet "cookies" on the computer hard drives of visitors to its website. Information i-HEP obtains from cookies helps i-HEP tailor its site to be more helpful and efficient for its visitors. The cookie consists of a unique identifier that does not contain

information about you or your health history. i-HEP uses 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. i-HEP uses session cookies to help customize your experience on its site, and maintain your signed-on status as you navigate through the site.

Persistent cookies remain on your hard drive after you have left the site, until you erase them or they expire. Persistent cookies will not contain any personal information about you.

Security

Portions of i-HEP's site require a valid user name, e-mail address and password (or a combination of these) 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 i-HEP 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 i-HEP in writing of any need to deactivate a User ID due to potential or actual security breaches. i-HEP is not liable for any harm related to the theft of your User ID, your disclosure of your User IDs, or your authorization to allow another person or entity to access and use the i-HEP site using your User IDs. You agree to immediately notify i-HEP in writing of any unauthorized use of any of your User IDs.

NO DATA TRANSMISSION OVER THE INTERNET CAN BE GUARANTEED TO BE 100% SECURE. CONSEQUENTLY, i-HEP CANNOT GUARANTEE OR WARRANT THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO i-HEP, OR TO OR FROM ITS ONLINE PRODUCTS OR SERVICES AND YOU DO SO AT YOUR OWN RISK. EMAIL MESSAGES SENT TO OR FROM A WEBSITE MAY NOT BE SECURE. CONFIDENTIAL INFORMATION SHOULD NOT BE SENT BY E-MAIL. SITE VISITORS SENDING E-MAIL ACCEPT ANY AND ALL RISKS ASSOCIATED WITH ANY THIRD PARTY THAT MAY INTERCEPT E-MAIL MESSAGES.

If i-HEP determines that your personal information has or may reasonably have been disclosed due to a security breach of the System, i-HEP will notify you, at the contact information provided, in accordance with and to the extent required by applicable state and federal law.

User Forums

i-HEP may offer forums for the exchange of information among its users. You assume all responsibility for your use of such forums. In particular, you understand that i-HEP does not assure the accuracy, reliability, confidentiality or security of information made available through the use of its forums. You agree not to disclose individually identifiable health information through i-HEP's forums.

Links to other materials

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

Governing Law

Any claim relating to the use of i-HEP's site or the systems or information to which it gives access shall be governed by the internal substantive laws of the State of Texas.

Other Matters

i-HEP has 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. Individuals under the age of 18 may use the site at the discretion and under the supervision of their parent(s). Parents are urged to monitor and supervise their children's on-line activity.

i-HEP reserves the right to make changes to its privacy policy at any time without prior notice, and to apply the changes to information received by i-HEP prior to the effective date of the change. Please be sure to check this page periodically for updates to this policy.

Printing or Downloading Protected Information

Unless otherwise stated, you may print or download information from the i-HEP website for personal, noncommercial use only. You must, however, identify the source of the material and include a statement that the materials are protected by copyright law.

Questions, complaints and contacts

If you have any questions about this Privacy Statement, i-HEP's policies and procedures, your rights under this statement, or your dealings with i-HEP, send an email to support@i-hep.com, or contact i-HEP by U.S. mail at the address below:

i-HomeExerciseProgram
PO Box 2541
Arlington, TX 76004

Last updated May 30, 2014