DAVIS OSTEOPATHIC CENTER

Website Cookie Policy and Terms and Conditions

Authentic Health D.O., LLC, DBA: Davis Osteopathic Center, (the "Practice"), is a private medical practice and exercises care for your personally identifying information (PII) and your electronic personal health information (ePHI). Please note that our Cookie policy and Terms and Conditions policy are separate from our Notice of Privacy Practices policy, which is a more in-depth policy we enact if you should request to become one of our patients.

Cookie Policy

What is a Cookie?

Cookies are small pieces of data stored on your browser from visiting a website. They typically help keep track of settings you select and actions you take on the site, and they can help us ensure that our website remains protected from fraud or attack. To learn more, please access All About Cookies.

- **How the Website Collects Data:**
  - Our platform may collect certain data from you when you access our pages.
- **What Data is Collected:**
  - Our website does not currently allow for online appointment scheduling or submitting questions via the website. We require that you call our office phone number if you would like to schedule with us or if you have other questions.
  - Any online payment links take you to a separate HIPAA-compliant, PCI- and DSS-compliant payment webpage hosted through our credit card processor, Practice Management Bridge®, for the purpose of securely handling your PII / ePHI and payment information.
  - Our website may collect the Internet protocol (IP) address used to connect your computer to the Internet, device and connection information. We may use Wix's software tools to measure and collect session information, including page response times, country location, length of visits to certain pages, page interaction information, the referring website or ad platform (e.g., Facebook or Google), when applicable, and methods used to browse away from the page.
- **How Data is Used:**
  - Via the Practice
    - Any data automatically collected regarding your session information is used solely for the purpose of site traffic analysis, which we use to determine possible improvements to the website, our services, or marketing opportunities. While the website may automatically collect it, the practice does not have visibility into your specific IP address used to access our site.
  - Via Wix
    - Wix does not sell or share your personal information for monetary compensation. By accessing our site or others hosted through Wix website builder, Wix may be able to offer you more personalized advertisements or content. You can switch this off by accessing the toggle feature on the "do not sell or share my personal information" page.
- **Who Has Access to Data:**
  - We (the "Practice") do not have visibility into your IP Address through our site traffic analytics. Employees with access to our site traffic analytics may be able to view other session information for the purpose of possible improvements to the website, our services, or marketing opportunities. The Wix website platform can access data collected through the Wix website.
- **How the Data is Protected/Stored**
  - Our company is hosted on the Wix.com platform. Wix.com is a Business Associate (BA) for our company in alignment with the standards set forth in the Health Insurance Portability and Privacy Act of 1996, and Wix.com provides us with the online platform that allows us to sell our services

to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.
    - All Wix sites use HTTPS and SSL protocols, providing industry standard security for your information. Any data sent between our site and your browser is encrypted, ensuring a safe browsing experience for all. We have additionally enabled PHI Protection on our website as part of compliance with HIPAA standards for protected health information.
- **Advertising Disclaimer**
    - We may advertise our services on platforms such as Facebook. These platforms may provide us with aggregated performance information about our ads (for example, how many people clicked the ad). This information does not identify you and cannot be linked to your visit to our website.
- **Traffic Sources (Including Facebook Advertising)**
    - If you arrive at our website through an online advertisement or link (such as an ad or post on Facebook or another third-party platform), our website platform (Wix) may log general, non-identifying referral information. This may include:
        - The website or platform that directed you to our site
        - General device or browser information
        - The date and time of your visit
        - Pages viewed on our site
    - This referral data does not identify you personally, is not linked to any name or account, and is used for high-level traffic analysis only (for example, to understand which outreach methods help users find our site). We do not use the "Facebook Pixel" or any Meta tracking tools that collect or transmit personally identifiable information (PII) or personal health information (PHI).
    - To maintain HIPAA compliance and protect your privacy:
        - We do not install or use the "Facebook Pixel".
        - We do not share visitor or session data with Facebook or Meta for advertising or tracking purposes.
        - We do not use retargeting tools that identify or track individuals.
- **How You Can Exercise Your Data Rights:**
    - As we do not collect personal information on our Wix website (a call must be placed to schedule with or contact us, and payment processing occurs via a separate webpage hosted by another vendor), we do not have specific data (name, address, etc.) to be purged on request, nor can we tie session information to a specific user, as we do not have visibility into the IP Address per session. However, if you would like to limit the information that Wix automatically collects related to your session on the website, or delete cookies, you can adjust your privacy settings on your personal browser:
        - The following links explain how to access cookie settings in various browsers:
            - Cookie settings in Firefox
            - Cookie settings in Internet Explorer
            - Cookie settings in Google Chrome
            - Cookie settings in Safari (OS X)
            - Cookie settings in Safari (iOS)
            - Cookie settings in Android
        - To opt out of being tracked by Google Analytics across all websites, visit: http://tools.google.com/dlpage/gaoptout.
        - Wix may be able to offer you more personalized advertisements or content. You can switch this off by accessing the toggle feature on the "do not sell or share my personal information" page.
- **How to Contact Us:**
    - To contact us for any reason, please call 317-576-3211. This is our main phone line connected to our AI assistant. For complex needs, request to be transferred to the front desk.
- **Privacy Policy Updates:**
    - We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that

you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Website Terms and Conditions

- **Binding of Terms:**
    - This website is owned and operated by Authentic Health D.O., LLC (DBA: Davis Osteopathic Center). These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors information regarding our company's purpose, services, and ways to contact us. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms. The Practice provides in-person services only in Hendricks County, Indiana, and certain telehealth services in Indiana and Ohio.
- **Who Can Use Our Website:**
    - In order to use our website and/or receive our services, you must reside in the United States of America or its territories, be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.
- **Commercial Terms:**
    - The prices we charge for using our services are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing is available on the payments page.
- **Right to Change Offerings:**
    - We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.
- **Ownership of Intellectual Property:**
    - The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of the Practice. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.
- **Indemnification:**
    - You agree to indemnify and hold the Practice harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.
- **Limitation of Liability:**
    - To the maximum extent permitted by applicable law, in no event shall the Practice be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.
    - To the maximum extent permitted by applicable law, the Practice assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service;

and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

- **Promotional Content:**
    - At this time, we do not collect data to automatically send promotional content to you.
- **Preference of Law and Dispute Resolution:**
    - These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Indiana, United States of America, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to the exclusive jurisdiction and venue of (i) the State Courts sitting in Hendricks County, Indiana, unless the subject matter requires only federal jurisdiction, then (ii) the Southern District of Indiana. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.
- **Contact:**
    - To contact us for any reason, please call 317-576-3211. This is our main phone line connected to our AI assistant. For complex needs, request to be transferred to the front desk.