

## Starling Senior Care Advantage Website Privacy Policy

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This Privacy Policy explains how Starling Senior Care Advantage (“we”, “us” or “our”), the operator of the website at [Starlingseniorcareadvantage.com](http://Starlingseniorcareadvantage.com) and the 60 Strong social media sites (collectively, the “Sites”) treats information that we collect or receive from you through the Sites, when you receive or respond to our emails or other communications, or when you RSVP for or participate in our events

Starling Senior Care Advantage is a program that has been developed exclusively for the Medicare beneficiaries with a Starling Physicians primary care physician who enroll in a participating Medicare Advantage plan. This

program has been created in collaboration with agilon health, an organization that specializes in supporting primary care physicians across the country, in enhancing the quality and experience of care for Medicare beneficiaries. This website is hosted by agilon health and our privacy policy can be found here.

Please carefully read this Privacy Policy to understand how we may collect, use, share and retain your information.

Please also review our Notice of Privacy Practices to learn how your personal health information may be used and disclosed.

The Sites are directed to residents of the State of Connecticut, United States of America, who are 18 years old or older.

## **1. Acceptance of this Privacy Policy; Revisions**

Each time you access, browse or otherwise use the Sites, you agree to the terms in this Privacy Policy. If you do not agree with the terms of this Privacy Policy, please do not access, browse, use or otherwise interact with the Sites and do not disclose any personally identifiable information to the Sites.

If we revise this Privacy Policy, we will post the changes on the Sites and the revised Privacy Policy will be effective immediately. You can determine when the Privacy Policy was last updated by checking the “Last Revised” date at the top of this page. When required by law, any material changes in the manner that we collect, use or share personally identifiable information will apply only to information collected after posting the revised Privacy Policy, unless we provide you with advance notice or obtain your consent in accordance with applicable law.

## **2. The Information We Collect**

We may collect personally identifiable information and non-personally identifiable information about you. Personally identifiable information refers to your name, postal address, email address, phone number, and any other information that is maintained in a manner that links it to your name, contact information or other information that would identify you as the individual to whom the information relates. Personally identifiable information also may include, but is not limited to, your gender, birthdate or age range, billing and payment information, and participation in our events, and other non-public information that you may provide or that we may collect from others about you.

We also may collect information about whether our emails are delivered to you, whether you open them, and whether you click through to the Sites or call us in response to our communications, or have other communications with us. When you take an action in response to a marketing email from us (e.g., RSVP for an event, or click on content), we place a cookie or web beacon on your device and record your interest or preferences to associate with our marketing profile of you. This enables us to better serve your interests.

Your payment information is received and handled by our payment processor, PayPal.

We also collect information you provide about yourself or others for 60 Strong nominations. This may include pictures or images, personal stories, experiences and recommendations. Please do not provide information about others without first obtaining their permission.

Non-personally identifiable information refers to information that does not personally identify you as the individual to whom the information relates, such as information that is aggregated by us or a third party, or information about your device hardware and software and your use of the Sites. This may include information such as your IP address, date and time of your visit, whether you are a first time or returning visitor, pages and documents you viewed, type and version of your web browser and operating system, your internet service provider, your general geographic location such as the city from which you are connecting to the internet, how long you were on the Sites, sites you were on before and after visiting the Sites, as well as other information regarding your activities.

### **3. Web Analytics**

Starling Senior Care Advantage uses Google Analytics or other analytics services to understand usage of the Sites. Through the use of cookies, web beacons and similar tools, Google Analytics may collect and store anonymous information about you, which may include non-personally identifiable information described above. You can read Google's privacy policies for services such as Google Analytics at <https://policies.google.com/technologies/partner-sites> and <https://policies.google.com/privacy?hl=en-US> and Google Analytics' Terms of Use at <https://marketingplatform.google.com/about/analytics/terms/us/>. You can opt-out from being tracked by Google Analytics in the future by downloading and installing Google Analytics' Opt-out Browser Add-on for your current web browser at <https://tools.google.com/dlpage/gaoptout/>.

#### **4. How We May Use the Information We Collect**

The information collected as described above may be used for our general business purposes, including the following:

- Enrollment in and administration of our services, such as sending your newsletters and updates; enrolling you, confirming your attendance, sending reminders and other communications about our educational programs and events such as Medicare 101s, Shop and Compares, and other activities; handling your purchase of calendars; and communications about nominations for 60 Strong.
- Scheduling of health care appointments, reminders and suggestions for health care, confirmation of your practice group and provider, sending important notices, answering your questions and requests, and referring you to other businesses or websites upon your request or clicks;
- Follow up for missed appointments and sessions, and requests for feedback;
- Other communications with you about our services and other services that may be of interest to you;
- Internal operations and system maintenance and administration, and analysis and improvement of the Sites, our services and our business;
- To provide personalized website content and communications based on your preferences;
- To conduct surveys and research, and to enable you to participate in volunteer opportunities, contests and promotions;
- For fraud prevention, legal compliance, enforcement of our policies, and other public and security related purposes.

In addition to the uses discussed above, we may use non-personally identifiable information in its de-identified or aggregated form without restriction. These uses may include, without limitation, analysis of website trends and how the Sites are used; improving navigation of the Sites; analysis of the performance of the Sites and diagnosis of problems; analysis and developing advertisements and advertising campaigns; and providing you with special offers and promotions and determining their effectiveness.

#### **5. How We May Share the Information We Collect**

We may share and disclose information with our parents, subsidiaries and affiliates; your plan; and service providers engaged by us to manage, administer, process payments, analyze, host or execute activities at the Sites, to respond to you, or to perform one or more of our services or functions. We also share your personally identifiable information when you fill out a request or otherwise give us permission to have a broker contact you. Other than as described here, we do not sell or share personally identifiable information with third parties for their direct marketing purposes.

We may also share your personally identifiable information, with or without notice:

- In response to a subpoena or similar investigative demand, a court order, or a request for cooperation from law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
- When we believe disclosure is appropriate in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of our company, our users, our employees, or others; to comply with applicable law or cooperate with law enforcement; or to enforce our terms, agreements or policies.
- In connection with a substantial corporate transaction, such as the reorganization or sale of our business, a divestiture, merger, transfer, consolidation, or asset sale, or in the unlikely event of bankruptcy.
- As may be otherwise authorized or permitted by you or otherwise permitted or required by law.

We may share non-personally identifiable, aggregate or de-identified information with sponsors, advertisers, marketing partners, and others in our discretion. When sharing non-personally identifiable information with others, we will ask our contracting parties to agree to keep the data in its de-identified form.

## **6. Communications with you; Choice and Opt-Out**

By accessing, using or browsing the Sites or interacting with us, you authorize us to send email or postal mail to you, and to telephone you including using automated systems and/or recorded voice. Unsubscribe instructions will be included in each promotional email from us to the extent required by law.

Please note that unsubscribe requests may take up to ten (10) business days to become effective. You do not have to agree to be contacted on your mobile phone as a condition of doing business with us. You may opt-out of any marketing communications from us at any time by contacting us at [MedicareInfo@StarlingSCA.com](mailto:MedicareInfo@StarlingSCA.com) or the postal address provided in Section 15 below. You may not opt out of receiving communications regarding your dealings with us, the practice group or the plan, use of the Sites or technical information about the Sites, or events or programs in which you register or participate.

## **7. How to Update Your Information**

You are responsible for keeping your information current. You may update your information or delete it from the Sites by contacting us at [MedicareInfo@StarlingSCA.com](mailto:MedicareInfo@StarlingSCA.com) or the postal address provided in Section 15 below. We will use reasonable efforts to process any updates you request; however requests to delete information are subject to our internal reporting, processing, retention policies and legal obligations.

## **8. How We Respond to “Do Not Track” Signals**

Some web browsers have a “Do Not Track” feature. This feature allows you to tell websites you visit that you do not want to have your online activity tracked over time and across websites. These features are not yet uniform across browsers. The Sites do not respond to web browser “Do Not Track” signals, but we reserve the right to do so in the future without notice to you.

## **9. Security**

We use reasonable physical, technical and administrative security measures intended to protect against the loss, misuse and alteration of personally identifiable information. However, no use of the internet is completely secure. It may be possible for third parties not under our control to intercept or access transmissions or private communications unlawfully. Any use of the Sites or transmission of information is at your own risk.

## **10. Children's Privacy**

This website is not directed to children under the age of 18 or the age of majority in their state of residence. We do not knowingly collect information

from children under the age of 18. If you provide information to us or the Sites, you represent that you are 18 years of age or older.

## **11. External Links**

The Sites provide links where you may click to access other websites that may be of interest to you. Websites that are not hosted or controlled by us do not operate under this Privacy Policy. We are not responsible for the nature, quality or accuracy of the content or opinions expressed on such websites, or of the services provided through such websites. We recommend that you consult the privacy notices of all websites you visit by clicking on the "privacy" link typically located at the bottom of the web page before providing any personally identifiable information. This Privacy Policy only applies to information collected by Starling Senior Care Advantage as described in the first paragraph above.

## **12. Data Storage Location**

The Sites are controlled, operated and administered within the United States, and your personally identifiable information is stored by Starling Senior Care Advantage on its servers, and on the servers of the cloud-based database management services Starling Senior Care Advantage engages. By using the Sites, or by submitting your personally identifiable information to us or engaging with us as described above, you expressly consent to the storage and processing of your personally identifiable information in the United States or other jurisdictions, in accordance with applicable laws in the United States and any other jurisdictions where your information is stored on behalf of Starling Senior Care Advantage.

## **13. Jurisdiction**

This Notice and the use of this Site are governed by the laws of the State of Connecticut, without giving effect to choice of law principles. Any claim related to the Site or this Notice shall be brought in a federal or state court for Hartford, Connecticut, within one year after the claim arises. Users of the Site consent to the exclusive jurisdiction and venue of such courts as the most convenient and appropriate for the resolution of disputes concerning this Privacy Policy. This Privacy Policy is not intended to and does not create any contractual or other legal rights in or on behalf of any third party.

## **14. This Information Is Not Covered by Health Insurance Portability and Accountability Act ("HIPPA")**

The information about you described in this Privacy policy is not and will not be treated as Protected Health Information under HIPAA.

## **15. Contact Us**

If you have questions regarding this Privacy Policy, please contact us via:

- email at [MedicareInfo@StarlingSCA.com](mailto:MedicareInfo@StarlingSCA.com) (please include "Starling Senior Care Advantage Web Site Privacy Policy" in the subject line);
- US Mail at: Starling Senior Care Advantage (Attn: Starling Senior Care Advantage Web Site Privacy Policy), c/o Starling Physicians, 1 Lake Street, Door #5, 3rd Floor, New Britain, CT 06052.