

## ROUNDTRIP LEGAL DOCUMENTS

- [Privacy Policy](#)
- [System Availability Service Legal Agreement](#)

## **PRIVACY POLICY**

This Privacy Policy explains how information is collected, used, protected, share, and disclosed by Ride Roundtrip, Inc. (“Roundtrip”) and applies to the information collected when you use or access Roundtrip’s website at [www.roundtriphealth.com](http://www.roundtriphealth.com) (the “Website”) or when your information is submitted for use of the RoundTrip software application (“our Product”) (collectively, the “RoundTrip Service”). We respect the privacy rights of users and recognize the importance of protecting information collected about you. RoundTrip can be contacted at [support@roundtriphealth.com](mailto:support@roundtriphealth.com). The privacy policy is effective as of March 31, 2017 and last updated 3/15/2019.

### **Changing our Policy**

We may change this Privacy Policy from time to time. If we make any changes, we will revise the "Last Updated" date at the end of this Privacy Policy and, in some cases, we may provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). If there are material changes to this Privacy Policy, we will notify you more directly by email or means of a notice on the home page prior to the change becoming

effective. We encourage you to review our Privacy Policy whenever you access the Roundtrip Service to stay informed about our information practices and the ways you can help protect your privacy.

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 with us and stop using the Roundtrip Service. Your use of the Roundtrip Service after the posting of such changes shall constitute your consent to such changes. If you have any questions regarding this Privacy Policy, please email [support@roundtriphealth.com](mailto:support@roundtriphealth.com).

### **Information Collected**

We may collect or track information you provide to us when signing up directly for our services or when your organization signs you up to use Roundtrip Services.

- For example, we collect information when you enter into an agreement with Roundtrip as a customer, create or modify your profile and account, access and use the Roundtrip Service (including but not limited to when you upload, download, or share information), participate in any interactive features of the Roundtrip Service, submit a contact form, participate in a survey, activity or event, apply for a job, request customer support, or communicate with us via third-party social media sites. You may, however, visit our website anonymously.
- The types of information we may collect directly from you including your name, username, email address, postal address, phone number, information about your profile preferences, employer's name, job title, transactional information (including services purchased or subscribed to and the billing address), your registration for an attendance at events, your newsletter subscriptions, as well as any contact or other information you choose to provide. Please be aware that the information you or your organization choose to provide Roundtrip may reveal or identify information that is not expressly stated (for example, information that is provided to Roundtrip may reveal your gender). We also store information that you upload or provide to the Roundtrip Services ("Content") in order to provide you with the features and functionality of the Roundtrip Service.

Information we collect automatically when you use the Roundtrip Service. When you access or use the Roundtrip Service, we may automatically collect information about you, including:

- Usage, Log, and device Information: We collect information from your use of the Roundtrip Service such as system activity, hardware settings, browser type, browser language, location, date/time of visit, and the referral URL. We monitor user activity in connection with the Roundtrip Service and may collect information about the features you use, the Content you upload, download, share, or access while using the RoundTrip Service, the Content you access, and any actions taken in connection with the access and use of your Content in the Roundtrip Service
- Information Collected by Cookies and Other Tracking Technologies: A cookie is a small file containing a string of characters that is sent to your computer when you visit a website. When you visit the website again, the cookie allows that site to recognize your browser. Cookies may store user preferences and other information. You can set your browser to refuse all cookies or to indicate when a cookie is being sent. However, some website or application features or services may not function properly without cookies. We use cookies to understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. WE may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

## **Use of Information**

We may use the information collected through the Roundtrip Service for the limited purpose of providing the Roundtrip Service and related functionality and services for which Roundtrip has been engaged. The information may be used for a variety of purposes, including:

- Provide, operate, maintain, and improve the Roundtrip Service
- Enable you to access and use the Roundtrip Service
- Send you technical notices, updates, security alerts, and support and administrative messages
- Provide and deliver the services and features you request, process, and complete transactions, and send you related information, including purchase invoices
- Respond to your comments, questions, and requests, and provide customer service and support;
- Communicate with you about services, features, surveys, newsletters, offers, promotions, events, and provide other news or information about Roundtrip and our select partners;
- Process and deliver survey entries;

- Monitor and analyze trends, usage, and activities in connection with the Roundtrip Service and for marketing or advertising purposes;
- Investigate and prevent fraudulent transactions, unauthorized access to the Roundtrip Service, and other illegal activities;
- Personalize and improve the Roundtrip Service, and provide content and / or features that match your interests and preferences or otherwise customize your experience on the Roundtrip Service; and
- For other purposes about which we notify you.

Do Not Track. Some browsers offer a “do not track” (“DNT”) option. Because no common industry or legal standard for DNT has been adopted by industry groups, technology companies, or regulators, we do not respond to DNT signals. We will make efforts to continue to monitor developments around DNT browser technology and the implementation of a standard.

### **Sharing and Disclosure of Information**

We will not share personal information about you or any Content with any third parties except as described in this Privacy Policy, or as defined in an agreement with us, in connection with the Roundtrip Service. For example, we may share personal information about you:

- **To Vendors, Consultants, and Other Service Providers:** We may share your information with third-party vendors, consultants, and other service providers who are working on our behalf and require access to your information to carry out that work, such as to process billing or as it relates to a Product feature. These service providers are authorized to use your personal information only as necessary to provide services to Roundtrip.
- **In Compliance with Laws:** We may disclose your information to a third party: (a) if we believe that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process, or governmental request; (b) to enforce our agreements and policies; (c) to protect the security or integrity of the Roundtrip Service; (d) to protect Roundtrip, our customers, or the public from harm or illegal activities; (e) to respond to an emergency which we believe in the good faith requires us to disclose information to assist in preventing the death or serious bodily injury of any person; or (f) as otherwise directed by you.
- **For Business Transfers:** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company. You may be notified

thereafter via email of any such change in ownership or control of your personal information.

- As Aggregated and/or Anonymized Data: We may also share aggregated and / or anonymized information with third parties that does not directly identify you.

### **Collaboration and Sharing Features**

The Roundtrip Service offers collaboration features which allow you to share your Content through the RoundTrip Service. As a function of the collaborative nature of the Roundtrip Service, and based on the permissions and settings you choose, the use of such features enables the sharing of Content with people you want to collaborate with.

### **Global Data Privacy Protection**

Currently, Roundtrip uses model contract clauses as the basis for its approach to global data privacy protection and compliance with the EU Data Protection Directive 95/46/EC. These contractual clauses provide adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals and as regards the exercise of the corresponding rights.

### **Security**

You may access your profile information, our event and newsletter information through the use of an individual user ID and password. To protect the confidentiality of personal information, we strongly suggest that you keep your password confidential and that you do not disclose it to any other person. Please advise us immediately if you believe your password has been compromised in any way by emailing us at [support@roundtriphealth.com](mailto:support@roundtriphealth.com). In addition, always log out and close your browser when you finish your session to ensure additional security for your profile. Please note that we will never ask you to disclose your password to us.

If you have any questions about the security of your personal information, you can contact us at [support@roundtriphealth.com](mailto:support@roundtriphealth.com).

### **Your Choice**

Account Information and Retention. You may update, correct, or delete information about you at any time by logging into your profile and modifying your information, or by emailing us at [support@roundtriphealth.com](mailto:support@roundtriphealth.com). We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy. If you wish to deactivate your profile, please email us at [support@roundtriphealth.com](mailto:support@roundtriphealth.com) but note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period of time. We will respond to your access request within 90 days.

We will retain your information for as long as your profile is active or as needed to provide you with the Roundtrip Service. We will retain and use your information to comply with our legal obligations, resolve disputes, and enforce our agreements.

We will retain personal data we process on behalf of our customers as directed by paying customers. Roundtrip will retain this personal information as necessary to comply with legal obligations, resolve disputes, and enforce agreements.

Upon request, Roundtrip will provide you with information about whether we hold, or process on behalf of a third party, any of your personal information that we are aware of. To request this information, contact us at [support@roundtriphealth.com](mailto:support@roundtriphealth.com).

Promotional and Newsletter Communications. You may opt out of receiving promotional and newsletter emails from RoundTrip by following the opt-out instructions provided in those emails. You may also opt-out of receiving promotional emails and other promotional communications from us at any time by emailing [support@roundtriphealth.com](mailto:support@roundtriphealth.com) with your specific request. If you opt out, we may still send you non-promotional communications, such as security alerts and notices related to your access to or use of the Roundtrip Service or those about your profile or our ongoing business relations.

Cookies. Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies or to prompt you before accepting such a cookie. Please note that, if you choose to remove or reject browser cookies, this could affect the availability or functionality of the Roundtrip Service.

California Residents. Under California law, California Residents who have an established business relationship with RoundTrip may choose to opt out of Roundtrip's disclosure of personal information about them to third parties for direct marketing purposes. If you choose to opt out at any time after granting approval email [support@roundtriphealth.com](mailto:support@roundtriphealth.com) Because we value your privacy, we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent. In accordance with California Civil Code

Section 1789.3, California resident users are entitled to know that they may file grievances and complaints with the California Department of Consumer Affairs, 400 R Street, STE 1080, Sacramento, CA 95814; or by phone at (916) 445-1254 or (800) 952-5210; or by email to [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

### **Links to Third-Party Websites**

We may place links on the Roundtrip Service, including the Roundtrip blog. When you click on a link to a third-party website from our website or application, your activity and use on the linked website is governed by that website's policies, not by those of Roundtrip. We encourage you to review the privacy and user policies of such third-party websites.

### **Our Policy Toward Children**

The Roundtrip Service is not directed to individuals under 16. We do not knowingly collect personal information from children under 16. If you become aware that a child has provided us with personal information, please contact us at [support@roundtriphealth.com](mailto:support@roundtriphealth.com). If we become aware that a child under 16 has provided us with personal information, we will take steps to delete such information. Please note, if you are under the age of 16, you may not use our website, products, or services.

### **SYSTEM AVAILABILITY SERVICE LEGAL AGREEMENT (SLA)**

1. 1.1 Roundtrip warrants at least 98.95% System Availability during each calendar month excluding Scheduled Maintenance Window and Emergency Maintenance.
2. 1.2 Definitions. Except as otherwise modified or defined herein, all capitalized terms in this SLA have the same meanings as set forth in the Services Agreement executed by the parties (collectively, "Agreement"). For the purposes of this SLA, the following definitions will apply:
  1. 1.2.1 "Emergency Maintenance" means downtime of the Production Service outside of Scheduled Maintenance Window hours that is required to complete the application of urgent patches or fixes, or undertake other urgent maintenance activities. If Emergency Maintenance is required Roundtrip will promptly contact Client and provide the expected start time and the expected duration of the Emergency Maintenance, and if Roundtrip expects the Production Service to be completely unavailable during the Emergency Maintenance.

2. 1.2.2 “Scheduled Maintenance Window” means the window during which scheduled maintenance of the Production Service may be performed. The Scheduled Maintenance Window between the hours of 11:00pm and 3:00am EST. In the event Roundtrip expects the Scheduled Maintenance Window activity to result in the Production Service being unavailable to Client, Roundtrip will provide Client with a minimum of two (2) business days advanced notification.
3. 1.2.3 “System Availability” means the percentage of total time during which the Production Service is available to Client, excluding Scheduled Downtime and Emergency Maintenance.

1.3 Remedy. If the System Availability is less than 98.95% and if Client has fulfilled all of its obligations under the Agreement and this SLA, Roundtrip will provide Client with a Service Credit for the month in which the failure to meet this SLA has occurred. The Service Credit will be calculated in accordance with the below:

- For Monthly System Availability less than 98.95% but equal to or greater than 98.0%, you will be eligible for a 10% Service Credit
- For Monthly System Availability less than 98.0%, you will be eligible for a 20% Service Credit.
- If Client submits one or more validated SLA claims under this SLA in each of the three (3) consecutive
- calendar months or if Client submits three or more validated SLA claims under this SLA in any period of thirty (30) consecutive days, Client may terminate the Agreement upon thirty (30) days written notice.

1.3.1 Response Time. Roundtrip’s operating hours are from 9am-5pm Monday through Friday Eastern Time excluding US holidays. Available user support for application usage will be available during this time. In the event of service interruption during this time frame, all items will be resolved within 24 hours of when the Roundtrip Technology Infrastructure team is notified of the interruption.

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1.3.4 Problem Resolution Response Time. The following categories indicates how the Roundtrip Information Technology team will determine how to categorize each issue or service interruption:

<b>Priority</b>	<b>Impact</b>	<b>Examples</b>
<b>1 – Critical</b>	Service outage or major application problem making it impossible to use the information system	Application is not available for use
<b>2 – Major</b>	Large number of users is impacted and no work-around exists	Slow application response time due to server issues. Intermittent application issues
<b>3 – Ordinary</b>	Impact on a small number of users or issues with the Information System but work-arounds exist	Users running a supported web browser but certain functionality breaks on unsupported web browser. Application is still usable, but some minor functionality may not work properly
<b>4 – Low</b>	No impact on users	A request for a feature enhancement

## 2. General Terms Applicable to SLA

### 2.1 Service Credits

2.1.1 “Service Credit” is the percentage of the monthly Production Service Fees for the Production Service that

is awarded to the Client for a validated claim related to breach of the SLA during that month

2.1.2 In any given month Client shall in no event be entitled to receive a credit that exceeds 100% of its monthly

Production Service Fee for the Production Service

2.1.3 Service Credits shall be credited by Roundtrip on a monthly basis and applied to the following month’s

fees or refunded on a monthly basis if Client has paid Roundtrip in advance for more than one month. In no event shall the Service Credits exceed the fees due for the following month (or if prepaid for more than one month, 1/the number of months paid for in advance)

## 2.2 SLA Claims

2.2.1 Client shall have the remedies under the SLA commencing upon thirty (30) days after the Effective date of

the Agreement.

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1. 2.2.2 Client must notify Roundtrip via email to support@roundtriphealth.com within five (5) business days from date of incident it first believes entitles it to receive a remedy under the SLA set forth below.
2. 2.2.3 For all claims subject to validation by Roundtrip, Roundtrip will use log files, database records, audit logs, and other information available to validate claims and make a good faith judgement on the applicability of SLAs to said incident. Roundtrip shall make information used to validate a SLA claim available for auditing by Client at Client's request and cost.
3. 2.2.4 Roundtrip shall not alter auditing logs or audited time stamps or events.
4. 2.2.5 The remedies set forth herein represent Client's sole and exclusive remedy for Roundtrip's breach of the
5. SLA defined in this SLA.

## 2.3 Exclusions

1. 2.3.1 Client shall not have any remedies under any SLA in connection with any Force Majeure Event as defined
2. in the Agreement.
3. 2.3.2 Client shall not have any remedies under any SLA to the extent any SLA claim is due to:
4. Use of the Production Service outside the scope described in the Agreement and the Documentation; Client Equipment and/or third party software, hardware or network infrastructure outside of Roundtrip's data center and not under the direct control of Roundtrip;
5. Failure of Client to meet the configuration requirements for Client Equipment set forth in the Documentation;
6. Failure of the external internet beyond Roundtrip's network;
7. Electrical or internet access disruptions;
8. Any actions or inactions of Client or any other third party not under the direct control of RoundTrip
9. or

10. Attacks (i.e. hacks, denial of service attacks, malicious introduction of viruses and disabling devices) caused by third parties.