

# Privacy Policy and Terms and Conditions of Use

Last Revised: June 26, 2025

Thanks for visiting our website. Citrus Infusion & Injection Center Inc. ("Citrus") appreciates your interest in our company. Please remember that your use of this website, or your acceptance of the Privacy Policy and Terms and Conditions of Use (this "Policy") in any other manner, means that you have agreed to abide by our Policy.

Our Policy applies to all websites and online services of Citrus, any other website on which this Policy is posted by Citrus, any Citrus patient portal, any Citrus mobile applications (websites, portals and applications are collectively "Websites"), and any electronic communications, including text messages, that are exchanged between you and Citrus ("Communications"). The Websites and our Communications will be referred to in this Policy as the "Platform". The Policy describes our use or disclosure of anonymous and Personal Data (defined below) collected on or through our Platform.

Information you provide to a Citrus facility while being treated as a patient of that facility or using our online services available through the Platform is defined as "Protected Health Information" under the Health Insurance Portability and Accountability Act and its attendant regulations ("HIPAA").f

## I. Privacy Policy

This Policy outlines how we may use, disclose, maintain and protect anonymous and Personal Data you may give us through your use of our Platform.

## What Information Do We Receive and How Do We Use It?

### Anonymous Information; Log Files

Anonymous information refers to information that cannot be tied to a specific individual. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and click stream data. All anonymous information we collect through our Platform is collected when your device accesses our Platform. When you surf the Internet, your web browser automatically transmits information about your preferences to our server every time you visit our Platform, including your IP address. An IP address is a number that is assigned

to your device when you access the Internet. Please note that although such information is not always personally identifiable, it is sometimes possible to determine a visitor's Internet Service Provider and the geographic location of his or her point of connectivity from an IP address. We may combine your IP address with other personally identifiable data held by third parties in order to send advertisements or other materials to you based on your preferences, interests, and attributes as described below.

The anonymous information we collect through your usage of our Platform is used in aggregate form to help us monitor audience size, measure traffic patterns and identify popular services and information within our Platform. We use this information to improve our services to you and to develop improved services based on user interests, behavior and demographics.

### **Anonymous Information; Web Beacons and Cookies**

In addition, we may also collect anonymous information through the use of "Web Beacons" and "Cookies".

A "Web Beacon" is a small transparent image placed on a website that may track visits to a particular page. We and some of our third-party service providers use web beacons to collect information to support our reporting software.

A "Cookie" is a small text file that contains a unique identification number that is sent from our server and stored on your device's storage through your web browser when you visit our Platform for the first time. We use cookies to recognize your device whenever you visit our Platform through the unique identification number assigned to the cookie; this information is stored to help facilitate your use of our websites the next time you visit.

The cookies Citrus uses for these purposes do not track your Internet usage after leaving our Platform and do not store your personal information.

If you wish to find out how to prevent your browser or device from accepting new cookies or web beacons, how to disable cookies or web beacons altogether and how to monitor when you receive a new cookie or web beacon, you may adjust your browser to prompt you before it allows a website to place a cookie on your device, or to exclude cookies altogether. Please note that refusing or disabling cookies from our Platform may prevent you from accessing certain parts of our Platform.

## **Personal Data**

Personal Data refers to both “personally identifiable information” and “Fitness and Wellness Data”. In many cases, we ask for this information to provide the personalized service you wish to use. The amount of Personal Data that we know about you is entirely up to you to decide. We will only know Personal Data about you if you choose to share this information about yourself; however, some services may not be available unless we obtain a certain amount of Personal Data from you.

Personally identifiable information refers to information that can be used to identify you, such as your name, address, age, phone number, etc. We collect personally identifiable information when you voluntarily provide it, such as when you request a newsletter that we produce, indicate that you would like to receive certain targeted information on topics that interest you, or use our social media pages.

Fitness and Wellness Data refers to information related to your lifestyle including but not limited to height, weight, heart rate, blood pressure, sleep data, blood sugar, diet and/or dietary restrictions, and activity. We collect Fitness and Wellness Data only when (1) you input it within our Platform or (2) you enable us to access third-party services which have access to your Fitness and Wellness Data. We collect Fitness and Wellness Data when you voluntarily provide it within the Platform or when you provide it in response to a request from your health care provider. Citrus is not obligated and does not guarantee that Citrus will monitor or respond to Fitness and Wellness Data that is voluntarily provided.

We are committed to protecting children’s privacy on the Internet and we do not knowingly collect Personal Data from children under 18 through the Platform.

## **When Do We Combine Anonymous Information and Personal Data and How Do We Use it?**

If you provide Personal Data on our Platform, we may combine that information with our anonymous information collected from our Platform or anonymous information from third parties to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you.

You will receive marketing communications from Citrus directly or through advertisement banners if you have requested information from us or received services from us and, in each case, you have not opted out of receiving that

marketing by emailing us. If you have told us you do not want to receive information about Citrus services, it may take 3-5 days to process your request. After that time, you should not receive any more information about Citrus services from us.

### **When Do We Disclose or Provide Information to Third Parties?**

We may share anonymous or Personal Data with our third-party service providers in order for them to perform their services for us. We will not disclose your Personal Data to any other unaffiliated third party unless we have your permission. We may disclose any anonymous or Personal Data to the extent we believe the disclosure to be required by law. We may also disclose anonymous or Personal Data when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against a third party who may be violating our terms and conditions governing the use of our Platform, or who may be (intentionally or unintentionally) causing injury to or interference with your or our rights or property or those of a third party.

### **What Security Measures Do We Use?**

Citrus has taken reasonable steps and has employed industry-standard practices and technology to ensure the integrity and confidentiality of Personal Data; but because even the most secure devices or networks can be violated, Citrus cannot guarantee security.

Once you print, download, or save to file any portion of your medical record or personal information from our Platform, Citrus is no longer able to protect that information from further uses and/or disclosures and is not liable for any further uses and/or disclosures of that information. You understand and agree that you are responsible for all further actions or omissions related to the security and privacy of that information.

IMPORTANT: Please keep in mind that whenever you voluntarily disclose information about yourself in the public domain, for example, through bulletin boards, chat rooms, e-mails, it is likely to be collected and used by third parties. These third parties may use your information to contact you or for unauthorized purposes. Also, please remember that no one can guarantee the absolute security of information transmitted electronically.

### **How Can You Update, Correct or Delete Personal Data?**

You may amend, update or delete the information about you (or your child(ren)) contained in any registration profile you have completed with us,

including any and all Personal Data, or stop receipt of a newsletter, by mailing your request to:

Citrus Infusion & Injection Center Inc.

[enter address]

## **II. Terms and Conditions of Use**

OUR WEBSITES AND OUR ONLINE SERVICES ARE NOT INTENDED TO BE USED TO ADDRESS MEDICAL EMERGENCIES. IF YOU ARE EXPERIENCING AN EMERGENCY OR URGENT MEDICAL PROBLEM, GO TO THE NEAREST EMERGENCY ROOM OR CALL 911 OR YOUR HEALTH CARE PROVIDER'S OFFICE IMMEDIATELY.

NOTE THAT THESE TERMS OF USE INCLUDE AN AGREEMENT TO SUBMIT ALL DISPUTES TO INDIVIDUAL (NON-CLASS) ARBITRATION. READ CAREFULLY.

### **What Services are Available On-line?**

- Access to test results, medication lists and your medical record summaries.
- Online bill pay.
- Video Visits, online medical care.
- Appointment scheduling with medical professionals or testing locations.

The Platform includes a personalized, online service offered by Citrus that gives you easy access to care providers, extended medical services and your personal medical records. You have the ability to schedule medical appointments, search for care providers in your network, pay bills online and view selected portions of your medical record by logging into your profile on the Websites. These portions of the Platform also provide a method to (i) participate in a Video Visit with a health care provider, and (ii) view a timeline of care from participating locations and health care providers in the hospital networks.

To provide these services, Citrus need to access, and you give them permission to access, the following options on your device:

- Location – so we can find care providers in your area.
- Camera – so you can share files with your care team and edit your profile, and to permit participants to see you during your Video Visit.
- Microphone – so we can hear and talk to each other during your Video Visit.

- Files and Media – so you can share files with your care team and edit your profile.
- Bluetooth and Wi-Fi – so we can maintain connectivity during your Video Visit.
- Phone – so we can call you if your Video Visit is interrupted unexpectedly.

You may also share your Personal Data with us via third-party services such as Apple Health (iOS devices) or Google Fit (Android devices). If you enable such a connection, you are solely responsible for all such content that you enable Citrus to access and acknowledge that Citrus cannot and do not oversee how the relevant third-party uses your content or interacts with you. Citrus has no control over, does not review, and is not responsible for such third-party services. This Policy does not apply to such third-party services and any data you provide to third-party services, you provide at your own risk. We encourage you to review the privacy policies of any third-party services that you interact with.

If you provide us with your mobile phone number, we may send you text messages. Text messaging may include one-time or recurring texts to coordinate your healthcare or to tell you about our programs, products, services, or tools, or a survey about your experience at Citrus. Please do not respond to these messages or initiate messages to Citrus with health information specifically about you that is Protected Health Information. The only way to end text messages for a specific texting program is to reply STOP. You understand and approve that replying STOP to one texting program will not opt you out of all programs that you are enrolled in. You must reply STOP to each texting program that you no longer want to be a part of. Text messages may be sent to your mobile number using an automatic dialing system. Text messaging may not be available from all carriers. Carriers are not liable for delayed and undelivered messages. Message and data rates may apply to all text messages, whether delivered, delayed or undelivered.

After you send "STOP" to us, we may send you a message to make sure that you no longer want to get text messages from that program. After this, you will no longer get text messages from us from that texting program. If you want to join again, just sign up as you did the first time and we will start sending text messages to you for the programs you have signed up for.

We do not guarantee the successful delivery of text messages by your wireless provider.

We will not be liable for losses or damages that come from (i) a message not delivered or delivered late, or (ii) a message that goes to the wrong number; or

(iii) inaccurate or incomplete content in a text message. We are not liable for your use or reliance on the content of any text message.

You agree that the Platform is a communication service offered only as a convenience tool to Citrus patients. You understand that messages will be routed to the appropriate department as necessary for handling and therefore Citrus employees, agents and contractors, other than your healthcare provider, may be involved in addressing your request. You understand that you may receive messages, test results, and other communications delivered via the Platform.

You understand that information accessible through the Platform is not your complete medical record. If you want a copy of your complete medical record, please contact Citrus.

### **How Do You Create an Online Account?**

Our online services will prompt you to create an online account when necessary to use the online service. You simply follow each prompt and provide the requested information to set up your account.

For the best user experience and most secure connection possible, we recommend that you regularly update your web browser.

### **Can a Guardian or Legal Representative of an Adult Set Up Online Accounts for Another Adult?**

At this time, Citrus does not offer proxy access to guardians or legal representatives of adults.

### **What Do We Expect of You?**

Except for limited circumstances when minors have protected health conditions, you must be 18 years of age or older to use our online services.

You may only provide information that you own or have the right to use when you create, transmit, or display health or any other information on our Platform. You represent and warrant that all information you give Citrus through the Platform, including without limitation any information contained in your personal account, is accurate and complete.

You are responsible for updating us right away if your mobile number changes. It is your responsibility to give a correct mobile number and to update any

changes. If you don't give us your new mobile number, we are not responsible for any text messages sent to the wrong number.

You are responsible for maintaining the confidentiality of all login credentials and other confidential information relating to the use of your Citrus account(s) and are fully responsible for all activities that occur using your accounts.

You are responsible for taking all reasonable steps to ensure that no unauthorized person accesses your account. You must promptly notify Citrus of any unauthorized use of or access to your accounts. Citrus does not assume any responsibility or liability for any information that you transmit or submit to Citrus, or for any use or misuse by you or third parties who you authorize.

As a condition to your use of our Platform, you agree not to:

- Use our websites and services in a manner that could disable, overburden, or impair our websites and services or interfere with any other party's use and enjoyment of our Platform.
- Seek to obtain access to any materials or information through "hacking" or through other means we have not intentionally made available to you through our Platform.
- Submit material to the Platform that is false, defamatory, unlawfully threatening, or unlawfully harassing.
- Transmit materials through our Platform that you know or should know contain viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or Personal Data.

Also, if you live in a state or country that has laws that would either (1) void or alter these terms and conditions or (2) make illegal the access or use of our websites or online services, then your use of our websites or online services is unauthorized; it cannot be sanctioned by Citrus, and you use our websites or online services at your own risk.

### **Can We Revoke or Suspend Your Use?**

Citrus reserves the right at any time to terminate or suspend your access to some or all of our online services if you engage in activities that we conclude, in our discretion, breach your obligations stated in this Platform Policy.



## Who Owns the Content?

All information including, but not limited to, software, artwork, text, video, audio, pictures, logos, and other material contained on or embedded in our Platform (the “Content”), including all associated intellectual property rights and Citrus trademarks, are the proprietary property of Citrus and its licensors, and are protected by copyright and other intellectual property laws unless we have expressly granted you rights in or to that intellectual property.

If you are a copyright owner or an owner’s agent, and you find content that infringes upon your copyrights on our Platform, you may submit a notification according to the Digital Millennium Copyright Act (“DMCA”). To do so, please provide our Copyright Agent with the following information (see 17 U.S.C 512(c)(3) for further detail) in writing: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail; (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The designated Copyright Agent to receive notifications of claimed infringement for Citrus can be reached by sending an email to \_\_\_\_\_ or a letter to:

Citrus Infusion & Injection Center Inc.

[insert address]

You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid or may create civil liability for you under the DMCA.

## **Do You Have a Right to Use this Website and Content?**

Subject to these Terms and Conditions, Citrus grants to you a personal, revocable, non-assignable, non-sublicensable, and non-exclusive limited right to (i) use our Platform and (ii) view all Content (as defined herein) provided, made available or otherwise accessible via our Platform. Except as expressly authorized by Citrus, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on our Platform, in whole or in part. You shall not, in whole or in part, adapt, translate, modify, decompile, reverse engineer, or disassemble our Platform, merge our Platform into other program material, nor shall you otherwise create or attempt to obtain the source code of our Platform.

## **Does This Website Contain Links?**

Our Platform and this Policy may contain links to other sites. These links are for your convenience only, and Citrus makes no representations or endorsements whatsoever regarding such other sites. You should review the privacy policies of other sites carefully before providing any information to such website. Citrus is not responsible for the privacy policies or procedures or the content of any other website.

## **Will the Policy Ever Change?**

Citrus may modify or change this Policy at any time. Such modifications or changes become effective immediately when they are posted to our Platform. You agree to review this Policy frequently so that you will be familiar with the terms. You further agree that each time you use our Platform that you are, by such use, consenting to the terms of this Policy that are applicable at your time of use.

## **How Will We Resolve Our Disputes (Informally)?**

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If you have a dispute, send a Notice of Dispute by U.S. Mail to:

Citrus Infusion & Injection Center Inc.

[insert address]

Tell us your name, address, how to contact you, what the problem is, and what you want. We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.

## **How Will We Resolve Our Disputes (If Not By Agreement)?**

For purposes of this section:

- “We,” “our,” and “us” includes Citrus and all our affiliates.
- “You”, “your,” and “yours” includes yourself and any person who may assert a legal claim on your behalf, such as a spouse or family member under applicable law.
- “Disputes” is defined as broadly as possible. It includes any claim or controversy between you and us concerning this website, your Citrus account, or this Policy, under any legal theory including contract, warranty, tort, statute, or regulation.
- “Disputes” also includes any claims or controversies as to the scope or effect of this Policy.
- However, “Disputes” does not include claims or controversies:
  - relating to the enforcement or validity of your or our or our licensors’ intellectual property rights
  - or that can be fully satisfied in small claims court

You and we agree to arbitrate all Disputes on an individual (non-class) basis. Arbitration means the case will be decided by a private arbitrator. The arbitrator will apply the Federal Arbitration Act (“FAA”).

There will be no judge and no jury. The arbitrator’s decision will be final except for a limited right of appeal under the FAA.

The arbitrator will be the American Arbitration Association (“AAA”). AAA will apply its Consumer Arbitration Rules. To start an arbitration, fill out this Demand for Arbitration Consumer Arbitration Rules and mail a copy to AAA and us. In a dispute involving \$25,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in our principal place of business – Citrus County, Florida.

However, should AAA be unable or unwilling to arbitrate the case, a court may appoint an arbitrator under Section 5 of the FAA.

The arbitrator will hear the arbitration on an individual basis. There will be no class arbitrations, no class actions, no joinder of arbitrations (without our agreement), no private attorney general actions, and no actions where one party represents other, absent parties. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.

## **What is the Governing Law?**

You expressly agree that the substantive laws of the State of Florida will apply in connection with any such dispute including any claim involving Citrus or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers. The FAA will govern any arbitration.

## **Where Will Disputes Be Resolved?**

You and we agree to be subject to jurisdiction in the State of Florida. Any small claims matters must be brought only in Citrus County, Florida. Any claims related to IP matters may be brought only in Citrus County, Florida. Any action needed to compel enforcement of this Platform Policy, including the requirement to submit Disputes to individual (non-class) arbitration, shall be brought in Citrus County, Florida.

## **What are Citrus's Limited Warranties and Disclaimers of Liability? And What are Your Indemnification Obligations?**

CITRUS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING INFORMATION, CONTENT OR ITEMS APPEARING ON OUR WEBSITES. CITRUS DOES NOT WARRANT THAT DOWNLOADS FROM OUR PLATFORM WILL BE FREE OF ANY VIRUS, WORM, TROJAN HORSE, OR OTHER DATA ALTERING OR CONTAMINATING COMPONENTS. YOU ARE RESPONSIBLE FOR ENSURING THAT YOU HAVE IMPLEMENTED PROCEDURES TO PREVENT SUCH CONTAMINATING COMPONENTS FROM INFECTING YOUR COMPUTER OR DEVICE AND ITS DATA.

WHILE CITRUS TRIES TO KEEP THE INFORMATION ON OUR PLATFORM BOTH ACCURATE AND UP-TO-DATE, CITRUS DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CORRECTNESS, USEFULNESS, OR APPLICABILITY OF ANY INFORMATION, OR OTHER DATA OR ITEMS APPEARING ON OUR PLATFORM. CITRUS WILL NOT BE LIABLE IN ANY EVENT TO ANY USER FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE UPON THE INFORMATION, OR CONTENT ON THIS PLATFORM.

CITRUS DOES NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO OUR PLATFORM, AND OPERATION OF OUR PLATFORM MAY BE INTERFERED WITH BY FACTORS BEYOND CITRUS'S CONTROL.

THE WRITTEN CONTENT OF THIS PLATFORM IS FOR INFORMATIONAL PURPOSES ONLY. NEVER DELAY IN SEEKING MEDICAL ADVICE OR ATTENTION BECAUSE OF SOMETHING YOU HAVE READ ON THIS PLATFORM.

PLEASE SEEK THE OPINION OF A HEALTH CARE PROVIDER FOR TREATMENT OR DIAGNOSES OF ANY MEDICAL PROBLEM.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CITRUS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR INJURY, ILLNESS, DISABILITY, LOSS OF PROFITS, GOODWILL, USE, INFORMATION YOU PROVIDE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CITRUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) YOUR USE OR YOUR INABILITY TO USE OUR PLATFORM; (ii) THE COST OF PROCUREMENT OF SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THIS WEBSITE OR IN YOUR ONLINE ACCOUNT; (v) YOUR USE OF THE INTERNET OR YOUR INTERNET SERVICE PROVIDER; (vi) DEFECTS OR INACCURACIES IN YOUR DEVICE OR SOFTWARE USED TO ACCESS THE PLATFORM ; OR (vii) ANY OTHER MATTER RELATING TO YOUR USE OF THE PLATFORM. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CITRUS EXCEEDS THE TOTAL AMOUNT OF FEES PREVIOUSLY PAID BY YOU (IF ANY) TO CITRUS RELATING TO YOUR USE OF THE PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITRUS, AS WELL AS THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS AND SUPPLIERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM YOUR VIOLATION OF THIS PLATFORM POLICY OR THE USE OF OUR PLATFORM.

### **How Can You Contact Us About this Policy?**

If you have questions about this Policy or any other questions concerning our Platform, please contact:

Citrus Infusion & Injection Center Inc.

906 Eden Drive  
Inverness, FL 34452  
(352) 503-2442