

Updated as of January 31, 2024

WEBSITE PRIVACY NOTICE AND GENERAL TERMS

INTRODUCTION

CirrusDx (“CirrusDx,” “we,” “our,” or “us”) respects the privacy of your information. CirrusDx services, including (without limitation) our website and other interactive properties through which the services are delivered. This Privacy Notice is designed to assist you in understanding how we collect, use, and safeguard the information you provide to us via our website (the “Site”) and through the online, and where applicable, offline services (collectively, the “Services”).

Further, by accessing any part of the Site, you are agreeing to THE TERMS OF OUR WEBSITE TERMS AND CONDITIONS PROVIDED BELOW (the “Terms and Conditions”). IF YOU DO NOT AGREE WITH ANY PART OF THIS PRIVACY NOTICE OR OUR TERMS AND CONDITIONS, PLEASE DO NOT USE ANY PORTION OF THE SITES. Please note that nothing in the Terms and Conditions Section (Section 13) is meant to replace or supersede any separate, written agreement that you may have with CirrusDx, and any such written agreement between you and CirrusDx shall remain in full force and effect.

THE SERVICES ARE OFFERED FROM THE UNITED STATES (“U.S.”). For individuals located outside of the U.S., please note that CirrusDx is a U.S. based company. If you use the Site or Services, all information, including personal information, will be transferred to CirrusDx in the U.S., and as described in this Privacy Notice. Please see Sections 4 and 13 of this Privacy Notice for more information.

NOTE ON HIPAA: CirrusDx is considered a covered entity under the Health Insurance Portability and Accountability Act (“HIPAA”). As part of interacting with the Site or Services, you may engage with the Services in a manner regulated by HIPAA. Please note, this Privacy Notice is not intended for compliance with HIPAA, nor should you take this notice as a reflection of your rights under HIPAA. If you are a patient viewing this Privacy Notice, please contact your provider for information regarding your medical records and/or HIPAA privacy disclosures, or you may review our [HIPAA Notice of Privacy Practices](#).

From time to time, we may change this Privacy Notice. If we do, we will post an amended version on this webpage. If required by applicable data protection laws, we will obtain your consent to any material changes. Please review this Privacy Notice periodically.

This Privacy Notice covers the following topics:

- 1. COLLECTING AND USING INFORMATION**
- 2. COOKIES AND OTHER TRACKING TECHNOLOGIES**
- 3. THIRD PARTY PROCESSORS**
- 4. INTERNATIONAL DATA TRANSFERS**
- 5. “DO NOT TRACK” SIGNALS**
- 6. ADVERTISING AND MARKETING CHOICES**
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9. CHILDREN’S PRIVACY
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11. YOUR PERSONAL INFORMATION AND YOUR RIGHTS –UNITED STATES ONLY
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14. HOW TO CONTACT US

1. COLLECTING AND USING INFORMATION

Personal Information We Collect

Through your use of the Site and Services, we will collect personal information from you. For purposes of this Privacy Notice, “personal information” (also commonly referred to as “personal data” or “personally identifiable information (PII)”) refers to any information relating to an identified or identifiable natural person that we maintain in an accessible form.

Information You Provide

When you use the Site or Services, you may voluntarily provide us with the following types of personal information:

- *Create a Portal Account.* To create an account, you will provide us with your first and last name, email address, and password.
- *Sign into Portal.* To sign into your user account, you will provide us with your login credentials.
- *Providing Diagnostic Samples.* When you provide a sample for diagnostic testing, you may provide your name and contact information in addition to your sample. Please see our [HIPAA Notice of Privacy Practices](#) for information related to Protected Health Information (“PHI”).
- *Contact Us.* When you contact us by telephone or email, you may need to provide us with your name, email address, and/or phone number.
- *Interact with our Site or Services.* When you send us any feedback, questions, comments, suggestions, ideas, or interact with us in any way, you may need to provide us with your name and/or email address.

Information as You Navigate Our Site and Services

We automatically collect certain personal information through your use of the Site and Services. We will automatically collect certain personal information, such as the following:

- *Usage Information.* For example, the pages on the Site you access, the frequency of access, and what you click on while on the Site.
- *Device Information.* For example, hardware model, operating system, application version number, and browser.
- *Mobile Device Information.* Aggregated information about whether the Site is accessed via a mobile device or tablet, the device type, and the carrier.

- *Location Information.* Location information from Site visitors on a city-regional basis.

Third Party Information

We may receive certain personal information from you about a third party. For example, we may receive information about you from a provider if you have been referred to us for laboratory testing. Such sharing may be subject to an agreement with additional protections for your personal information. If you submit any personal information about another individual to us, you are responsible for making sure that you have the authority to do so and to allow us to use their personal information in accordance with this Privacy Notice.

How We Use Your Personal Information

We use the personal information we collect to as described above to provide the Services to you, to improve our Services and Site, and to protect our legal rights. In addition, we may use the personal information we collect to:

- Process your portal registration;
- Complete your diagnostic testing;
- Communicate with you about our Site or Services or to inform you of any changes to our Site or Services;
- Provide support;
- Maintain and improve our Site and Services;
- Investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or violations of our terms of use;
- Defend our legal rights and the rights of others;
- Efficiently maintain our business; and
- Comply with applicable law.

How We Share Your Personal Information

Given the nature of CirrusDx's Services, some personal information may be shared with your provider, subject to your authorization and consent as described in the [HIPAA Notice of Privacy Practices](#). In other instances, we may share the information that we collect about you in the following ways:

- With service providers who perform data services on our behalf (e.g., email, hosting, maintenance, backup, analysis, etc.). Any such service providers will be under an obligation to us to maintain the confidentiality of your personal information;
- To service providers to prepare, deploy and analyze advertising content;
- To the extent that we are required to do so by law;
- In connection with any legal proceedings or prospective legal proceedings;
- To establish, exercise, or defend our legal rights, including providing information to others for the purposes of fraud prevention;

- To any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information;
- To any other person or entity as part of any business or asset sale, equity transaction, merger, acquisition or in preparation for any of these events; and
- To any other person or entity where you consent to the disclosure.

2. COOKIES AND OTHER TRACKING TECHNOLOGIES

The Site currently collects very limited information via cookies or other tracking technologies. However, like many other companies, we may use cookies and other tracking technologies (such as pixels and web beacons) (collectively, “Cookies”) in the future. We may use Cookies to:

- Estimate audience size and usage patterns;
- Understand and save your preferences for future visits, allowing us to customize the Site and Services to your individual needs;
- Advertise new content and services that relate to your interests;
- Keep track of advertisements and search engine results;
- Compile aggregate data about site traffic and site interactions to resolve issues and offer better site experiences and tools in the future; and
- Recognize when you return to the Site.

Some Cookies may be set by us, while separate entities set other Cookies. We use Cookies other entities set to provide us with useful information, to help us improve our Site and Services, to conduct advertising, and to analyze the effectiveness of advertising.

How You Can Opt Out of Cookies

Browser Settings

You can block Cookies by changing your Internet browser settings to refuse all or some Cookies. If you choose to block all Cookies (including essential Cookies) you may not be able to access all or parts of the Site.

You can find out more about Cookies and how to manage them by visiting www.AboutCookies.org or www.allaboutcookies.org.

Platform Controls

You can opt out of Cookies set by specific entities by following the instructions found at these links:

- Adobe: <https://www.adobe.com/privacy/opt-out.html>
- Google: <https://adssettings.google.com>

Advertising Industry Resources

You can understand which entities have currently enabled Cookies for your browser or mobile device and how to opt out of some of those Cookies by accessing the [Network Advertising Initiative's website](#) or the [Digital Advertising Alliance's website](#). For more information on mobile specific opt-out choices, visit the [Network Advertising Initiative's Mobile Choices website](#). Please note these opt-out mechanisms are specific to the device or browser on which they are exercised. Therefore, you will need to opt out on every browser and device that you use.

3. THIRD PARTY PROCESSORS

To the extent we engage third-party processors to provide the Services, we have put in place appropriate procedures with the service providers we share your personal information with to ensure that your personal information is treated by those service providers in a way that is consistent with and which respects the applicable laws on data security and privacy.

4. INTERNATIONAL DATA TRANSFERS

We operate internationally and transfer information to the U.S. for the purposes described in this Privacy Notice. The United States may have privacy and data protection laws that differ from, and are potentially less protective than, the laws of your country. Your personal information can be subject to access requests from governments, courts, or law enforcement in the United States according to the laws of the United States.

For any transfers of personal information from the European Economic Area (EEA), Switzerland or the United Kingdom that we make to other entities as described in this Privacy Notice, we use appropriate safeguards to ensure for the lawful processing and transfer of the personal information, including, when appropriate, the use of standard contractual clauses approved by the European Commission. To obtain a copy of the safeguards, contact us at info@cirrusdx.com.

5. "DO NOT TRACK" SIGNALS

Some internet browsers incorporate a "Do Not Track" feature that signals to websites you visit that you do not want to have your online activity tracked. Given that there is not a uniform way that browsers communicate the "Do Not Track" signal, the Site does not currently interpret, respond to or alter its practices when it receives "Do Not Track" signals.

6. ADVERTISING AND MARKETING CHOICES

Depending on your location (and reflecting applicable law), you may have been asked to indicate your preferences regarding marketing and advertising, provide us with your consent regarding the receipt of such information from us, and indicate how you would like to receive it. Wherever you are located, we may send you marketing communications based on any preferences you may have expressed. If you do not want to receive these communications or would like to understand more about other unsubscribe options, please contact us as set out in the "**HOW TO CONTACT US**" section below. For email communications, you can opt-out and/or manage your preferences by clicking on the unsubscribe link provided at the bottom of any email you receive from us. You also may submit a request to us at info@cirrusdx.com.

7. THIRD PARTY LINKS

The Site may contain links that will let you leave the Site and Services and access another website. Linked websites are not under our control. This Privacy Notice applies solely to personal information that is acquired on this Site and Services. We accept no responsibility or liability for third-party websites and encourage you to review third-party privacy practices via each respective website.

8. SECURITY

We maintain commercially reasonable security measures to protect the personal information we collect and store from loss, misuse, destruction, or unauthorized access. However, no security measure or modality of data transmission over the Internet is 100% secure. Although we strive to use commercially acceptable means to protect your personal information, we cannot guarantee absolute security.

9. CHILDREN'S PRIVACY

The Site and Services are not intended for children under 16 years of age. We do not knowingly collect, use, or disclose personal information from children under 16.

10. YOUR CHOICES AND RIGHTS

Depending on the jurisdiction in which you are located, you may have additional rights with respect to your personal information. We discuss some of those jurisdictions and rights below. For example, you may have the rights to access, delete, update, or correct your information. You also may have the right to object to or opt out of direct marketing from us. If you would like to exercise your legal rights, please contact us at info@cirrusdx.com. We will process your request in accordance with any applicable legal requirements.

11. YOUR PERSONAL INFORMATION AND YOUR RIGHTS –UNITED STATES ONLY

California Shine the Light Law

We do not disclose personal information obtained through our Site or Services to third parties for their direct marketing purposes. Accordingly, we have no obligations under California Civil Code § 1798.83.

Notice to Nevada Residents

Nevada law allows Nevada residents to opt-out of the sale of certain types of personal information. Subject to a number of exceptions, Nevada law defines “sale” to mean the exchange of certain types of personal information for monetary consideration to another person. We do not currently sell personal information as defined in the Nevada law. However, if you are a Nevada resident, you still may submit a verified request to opt-out of sales and we will record your instructions and incorporate them in the future if our policy changes. Opt-out requests may be sent to info@cirrusdx.com.

12. YOUR PERSONAL INFORMATION AND YOUR RIGHTS –EUROPE AND SIMILAR JURISDICTIONS

If you are in a country in the European Economic Area (EEA), the United Kingdom, or other jurisdictions with similar privacy rights, you are entitled to the following explanation of the legal bases we rely on to process your personal information and a description of your privacy rights.

If you are located in the EU or a jurisdiction with a similar law, the GDPR or its local equivalent may grant you certain rights under the law. In particular, the right to access, correct, and delete the personal information we hold about you. CirrusDx will retain your personal information for the length of time you engage with our services as described in the retention section of this Notice, until you request deletion of such personal information. Unless otherwise stated in an applicable agreement, CirrusDx is considered the Data Controller (or equivalent distinction) with regard to the personal information you provide through the Site and Services. You can find our contact information as described herein or in other portions of the Service.

In certain circumstances, you have the following data protection rights:

- The right to access, update, or delete the personal information we have on you.
- *The right of rectification.* You have the right to have your personal information corrected/rectified if that information is inaccurate or incomplete.
- *The right to object.* You have the right to object to our processing of your personal information in certain circumstances.
- *The right of restriction.* You have the right to request that we restrict the processing of your personal information in certain circumstances.
- *The right to data portability.* You have the right to be provided with a copy of the personal information we have on you in a structured, machine-readable and commonly used format.
- *The right to withdraw consent.* You also have the right to withdraw your consent at any time where we relied on your consent to process your personal information.

In order make a request regarding your personal information, please contact info@cirrusdx.com.

If you have a comment, question, or complaint about how we are handling your personal information, we hope that you contact us as described herein to allow us to resolve the matter. In addition, depending on the jurisdiction in which you are located, you may submit a complaint regarding the processing of your personal information to a regulatory authority.

The following links may assist you in finding the appropriate regulator:

- In the UK, you have the right to lodge a complaint with the Information Commissioner: www.ico.org.uk.
- In Switzerland, you have the right to contact the Federal Data Protection and Information Commissioner (FDPIC): <https://www.edoeb.admin.ch/edoeb/en/home.html>.
- In the EU, you have the right to lodge a complaint with your local data protection authority. To find your local authority, you can check the list on the European Data Protection Board website: https://edpb.europa.eu/about-edpb/board/members_en.
- In Australia, you have the right to lodge a complaint with the Privacy Commissioner: <https://www.oaic.gov.au/>.

- In Brazil, you have the right to lodge a complaint with the National Data Protection Authority (ANPD): <https://www.gov.br/anpd/pt-br>.
- In Canada, you have the right to lodge a complaint with the Office of the Privacy Commissioner in Canada: <https://www.priv.gc.ca/en/>.

Legal Basis for Processing

If you are located in the EEA or a jurisdiction that requires a similar legal basis for processing, our legal basis for collecting and using the personal information described in this Notice depends on the personal information we collect and the specific context in which we collect it.

We may process personal information because:

- It is necessary for the performance of a contract between you and CirrusDx;
- You have given us consent to do so (in applicable jurisdictions);
- The processing is in our legitimate interest as the Controller, when that legitimate interest is not overridden by your rights;
- CirrusDx must comply with the law.

Where certain sensitive personal information is processed based on your explicit consent, you may have the right to withdraw such consent at any time. To do so, please contact us as described in this Privacy Notice. If there is a different legal basis that would permit us to continue processing your personal information after withdrawing consent, we will notify you of that legal basis at the time of your request.

How Does CirrusDx Retain Your Personal Information?

We will retain your personal information for as long as necessary to fulfill the purposes for which we collect it and as set out in this Privacy Policy and for the purpose of satisfying any legal, accounting, or reporting requirements that apply to us.

13. GENERAL WEBSITE TERMS

CirrusDx maintains this website as a convenience to online users. The information located on this Site was believed to be accurate at the time it was posted. CirrusDx. makes no commitment to update or correct any information that appears on this website. We reserve the right to withdraw or amend this Site in our sole discretion and without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. From time to time, in our sole discretion and without notice, we may restrict access to some parts of the Site, or the entire Site.

To access the Site or certain of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete, and that you have the authority to provide such information to us.

If you choose a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any

other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You shall bear the entire risk for any use thereof, whether you have authorized such use and whether or not you are negligent. If you permit other persons to use your computer or mobile device, login information or any other means to access the Services, you will be held responsible for any transactions they undertake, and we will not be liable for any damages resulting to you. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms.

Nothing in these Terms is meant to replace or supersede any separate, written agreement that you may have with CirrusDx, and any such written agreement between you and CirrusDx shall remain in full force and effect.

Proprietary Rights and Your Use of the Site

Unless otherwise specified in these Terms, all information and screens appearing on this Site are the sole property of CirrusDx. We provide content through the Site that is copyrighted or contains protectable trademarks of us or our third-party licensors and suppliers (collectively, the “Materials”). Materials may include documents, services, software, site design, text, graphics, logos, video, images, icons, and other content, as well as the arrangement thereof. Subject to these Terms, we hereby grant to you a revocable, limited, personal, non-exclusive, and non-transferable license to use, view, print, display, and download the Materials for the sole purpose of viewing them on a stand-alone personal computer or mobile device and to use this Site solely for your personal use. Except for the foregoing license and as otherwise required or limited by applicable law, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the Site or Materials in any manner or for any purpose that would constitute infringement of our, our licensors’, or the Site’s other user’s intellectual property rights. All rights not expressly granted herein are reserved. You shall abide by all additional copyright notices, information, or restrictions contained in any Materials accessed through the Site. You are prohibited from using the Site and Materials to train a machine learning or artificial intelligence (AI) system.

Permitted Uses of the Site

By accessing or using the Site, you agree that:

- Your use of the Site is subject to and governed by these Terms;
- You will only access or use the Site and transact business with us if you are at least eighteen (18) years old;
- You will use the Site solely for its Programs offered in the normal course of business;
- You will always act in accordance with the law and custom, and in good faith;
- Each use of the Site by you indicates and confirms your agreement to be bound by these Terms.

You further agree to not use the Site in any way that:

- Changes or alters the Site or content or Services that may appear on the Site;
- Impairs in any way the integrity or operation of the Site;
- Is in any way unlawful or prohibited, or that is harmful or destructive to anyone or their property;
- Transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited email and commercial communications;
- Transmits any harmful or disabling computer codes or viruses;
- Harvests email addresses from the Site;
- Interferes with or attempts to gain unauthorized access to our network services;
- Impairs or limits our ability to operate the Site or any other person's ability to access and use the Site;
- Transmits or uploads violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
- Dilutes or depreciates our or any of our affiliates' name and reputation;
- Transmits or uploads content or images that infringe upon any third party's intellectual property rights or right to privacy;
- Unlawfully transmits or uploads any confidential, proprietary or trade secret information; or
- Uses the Site and Materials to train a machine learning or artificial intelligence (AI) system.

We have no obligation, but maintain the right, to monitor the Site. This list of prohibited activities provides examples and is not complete or exclusive.

Reliance on Information Posted on the Site

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

This Site may include content provided by third parties, including materials provided by other third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Disclaimer of Warranties

TO THE FULLEST EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN OR ON THE SITE, THE INFORMATION AND SERVICES OFFERED ON OR THROUGH THE SITE AND ANY REFERENCED THIRD-PARTY SITE ARE

PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANY THIRD-PARTY GOODS OR SERVICES PROVIDED ARE SUPPLIED AS A CONVENIENCE TO YOU AND DO NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT ALLOWED BY LAW, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE, THE MATERIALS, ANY CONTENT, OR OTHER POSTED MATERIALS ON THE SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

BY PROVIDING THE SERVICES ON THE SITE, WE DO NOT IN ANY WAY PROMISE THAT THE SERVICES WILL REMAIN AVAILABLE TO YOU. WE ARE ENTITLED TO TERMINATE ALL OR PART OF ANY OF THE SITE AT ANY TIME, IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU.

Limitation of Liability

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE SITE, OR ON ANY OTHER HYPERLINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIRD-PARTY SERVICE PROVIDERS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE SITE, THE MATERIALS, AND ANY CONTENT OR SERVICES OBTAINED THROUGH THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, FIFTY DOLLARS (\$50).

14. How to Contact Us

For questions or concerns about our privacy policies or practices, please contact us at:

Cirrus DX, Inc.
9901 Belward Campus Drive, Suite 300
Rockville, Maryland 20850

Phone: 240-813-8801
General Email Inquiry: info@cirrusdx.com