



This Privacy Policy is by and between MMS Analytics, Inc. d/b/a MyMedicalShopper™ (“MMS”) and its both paying and non-paying clients (“Client”). MMS and Client are referred to collectively as “the Parties”.

Last Updated: June 21, 2018
PRIVACY POLICY

Welcome to MyMedicalShopper! Our Privacy Policy (the “Policy”) is important and describes how we use your information, so please read it carefully.

By accessing or using the websites, mobile applications (apps), or blogs (collectively, the “Sites”) provided by MMS Analytics, Inc. dba MyMedicalShopper or our subsidiaries or other affiliates (collectively, “MyMedicalShopper,” “MMS,” “we,” “us,” or “our”) that link to this Policy, you agree to be bound by this Policy and all of the terms incorporated herein by reference. If you do not agree to this Policy, you may not access or use the Sites.

This Policy does not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services, or otherwise. If you are using the Sites on behalf of any person or entity, you represent and warrant that you are authorized to accept this Policy on such person or entity’s behalf and that such person or entity agrees to be responsible to us if you or such person or entity violates these terms.

MMS Analytics, Inc. reserves the right to change or modify this Policy at any time and in our sole discretion. If we make changes to this Policy, we will provide notice of such changes, such as by sending an email notification, providing notice through the Sites, or updating the “Last Updated” date at the beginning of this Policy. By continuing to access or use the Sites, you confirm your acceptance of the revised Policy and all of the terms incorporated therein by reference. We encourage you to review the Policy frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites. If you do not agree to the revised Policy, you may not access or use the Sites.

1. Healthcare and Financial Information

MyMedicalShopper maintains healthcare and financial information (“Healthcare and Financial Information”) in accordance with applicable state and federal laws, specifically, Healthcare and Financial Information, which is deemed Protected Healthcare information (“PHI”), by the Health Information Portability and Accountability Act of 1995 (“HIPAA”), is maintained in accordance with HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”).

MyMedicalShopper will not share your Healthcare and Financial Information unless (i) you authorize the third party to access such information; or if (ii) you are provided access to the application as part of your benefit package for the purposes of reimbursing healthcare expenses; or if (iii) you have enrolled through a third party for access to MyMedicalShopper so as to allow the third party to distribute funds to or from a health reimbursement arrangement (HRA), health savings account (HSA), flexible spending account (FSA), or similar tax-advantaged health benefit account, or to (iv) facilitate the administration of the MyMedicalRewards program, by which you earn nominal rewards for receiving care relative to set reference prices. In the case of reimbursement of healthcare expenses by a third party, you agree that your Personal Information will be accessible by the third party. In the case of the sign-up through a third-party site or mobile app, you agree that such information will be made available to the third party and the third party’s privacy policy will apply.

Furthermore, you acknowledge and agree that MyMedicalShopper may disclose Healthcare and Financial Information in response to legal process to appropriate legal or private parties to respond to claims and legal process (including but not limited to subpoenas) to protect the property and rights of MyMedicalShopper or a third party used to access the Service, to protect the safety of the public or any person, or to prevent or stop activity it may consider to be, or to pose a risk of being, illegal, unethical, or legally actionable.

MyMedicalShopper may aggregate your Healthcare and Financial Information as part of our Service. “Aggregate Information” is defined as

information that has been cleansed to remove all individual identifying information, including but not limited to: your name, date of birth, health plan member ID, MMS User ID, and any other claim information that could be reasonably used to re-identify any individual.

You understand that this Aggregate Information is essential for populating the data behind the MyMedicalShopper platform, and that your use of certain premium site features requires your consent to share your own Personal Information with MyMedicalShopper for the benefit of all users. You understand that MyMedicalShopper takes reasonable measures to remove any Personal Information that may allow for patient identification or re-identification. Although MyMedicalShopper may use your Personal Information to provide specific services for you as described above, Personal Information is never stored or used for the purpose of data aggregation. You understand that MyMedicalShopper may record and save claim information such as claim ID, procedure code, procedure name, associated procedure codes and names, provider name, charged amounts, paid amounts, copay amounts, coinsurance amounts, deductible amounts, month of services, or other non-personal information about healthcare services you may receive.

Personal Information

When you access and use the Service, MyMedicalShopper may ask you for Personal Information that can be used for contact or identification purposes (“Personal Information”). Personal Information includes, but is not limited to your name, email address, mailing address, and any other information that you provide to MyMedicalShopper. MyMedicalShopper uses this Personal Information to provide the Service and administer your account. Personal Information may be aggregated, de-identified, de-personalized, and used to improve the quality of the MyMedicalShopper Service (“Aggregated Personal Information”).

Log Data

MyMedicalShopper collects information about how you use the Services, including the MyMedicalShopper website (“Log Data”). MyMedicalShopper may collect such information by using commonly-used information-gathering tools, such as cookies and similar technologies, and the MyMedicalShopper servers may collect additional information when you are using the Service. This Log Data may include information such as your computer’s Internet Protocol (“IP”) address, “pages” of the MyMedicalShopper Service that you visit, time spent on those pages, information you search for on our Service, access times and dates, and other statistics. MyMedicalShopper may use Log Data to monitor and analyze use of the Service and for the Service’s technical administration, to increase the Service’s functionality and user-friendliness, and to better tailor it to the MyMedicalShopper users’ needs. Additional information about cookies is given below.

Cookies

MyMedicalShopper, like many websites, uses cookies to make interactions with the Service easier and to provide meaningful communications. Both session-based and persistent-based cookies are used. Persistent-based cookies are used to save your login information for future logins. Session-based cookies exist only during one session and disappear from your computer when you close your browser software or turn off your computer. Session-based cookies enable certain features of the Service, to better understand how you interact with the Service and to monitor aggregate usage by Subscriber’s and internet traffic routing. Unlike persistent-based cookies, session-based cookies are deleted from your computer when you log off from the Service and then close your browser. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies however, you may not be able to use all functionality of the Service. MyMedicalShopper may use information from cookies in combination with User Data to provide you with information about MyMedicalShopper.

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5. Do Not Track Policy

MyMedicalShopper does not engage in the collection of information or data about your online activities across third-party websites or online services. MyMedicalShopper does not allow third parties to collect information about your online activities over time and across third-party websites when you use MyMedicalShopper online services. MyMedicalShopper does not respond to web browser “do not track signals.”

6. Service Provider

MyMedicalShopper works with other companies that help to facilitate the Service, to provide the Service on our behalf, to perform improvements to the Service, or to assist in analyzing how the Service is used. Such companies, (“Service Providers”) provide services such as delivering customer support, processing HRA, HSA, and FSA payments, and sending emails. These Service Providers have access to Personal Information only to perform these tasks on our behalf and are contractually required not to disclose or use it for any other purpose. Aggregate Information and Non-Identifying Information

7. MyMedicalShopper may share Aggregated Information that does not include Personal Information or PHI and may disclose Non-Identifying Information and Log Data with Service Providers for enhancement of features of the Service, industry analysis, personalization, and other purposes.

Law Enforcement

8. MyMedicalShopper cooperates with government, law enforcement officials, and private parties to enforce and comply with the law. MyMedicalShopper will disclose any information about you to government or law enforcement officials or private parties as legally necessary or required to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of MyMedicalShopper, Service Providers, or Third Parties through which you access the Service, to protect the safety of the public or any person, or to prevent or stop activity MyMedicalShopper may consider to be, or to pose a risk of being, illegal, unethical, or legally actionable.

Business Transfers

9. MyMedicalShopper may transfer or otherwise share some or all of its assets, including Personal Information, in connection with a merger, acquisition, reorganization or sale of assets, or in the event of bankruptcy.

Security

10. MyMedicalShopper has implemented administrative, physical, and technical safeguards to protect the security and confidentiality of Healthcare and Financial Information in its databases; and maintains reasonable policies to limit access and detect, contain, and correct security violations. MyMedicalShopper maintains your and your dependent’s individually identifiable data in a secure and confidential basis as noted in the previous section and as per any Appendix to this agreement or additional HIPAA Authorizations, Business Associate Agreements, or any other additional Terms of Service.

11. Contacting Us

MyMedicalShopper welcomes your questions or comments regarding this Agreement and all other agreements:

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Effective as of February 15, 2014