

Privacy Policy (En Español)

Introduction

TeleStart brings you general information on health during pregnancy and can run for a period of up to 9 months during pregnancy and up to 12 months following birth. TeleStart considers certain demographic information you provide along with your preferences, and is fine-tuned over time based on your progress. TeleStart provides an opportunity for clients to be directly connected to a health professional to address any concerns and questions they may have or be connected to a peer support worker to be provided additional local community referrals or resources to assist them throughout their pregnancy into their postpartum recovery.

This Privacy Policy outlines how we protect your Personally Identifiable Information (PII) and, what PII we may collect, and how we may use that Information. This Policy does not cover our use of any PII collected through any means other than the TeleStart service.

We Respect Your Privacy

TeleStart service provider, the Healthy Start Coalition of Hillsborough County, and partner, the Florida Department of Health, respect your privacy and that of every individual who visits or signs up for the service, or provides us with PII via the interactive features of the service or contacts us through our website by e-mail. PII means any information that identifies or can be used to identify, contact, or locate the person to whom such information pertains, or from which identification or contact information of an individual person can be derived. PII includes, but is not limited to: first and last name, address, phone number or email address. PII may include information known as Protected Health Information (or "PHI") which is defined by and managed in accordance with a Federal Law known as HIPAA. In providing the Service, we both receive PII from you, and send PII to you. We may also receive your PII from our partners if you have given them permission to share it with us.

Information We Collect

In connection with the TeleStart services, we may ask you to provide certain demographic information, including your age, gender, actual or expected delivery date, zip code, mobile number, e-mail address, and/or other information to help provide customized services to the client. Submitting such Information to us constitutes your consent to our using your PII in accordance with this policy.

Data Retention

You have a right to request a copy of your PII. Your PII will be provided to you within 30 days. You also have a right to request that we delete any PII that we store and we shall delete it within 90 days. For either request please email (telestart@hstart.org)

Unless you have requested otherwise, or we are asked to delete any PII about you that has been provided by one of our Partners, PII associated with your account will be maintained for 7 years following your last use of service. "Last Use of Service" means the earlier date that you cancel the TeleStart service or you have progressed out of the program. We maintain PII associated with your account following your Last Use of Service and for the period set forth in the immediately preceding sentence so we may use the data for internal and external evaluation purposes to learn from and improve upon the program. Thereafter it will be deleted.

How We Use the Information

We may use your PII for several reasons:

- To provide you with the service.
- To personalize the service.
- To provide you with customer support.
- To evaluate and improve the service.
- To notify you of new service features and other services that we provide.
- To notify you of other health services and benefits that our partners may provide you.
- To take actions to help us obey laws or stop fraud and abuse.
- To take actions to enforce our agreements and policies.
- To manage our operations.

We Do Not Sell Your Personal Information

We do not sell, rent, or lease your PII to any third party.

Who Has Access to Your Personal Information

We may share with third parties, including but not limited to local and state health departments and academic research organizations, personally de-identified information collected from users of our service without the users consent. This information will most often be aggregate in nature, but where it does contain record level data all PII will be removed. We may share your PII with a partner if you were enrolled in the service through that partner. We may also share your PII with a partner if you have provided consent for that partner to use your PII.

Where it is necessary to share PII information we will either request the individual's explicit consent or, for example to support the formal evaluation of our service, only do so with third parties that have been authorized and vetted by us in advance and who have signed a Data Use Agreement (or similar) that hold them responsible for protecting the information shared in line with this Privacy Policy. Authorized third parties who have access to PII cannot use this information outside of the scope of the agreement we have with them nor can they use any contact details provided to contact you independently unless you have provided additional and direct consent for them to do so. We may ask you if we can contact you at the time of

enrollment in TeleStart or subsequent to this. If you provide your consent your contact information will only be used by us or by one of our authorized third parties. If you do not provide your consent you will not be contacted.

Within our organization, we restrict access to PII to those employees on a need-to-know basis in order to resolve problems with the service or provide customer support. We also instruct them on how to secure identifiable information properly. We may, on occasion, hire other companies to provide a service on our behalf. If any such entity has access to PII, we prohibit their use of such information beyond the service they are providing on our behalf.

Ownership of Aggregated Data

Notwithstanding anything set forth in this Privacy Policy to the contrary, after de-identifying each individual end user's PII, including your PII, the Healthy Start Coalition of Hillsborough County and the Florida Department of Health may aggregate your de-identified PII with other end users' de-identified PII (collectively the "Aggregated Data"). You acknowledge and agree that the Healthy Start Coalition of Hillsborough County shall own the Aggregated Data and each of them may use the Aggregated Data in any manner provided that no personalized information or data of any end user shall be disclosed to any third-party except in accordance with this Privacy Policy.

Disclosures Required by Law

We may access and/or disclose PII if required to do so by law or in the good faith belief that such action is necessary to conform to the edicts of the law or comply with legal process served on us, or act in urgent circumstances to protect the personal safety of users of our service or members of the public. To the extent practicable and legally permitted, we will attempt to advise you prior to any such disclosure, so that you may seek a protective order or other relief limiting such disclosure.

Technical Information We Collect

Our web servers automatically collect non-personal information such as the domain name of the internet access provider, the IP address used to connect the computer to the internet, the average time spent on our website, pages viewed, information searched for, access times, and other relevant statistics.

Cookies

"Cookies" are small data files, encrypted for added security, that a website commonly places on a visitor's hard drive to identify the user when he or she returns. Our website uses cookies to measure activity and traffic patterns on our site. Your browser may be set to warn you before accepting cookies and you can choose to refuse cookies by selecting that option in your browser. You do not have to permit cookies to use our website, although certain features of our website may not be available to you without cookies.

Contact Us

If you have questions regarding our Privacy Policy, please e-mail us at <u>telestart@hstart.org</u>. You may also elect to stop receiving or SMS messages from us at any time by following the instructions provided in the message.

If you are experiencing problems with TeleStart services you can contact us by emailing telestart@hstart.org Please provide a full problem description in the e-mail.

Terms and Conditions

General

This website, including all of its features and content, and the mobile information service, including all of its features and content including the TeleStart service is provided by the Healthy Start Coalition of Hillsborough County and may be used solely pursuant to the terms and conditions set forth herein ("Terms and Conditions").

Your use of the TeleStart service is further subject to the terms of our Privacy Policy which is posted on the www.healthystartcoalition.org website as well as any modifications to these Terms and Conditions, the Privacy Policy, any other policies established by the Services Provider.

TeleStart outreach partners are defined as organizations who have signed a Memorandum of Understanding with the Healthy Start Coalition of Hillsborough County agreeing to promote the TeleStart service. For the purposes of these Terms and Conditions, TeleStart outreach partners are referred to as "partners".

Your use of the Service constitutes your agreement to be bound by all of these Terms and Conditions and any and all guidelines and policies established by the Healthy Start Coalition of Hillsborough County. Your use of the Service constitutes your agreement that, should you object to any term or condition of the Terms and Conditions, any guidelines, any policies, or any subsequent modifications thereto or become dissatisfied with the service in any way, your only recourse is to discontinue use of the service.

Medical Disclaimer

TeleStart is not a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding medication, medical conditions or treatment.

Through TeleStart services, you do have access to medical professionals, via telehealth services, for non-emergency inquiry, health monitoring or recommendations. In case of emergency, always seek out emergency help by calling 911 or visiting your local emergency medical services to be seen in-person.

General Disclaimer

TeleStart is provided to you "as is," without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, non-infringement, or fitness for any particular purpose. The Healthy Start Coalition of Hillsborough County does not warrant the accuracy or completeness of the service, the suitability of the content or the reliability of any advice, opinion, statement or other information displayed or distributed through the TeleStart. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. The Service Provider do not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that the host website is free of viruses or other harmful components.

Information You Provide

Any PII you provide to the Healthy Start Coalition of Hillsborough County via this website or via the Mobile TeleStart service is protected by and subject to our Privacy Policy.

Access or Delivery to Mobile Network is Not Guaranteed

Delivery of information and content from or to a mobile device may fail due to circumstances or conditions beyond the Healthy Start Coalition of Hillsborough County's control. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of the Healthy Start Coalition of Hillsborough County and the Healthy Start Coalition of Hillsborough County is not responsible or liable for such problems.

Message Transmission and Delivery by Your Network Operator

You understand and acknowledge that your use of TeleStart from a terminal such as a personal mobile device or personal computer is subject to any agreements you have with your network service provider. Message & data rates may apply when replying to SMS messages, calling phone numbers, uploading documents or linking to websites within TeleStart messages.

Text and E-Mail Messages are Not Encrypted

Text Message (SMS) communications or emails from TeleStart are not encrypted and therefore this information can be read if intercepted while in transit. Although the Healthy Start Coalition of Hillsborough County's use of this information is governed by the Privacy Policy, it is possible for these communications to be intercepted or accessed without your authorization. By using TeleStart services, you hereby release the Healthy Start Coalition of Hillsborough County, their officers, directors, employees, contractors, agents, successors, assigns, and all of their affiliates, and partners, from any and all liability arising from or related to any such unauthorized access.

Text and E-Mail Messages Stored on Your Device are Your Responsibility

Once delivered to your device or e-mail server, text and e-mail messages are under your control and are your responsibility and you hereby release the Healthy Start Coalition of Hillsborough County, their officers, directors, employees, contractors, agents, successors, assigns, and all of

their affiliates, and partners from any and all liability arising from or related to access to e-mail and/or text messages.

Service May Be Limited by Your Operator or Your Device

You agree and accept that your use of TeleStart may be limited by your network operator or by the capabilities or capacities of your terminal or mobile device.

Mobile Network Operators may not Support All Users

You acknowledge that certain operators do not support or offer certain mobile network services, such as delivery of messaging and mobile internet access. You understand and agree that the TeleStart may not, in part or in whole, be available to you if your mobile network operator does not support them in a standard that conforms to the services.

Limitation of Damages

In no event shall the Service Provider or any of their officers, directors, members, shareholders, employees, contractors, agents, successors, assigns, and all of their affiliates, subsidiaries, and/or partners, be liable to any entity for any direct, indirect, special, consequential, punitive or other damages of any kind whatsoever (including, without limitation, any medical expenses, lost profits or revenue, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use, the service (including any errors or omissions), materials, and functions of the service, or any linked website, even if the Healthy Start Coalition of Hillsborough County is expressly advised of the possibility of such damages.

Changes in Content

The Healthy Start Coalition of Hillsborough County may, in their sole and absolute discretion, terminate, change, suspend or discontinue any aspect of TeleStart services. The Healthy Start Coalition of Hillsborough County, in their sole and absolute discretion, may impose limits on certain features and service or restrict access to parts or all of the service without notice or liability.

Changes in Terms and Conditions

The Healthy Start Coalition of Hillsborough County reserves the right, in their sole and absolute discretion, to change, modify, add or remove any portion of these Terms and Conditions in whole or in part, at any time. Changes in these Terms and Conditions will be effective when posted to our website. Your continued use of the Service after any changes to the Terms and Conditions have been posted will be deemed to be your acceptance of those changes. If we make changes we will revise the date at the top of the Terms and Conditions. For material changes to Terms and Conditions, we will notify you either by placing a prominent notice on the TeleStart service webpage or by sending you a notification directly. We encourage you to review this statement periodically. Please be aware that these Terms and Conditions do not necessarily apply to other separately operated products or services that we provide.

Suspension/Termination

The Healthy Start Coalition of Hillsborough County may determine, in their sole and absolute discretion, that you are in, or have been, in violation of these Terms and Conditions. If the Healthy Start Coalition of Hillsborough County makes such a determination, then they may suspend or terminate providing TeleStart services to you.

International Users and Choice of Law

This website and the TeleStart service is controlled by the Healthy Start Coalition of Hillsborough County from their offices in Hillsborough County, Florida within the United States of America. The Healthy Start of Hillsborough County makes no representation that materials associated with this website or within TeleStart services are appropriate or available for use at other locations outside of their county of service (Hillsborough County, FL) and access to them from territories where their contents are illegal is prohibited. You may not use the website or export the materials in violation of U.S. export laws and regulations. If you access this website from a location outside of the United States, you are responsible for compliance with all local laws. These terms and conditions of use shall be governed by the laws of the State of Florida without giving effect to its conflict of the State's law provisions.

Spam is Prohibited and Causes Damages

You will not use the Service to transmit, either directly or indirectly, any bulk mobile messages or unsolicited commercial mobile messages. A breach of any part of the Federal Anti-Spam Laws or the Service Provider's Anti-Spam Policy is a breach of the Terms and Conditions and certain federal and state laws. Such violations may subject the sender and his or her agents to civil and criminal penalties.

To cancel the service, text STOP at any time. For technical help, text HELP.

Contact Us

If you have questions regarding our Terms and Conditions, please e-mail us at <u>telestart@hstart.org.</u> You may also elect to stop receiving e-mail or SMS messages from us at any time by following the instructions provided in the message.

If you are experiencing problems with the Service you can contact us by e-mailing <u>telestart@hstart.org.</u> Please provide a full problem description in the e-mail.