

Our Commitment to Your Privacy

Your trust in us is a precious asset. One way we hope to earn your trust is by properly protecting your personal information.

So we stand by the following principles to secure your privacy:

- Anything you enter into Liquid Healthcare stays in Liquid Healthcare unless and until you choose to share it.
- You can share any personal information you enter into Liquid Healthcare with your doctors.
- You have control over what personal information you share, and who you share it with.
- You can stop sharing your personal information at any time.
- We don't sell or lease your personal information to anyone.
- Your personal information in Liquid Healthcare servers is protected with multiple layers of security and communication is secured with up to 256-bit SSL-2048-bit root encryption using "The Green Bar" technology.

PRIVACY AND SECURITY POLICY

This is the Privacy and Security Policy of Liquid Healthcare in respect of Personal Data collected and Collaborative Health Records established at the Liquid Healthcare Website.

This Privacy and Security Policy is deemed to form part of the Terms of Service of Liquid Healthcare and is updated and effective as of October 1, 2013.

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1. Introduction and Application

Words and expressions bearing initial capitalized letters are defined terms, as set out in the Definitions Section 17 in this Privacy and Security Policy.

The privacy of all your personal information, including your Health Information, your other Personal Data and your Collaborative Health Record is important to us and we will respect it at all times. This Privacy and Security Policy is designed so that you understand our commitment to you and your privacy. We want Liquid Participants to know that we are as concerned as you are about the privacy of all your Personal Data. In this respect we provide a world class information security management system with servers accredited with **HITRUST**¹ and **ISO 27001** certification. If you Register, store or record any Personal Data using the Website you will become a Data Donor to the Website: please see Sections 2, 3 and 4 below to understand what that means.

This Privacy and Security Policy sets out:

- what Personal Data we may collect about you;
- how we may use your Personal Data;
- how we protect your Personal Data;

¹ The Health Information Trust Alliance.

- your own responsibilities in protecting your Personal Data; and
- what choices you have on how your Personal Data may be used.

This Privacy and Security Policy governs the use of Personal Data at the Website. If you Register as a Liquid Participant this Privacy and Security Policy must be read in conjunction with the Liquid Healthcare Terms of Service.

2. Your Consent

When you Register you hereby consent to the collection and use of your Personal Data and to become a Data Donor as set forth in this Privacy and Security Policy and the Liquid Healthcare Terms of Service. If you do not wish to grant consent for us to handle or maintain your Personal Data as set forth in this Privacy and Security Policy you should not Register as a Liquid Participant.

We are committed to protecting your privacy and developing technology that gives you a rewarding and safe online experience. This Privacy and Security Policy applies to the Liquid Healthcare Website and governs the collection and use of all Personal Data within Liquid Healthcare.

When you Register as a Liquid Participant we ask for your email address and for you to create a Password that is used to protect your Account from unauthorized access. You are responsible for protecting your Password and log-on information from any unauthorized use.

By using the Website you consent to the use of Cookies generated by the Website. More information regarding the use of Cookies is set out below in Section 6.

To ensure a good quality of service we may monitor and record any communication you have with us whether in writing, by phone or by electronic mail. Email is not encrypted to or from either the public or private areas of the Website. We recommend that with the exception of your name and username you do not send us Personal Data by email. Personal Data should be loaded onto the Website using the tools available on your Account. Personal Data you transmit to us (or anyone else) by email is transmitted at your own risk and without any liability to Liquid Healthcare.

3. Collection of your Personal Data

We collect all your registration information as Personal Data. We collect personally identifiable information, such as your email address, name, home or work address or telephone number(s). We also collect demographic information, such as your ZIP code or post code, age, gender, preferences, interests and favourites. We also collect all the Personal Data you upload to the Website as a Data Donor including your Collaborative Health Record and Health Information.

There is also information about your computer hardware and software that is automatically collected by the Website on the internet. This information can include: your I.P. (internet protocol) address, browser type, domain names, access times and referring internet website address(es). This information is used by us for the operation of the Website, to maintain the quality of the services provided by the Website and to provide general statistics regarding use of the Website.

Please keep in mind that if you directly disclose Personal Data through the Website's public areas this Personal Data may be collected and used by others including third parties unknown to you.

Liquid Healthcare encourages you to review the privacy statements of internet websites you choose to link to from Liquid Healthcare so that you can understand how websites collect, use and share your Personal Data. We are not responsible for the privacy statements, content or behaviour of other websites.

4. Use of your Personal Data

We collect and use your Personal Data to operate the Liquid Healthcare Website and deliver the services you have requested. We also may use your Personal Data to inform you of other products or services available from Liquid Healthcare and third parties. Liquid Healthcare may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered or being considered.

We analyze and research the Personal Data entered into Liquid Healthcare by all Liquid Healthcare participants to identify any information that may have important healthcare consequences for other Liquid Healthcare users now or at any time in the future.

This Privacy and Security Policy may be revised periodically so we recommend you check the Privacy and Security Policy whenever you visit the Website to be aware of any changes. When our Privacy and Security Policy changes in ways we judge to be significant, we will make every effort to notify you of the changes. Minor changes to the Privacy and Security Policy may occur that will not affect the use of Personal Data that you have disclosed as a Liquid Participant and/or Data Donor.

We will also retain Personal Data and may analyze it in order to investigate any actual or suspected criminal activity. All Intellectual Property Rights in the manner of recording your Personal Data held by us (including copyright and database rights) are and shall remain the sole property of Liquid Healthcare.

Your Personal Data may for the purposes described above be transferred or disclosed, subject to an appropriate agreement being put in place, to third parties for the processing of that Personal Data on our behalf. We or any of our Affiliates may from time to time retain third parties to process Personal Data for the purposes listed above and such processing will be governed by a contract in the form required by applicable law.

Where required by applicable law your Personal Data may also be disclosed to any applicable governmental, regulatory, medical or law enforcement authority having the applicable legal authority so to require disclosure.

Without notice to you we will disclose your Personal Data whenever required to do so by any applicable law or regulation, or in the good faith belief that such action is necessary to conform to the requirements of any applicable law or regulation or comply with due legal process served on us or the Website.

In connection with the above purposes it may be necessary or a legal requirement for us to disclose Personal Data to entities located in countries outside the United States or the European Union in accordance with appropriate technical and organizational security measures. By agreeing to this Privacy and Security Policy (please see Section 2 of this Privacy and Security Policy) you agree that we may store and use historical Personal Data for the purposes outlined in the Terms of Service including this Privacy and Security Policy and the Sharing Authorization.

We may share Personal Data with trusted partners to help us perform statistical analyses, send you email or postal mail, provide customer support or arrange for deliveries. All such third parties are prohibited from using your Personal Data except to provide these services to us (and to you) and they are required to maintain the confidentiality of your Personal Data.

We do not use or disclose sensitive Personal Data such as race, religion or political affiliations without your explicit consent except where the same may be relevant for purely medical purposes or where relevant to your personal medical preferences as a Liquid Participant.

We may grant access to all Personal Data held in Liquid Healthcare to one or more trusted technical partners, contractors or consultants to help us develop and maintain the functionality of the Website.

We may keep track of the websites and pages Liquid Participants visit via or within the Website in order to determine what Liquid Healthcare services are the most popular. This data may be used to deliver customized content and targeted advertising within the Website to Liquid Participants whose behavior suggests to us an interest in a particular subject area.

5. You control your Personal Data in Liquid Life

Within the Liquid Life domain you control who can access your Personal Data and your Collaborative Health Record including Health Information.

By default:

- (a) you are the only Website user who can view and edit your Personal Data, and
- (b) you are also the only Website user who can grant access to your Personal Data to other Liquid Participants such as physicians,

because, in each case we are entitled to expect that you are and shall always be the only person capable of logging on to the Website using your user name and Password as a Liquid Participant. If you choose to you can share your Personal Data and Collaborative Health Record with others such as your nominated physician(s) and you are totally responsible for so doing.

We will not sell, rent or share your Personal Data without your explicit consent except in the limited situations described in this Privacy and Security Policy or when we believe we are required to do so by any legal, regulatory or judicial requirement applicable to us.

You can close your Liquid Healthcare Account at any time. We may retain certain health records rather than delete them, but your Account will not be recoverable by you. Since a closed Account will not be restored, you should make a copy of your Personal Data before closing your Account. Please check Section 16 of the Terms of Service for more information about Account Termination.

6. Use of Cookies

The Website uses Cookies as a security device and to help you personalize your online experience. When you use the Website as a Liquid Participant you must use your Password to enter the Website. Our Website server will record the pages you visit within the Website. The Session Cookie is essential to enable the Website to be assured that a Liquid Participant is on-line and that it is safe to send a page containing that Liquid Participant's Personal Data or to require a user to authenticate himself/herself as a Liquid Participant by logging-in. The security of a Session Cookie depends on the security of the Liquid Participant's internet web browser.

Another primary purpose of Cookies is to provide a convenience feature to save you time. The purpose of a Cookie is to tell the Website server that you have returned to a specific page. For example if you Register with Liquid Healthcare a Cookie helps us to recall your specific information on subsequent visits. This simplifies the process of recording your Personal Data. When you return to the Website the information you previously provided can be retrieved so you can easily use the Website features that you customized previously.

You have the ability to accept or decline Cookies. Most web browsers automatically accept cookies but you can usually modify your browser setting to decline cookies if you prefer. If you disable Cookies

on your web browser or choose to decline Cookies you will not be able to use the Liquid Healthcare Website.

6.1 Explanation of Cookies used in Liquid Healthcare

The following explanation of the way Cookies operate in Liquid Healthcare and the categories of Cookies used is based on guidance issued by the United Kingdom Information Commissioner's Office² (*at the time of writing there is no comparable governmental or regulatory agency in the United States*):

The Liquid Healthcare Website uses three out of four possible types of Cookies. A Cookie is a small text file of letters and numbers that we put on your computer if you agree. These Cookies allow us to distinguish you from other users of Liquid Healthcare, which helps us to provide you with a good experience when you browse the Liquid Healthcare Website and also allows us to improve the Website. We use "analytical" Cookies: these allow us to recognize and count the number of visitors to the Website and to see how visitors move around the Website when they are using it. This helps us to improve the way the Website works, for example by ensuring that users are finding what they are looking for easily. Read more about the individual analytical Cookies we use and how to recognize them below.

International Chamber of Commerce guidance³ on the use of Cookies distinguishes between the following types of Cookies:

- **Strictly necessary Cookies:** These are Cookies required for the operation of the Website. They include, for example, Cookies that enable users to log into secure areas of the Website, use a shopping cart or make use of e-billing services. Liquid Healthcare uses this type of Cookie.
- **Analytical or performance Cookies:** These types of Cookies allow Liquid Healthcare to recognize and count the number of visitors to the Website and see how visitors move around the Website when they are using it. This assists Liquid Healthcare in improving the way the Website works, for example by ensuring that users are finding what they are looking for easily. Liquid Healthcare uses this type of Cookie.
- **Functionality Cookies:** These Cookies are used to recognize users when they return to the Website. They enable the personalisation of content, the recognition of users and remember user preferences (for example, your choice of language or region). Liquid Healthcare uses this type of Cookie.
- **Tracking or Targeting Cookies:** Liquid Healthcare does not use this type of Cookie and there are no current plans to do so. These Cookies record a user's visit to a website, the individual pages visited and the links followed. If the Cookie is set by a third party (for example, an advertising network) which also monitors traffic on other websites, this type of Cookie may also be used to track a user's movements across different websites and to create profiles of their general online behaviour. Information collected by tracking Cookies is commonly used to serve users with targeted online advertising.

² [ICO: Guidance on the rules on use of cookies and similar technologies](#) (May 2012 guidance)

³ The International Chamber of Commerce April 2012 [guidance](#).

6.2 Table of Cookies used in Liquid Healthcare

For the more technically savvy users of Liquid Healthcare or for pure geeks, below is a table of the Cookies that may be used in the Liquid Healthcare Website from time to time and a description of their purposes. This will enable you to make an informed choice of whether or not to accept Cookies.

Name	Purpose	Expiry
lifeemail pagesemail oxygenemail	These Cookies are for Liquid Participant recognition and are persistent cookies.	Until removed.
lq_imagingX (X = dynamic randomly generated number)	These Cookies are used for identifying the Liquid Participant and help determine that the Liquid Participant is authorised to view the content of the relevant page. This is a non-persistent cookie.	End of session.

7. Security of your Personal Data

The manner in which we store your Personal Data is designed to secure it from unauthorized access, use or disclosure. We secure the Personal Data you provide on computer servers in a controlled, secure environment and protected from unauthorized access, use or disclosure. When Personal Data (such as a credit card number given to a Premium Service Payment Manager) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol. Liquid Healthcare does not have access to your credit card number.

8. Minors

We are committed to protecting the privacy of Minors. The Website is not designed for or intended to attract persons under the age of 18, and individuals under the age of 18 are prohibited from using the website. We do not collect Personal Data from any person we actually know is under the age of 18. However, if you are an adult acting on behalf of a Dependent Minor you may use the Website to establish a Collaborative Health Record and to access other Resources for and on behalf of a Dependent Minor. In these circumstances you unconditionally agree to assume, and will be deemed by us to have assumed, full responsibility for ensuring that the Personal Data and Collaborative Health Record of a Dependent Minor is kept secure and that all Personal Data submitted to Liquid Healthcare is accurate. Furthermore you unconditionally agree to assume, and will be deemed by us to have assumed, full responsibility for the interpretation and use of any information provided through the Website in respect of the relevant Minor.

9. Sharing your Personal Data with people and services you trust

If you share your Personal Data (including your Collaborative Health Record and Health Information) with others you can view a list of who has access to your Personal Data on the Website and you can revoke the sharing privileges relating to your Personal Data at any time. When you revoke someone's ability to read your Personal Data that party will no longer be able to read your Personal Data (but see the important information below).

Where you have shared information (including Personal Data) with others, they may have retained a copy.

The Website has the capability for you to allow third-party service providers (including other Liquid Participants) who are capable of securely sending information to the Website to transmit Personal Data to the Website for inclusion in your Collaborative Health Record. These service providers (who may include your physician(s) and/or other professional medical service providers) may provide information and Personal Data about certain medical conditions for inclusion in your Collaborative Health Record but they will not be given access to the Website or your Collaborative Health Record unless they are also Liquid Participants. By granting permission to these service providers (including physicians and/or other Liquid Participants) you give them permission to send information (including Personal Data and Health Information) such as medical records, prescription histories or test reports to your Liquid Healthcare Account and to contribute to your Collaborative Health Record. Liquid Healthcare may charge such service providers for granting them transmission rights to you or your Account via the Website.

You can approve access for nominated physicians and/or other Liquid Participants to view and copy your Personal Data (including your Collaborative Health Record and Health Information). If a Liquid Participant downloads your Personal Data (including your Collaborative Health Record and Health Information) that copy will not be governed by or subject to control by us. By using the Website, you hereby acknowledge and agree that we are not responsible for the use of your Personal Data by persons you permit to access your Collaborative Health Record.

10. Sharing your Personal Data in public

Any information (including Personal Data) you share in any online community area of the Website is open to other Liquid Participants and not private. You alone are responsible if you post any Personal Data in any online community area of the Website. What you post can be seen, disclosed to or collected by third parties unknown to you and may be used by others in ways Liquid cannot control or predict including to contact you for unauthorized purposes. If you mistakenly post Personal Data in any public area of Liquid Healthcare and would like it to be removed you may send us an email to request that we remove it, and we shall use reasonable efforts to do so. In some cases, we may not be able to remove your Personal Data or, even if we do, we will not be able to control or restrict access to your Personal Data or prevent copying of it prior to the removal of such Personal Data.

11. Information in Liquid Pages

Any information entered into Liquid Pages is open to the public and is not private. Every Liquid Participant who enters information into Liquid Pages is fully responsible for that information. Liquid Healthcare accepts no responsibility or legal liability whatsoever for any information entered into Liquid Pages by a Liquid Participant or any third party. Every Liquid Participant or other person who enters information into Liquid Pages hereby grants Liquid Healthcare a non-exclusive, unlimited, perpetual, world-wide, royalty-free license to all such information to use for commercial and non-commercial purposes.

12. Emails You Send to Liquid Healthcare

This Privacy and Security Policy does not apply to information, content, business information, ideas, concepts or inventions that you send to us by email. If you want to keep content or business information, ideas, concepts or inventions private or proprietary do not send them in an email to us.

13. Unsolicited Business Approaches

Liquid Healthcare and its officers and employees do not accept or consent to consider any Unsolicited Business Approach from any third party. You should not make any Unsolicited Business Approach to Liquid Healthcare or any of its officers or employees. The sole purpose of this policy is to avoid any potential misunderstanding or dispute when Liquid Healthcare's normal business activities might seem similar to an Unsolicited Business Approach submitted to Liquid Healthcare. If, despite our request that you not send us any Unsolicited Business Approaches, you still submit them, then regardless of what your email, letter or other communication says, the following terms shall apply to your submissions.

TERMS OF UNSOLICITED BUSINESS APPROACH

You agree that: (1) your Unsolicited Business Approach and its contents will automatically become the property of Liquid Healthcare, without any compensation to you; (2) Liquid Healthcare may use or redistribute the Unsolicited Business Approach and its contents for any purpose and in any way; (3) there is no obligation for Liquid Healthcare to review the Unsolicited Business Approach; and (4) Liquid healthcare has no obligation to keep any Unsolicited Business Approach confidential.

14. Changes to this Privacy and Security Policy

This Privacy and Security Policy may change from time to time. We will not reduce your rights under this Privacy and Security Policy without your consent. We will issue a notice of any Privacy and Security Policy changes on the Website and if the changes are significant we will provide a more prominent notice including, for certain services, email notification of Privacy and Security Policy changes. We will also keep prior versions of the Privacy and Security Policy in an archive for your review. We encourage you to review periodically this Privacy and Security Policy to be informed how Liquid Healthcare is protecting your Personal Data.

At the expiry of such period set out in any such notice the changes to the Privacy and Security Policy specified in such notice shall come into effect. When you login to your Account for the first time following the expiry of any such notice period you will be deemed to have accepted the Privacy and Security Policy as amended.

15. Contacting Liquid Healthcare and Feedback

We welcome your comments regarding this Privacy and Security Policy. If you believe Liquid Healthcare has not adhered to this Privacy and Security Policy please contact us at info@liquidhealthcare.com. We will use commercially reasonable efforts promptly to determine and remedy any actual problem.

Any feedback on any subject you provide to Liquid Healthcare shall be deemed to be non-confidential. Liquid Healthcare shall be free to use such information on an unrestricted basis.

16. Your Password security

If you suspect that someone else knows or has changed the Password to your Liquid Healthcare Account or if the security of your Password has been compromised please reset your Password immediately so nobody else can sign in to your Account. To do so, just enter your username on the Password assistance page of the Website.

Don't give anyone the Password to your Account. We will never ask for your Password by email, mail or phone call. If someone is asking for your Password, it's not us.

17. Definitions

The followings words and expressions shall bear their respective meanings in this Privacy and Security Policy:

"Account" or **"Liquid Healthcare Account"** means a personal account you create with Liquid Healthcare when you Register as a Liquid Participant.

"Affiliate" means in relation to a party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party or either party or any business entity from time to time Controlling, Controlled by or under common Control with that party.

"Agreement" means the agreement constituted by the Liquid Healthcare Terms of Service, Liquid Healthcare Privacy and Security Policy, Liquid Healthcare Sharing Authorization and all applicable Legal Notices, each of which is hereby incorporated by reference.

"Clinical Purpose" means any medical procedure seeking to reveal, diagnose or examine disease including any injury, disability, disorder, syndrome, infection, isolated symptom, deviant behavior and any atypical variation of structure or function.

"Collaborative Health Record" or **"CHR"** means an on-line health record attached to a Liquid Healthcare Account whereby Personal Data (including Health Information) relating to the health and care of a person (including a Dependent) is maintained by a person as a Data Donor and as may be supplemented and augmented by nominated physicians.

"Control": a business entity shall be deemed to control another business entity if it owns directly or indirectly or has the power (directly or indirectly) to direct the voting rights in respect of in excess of 50% of the outstanding voting securities or capital stock of such business entity or any other comparable equity or ownership interest with respect to a business entity other than a corporation and **"Control"**, **"Controller"**, **"Controlled by"** and **"Controlling"** shall each be defined accordingly.

"Cookie" means an HTTP cookie, web cookie, or browser cookie, which is a text file containing a small piece of data sent from the Website and stored in the web browser of a Liquid Participant while browsing the Website.

"Data Donor" means any Liquid Participant who Registers, stores or records any Personal Data using the Website.

"Dependent" means any person who has a Qualifying Relationship with a person.

"European Union" means the economic and political entity and confederation of member states that are located primarily in Europe.

"Health Information" means all Personal Data of a healthcare and/or medical nature relating to a person as a patient of a physician or other professional healthcare provider including that person's Collaborative Health Record, Medical Images and any information about the health status, provision of healthcare or payment for healthcare that can be linked to a specific individual.

"HIPAA" means the United States Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, as amended) and the regulations promulgated thereunder.

“Intellectual Property Rights” means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

“Legal Notice” means any notice of a legal nature issued by Liquid Healthcare from time to time including any notice in the Website that is accepted by a Liquid Participant electronically by clicking on an acceptance button that is deemed to be an electronic signature signifying acceptance thereof.

“Liquid Healthcare” means Liquid Healthcare USA if you are a U.S. Resident and Liquid Healthcare Europe if you are not a U.S. Resident and includes each of their Affiliates involved in providing the Website and where the context so permits or requires means the Website.

“Liquid Healthcare Europe” means Liquid Healthcare Europe B.V. of Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands as the sole operator of the Liquid Healthcare Website outside the United States of America.

“Liquid Healthcare USA” means Liquid Healthcare USA, Inc. of 200 Bellevue Parkway, Suite 170, Bellevue Corporate Park Center, Wilmington, Delaware, 19809, U.S.A. as the sole operator of the Liquid Healthcare Website in the United States of America.

“Liquid Healthcare™” means the registered trademark of Liquid Healthcare Technologies Limited and licensed for use by Liquid Healthcare USA in the United States of America and licensed for use by Liquid Healthcare Europe outside the United States of America.

“Liquid Healthcare Website” means the internet website operated in the United States in respect of U.S. Residents by Liquid Healthcare USA and the internet website operated outside the United States in respect of non-U.S. Residents by Liquid Healthcare Europe in each case at url: www.liquidhealthcare.com, including Liquid Life, Liquid Oxygen, Liquid Pages, the Resources, Liquid Healthcare mobile applications, developer platform, Premium Services and other information provided as part of the Liquid Healthcare website services.

“Liquid Life” means that domain of the Website for health service consumers and in which Personal Data and Collaborative Health Records are stored and maintained.

“Liquid Oxygen” means that domain of the Website providing a networking and communications platform for physicians.

“Liquid Pages” means that domain of the Website providing a directory of physicians, other healthcare providers, healthcare facilities and other healthcare-related personnel and entities.

“Liquid Participant” means a person who has Registered as a user of the Website. A Liquid Participant may be a medical or health service consumer or a physician or other medical or health service provider or facility.

“Medical Image” means any image created by any process of medical imaging being the technique and process used to create images of the human body (or parts and function thereof) for Clinical Purposes or medical science (including the study of normal anatomy and physiology) including biological imaging and incorporating radiology, nuclear medicine, investigative radiological sciences, endoscopy, (medical) thermography, medical photography and microscopy.

“Minor” means any person who has not attained the age of 18 years.

“Password” means a secret word, expression or string of characters used for authentication to prove identity or gain access to the Website and Personal Data and which must be kept secret by a Liquid Participant from all other persons.

“Personal Data” means all personally identifiable information relating to a person (or a Dependent) as a living individual that may be used uniquely to identify, contact or locate that person (or a Dependent) as a single person or that can be used in conjunction with other information or sources uniquely to identify a person (or a Dependent) as a single living individual that is in, or is likely to come into, the accessibility, use or possession of Liquid Healthcare, including Health Information about a person or a Dependent.

“Premium Service” means any service available on the Website following payment of the designated charge in respect thereof.

“Premium Service Payment Manager” means the online payment services provider used by Liquid Healthcare for the payment by Liquid Participants to Liquid Healthcare of charges in respect of any Premium Service.

“Privacy and Security Policy” means the statement of policy by Liquid Healthcare relating to privacy and security whilst using the Website and all other matters set out therein.

“Qualifying Relationship” means any of the following in relation to a person:

- (i) son or daughter, grandson or granddaughter, great grandson or great granddaughter, stepson or stepdaughter, or adopted child;
- (ii) spouse or domestic partner;
- (iii) brother or sister;
- (iv) half-brother or half-sister;
- (v) step-brother or step-sister;
- (vi) mother or father, grandparent or great-grandparent;
- (vii) stepmother or stepfather;
- (viii) nephew or niece;
- (ix) aunt or uncle; or
- (x) son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law or foster child who was placed in your custody by court order or by an authorized government agency.

“Register” means to establish an Account with Liquid Healthcare.

“Resources” means without limitation, all resources, content and materials contained and/or accessible in or via the Website such as Liquid Healthcare logos, data, text, information, images, domains, Liquid Life, Liquid Oxygen, Liquid Pages, software, gadgets and other information, services and materials, mobile applications, developer platform, Premium Services and all information made available to you or by you (including Personal Data) through the Website by Liquid Healthcare, other Liquid Participants and/or other third parties.

“Session Cookie” is an authentication cookie used by the Website servers to know whether a Liquid Participant is logged in or not and the Account under which he/she is logged in to the Website.

“Sharing Authorization” means the sharing authorization granted by every Liquid Participant health care consumer or patient as a condition to accessing the Website.

“Terms of Service” means the Liquid Healthcare terms of service, the Privacy and Security Policy, the Sharing Authorization and all applicable Legal Notices.

“Unsolicited Business Approach” means any unsolicited (actual or potential) investment or business approach, invitation or opportunity set out in any communication of any nature in any form whatsoever.

“U.S.”, “U.S.A.” and “United States” mean the United States of America.

“U.S. Resident” means (i) a resident of the United States, (ii) an unincorporated association with a substantial number of members who are citizens of the U.S. or are aliens lawfully admitted for permanent residence in the U.S., (iii) a corporation that is incorporated in the U.S., or (iv) any person who purports to be a U.S. Resident (as previously defined) by providing Personal Data that identifies him or her as a U.S. Resident.

“We”, “our” and “us” mean and relate to Liquid Healthcare.

“Website” means the Liquid Healthcare website.

“You” and “your” mean and relate to any user of the Website.

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