



WEBSITE PRIVACY POLICY

Effective August 2021

Kenney Ortho Group, Inc. and its subsidiaries and affiliates (“Kenney Orthopedics”) care about privacy issues and want you to be familiar with how we collect, use and disclose Personally Identifiable Information you provide to us. This Website Privacy Policy (the “Policy”) describes our practices in connection with Personally Identifiable Information that we collect through our website located at www.kenneyorthopedics.com, social media and the e-mail messages that we send to you that directly link to this Website (collectively, the “Services”).

1. Personally Identifiable Information We May Collect

“Personally Identifiable Information” is information that identifies you as an individual, such as name, birth date, telephone number, e-mail address, or unique device identifiers that was gathered in connection with your use of the Services. If we combine Personally Identifiable Information with protected health information subject to protection under HIPAA, the combined information will be treated as protected health information for as long as it remains combined.

2. Other Information We May Collect

“Other Information” is any information that does not reveal your specific identity or does not directly relate to an individual, including, for example: (1) computer or device connection information, such as browser type and version, operating system type and version, device information, and other technical identifiers; (2) information collected through cookies and other technologies; or (3) aggregated information, such as usage history and search history. If we combine Other Information with Personally Identifiable Information, the combined information will be treated as Personally Identifiable Information for as long as it remains combined.

3. Security Measures

Virus Detection and E-mail Security: For website security, we use software programs to monitor traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

General Practices: Although we seek to use reasonable measures to protect Personally Identifiable Information, please be aware that no security measures are perfect or impenetrable. Therefore, we cannot and do not guarantee that the information you provide to us through the Services will not be viewed by unauthorized persons. We are not responsible for circumvention of any privacy settings or security measures contained on the Services.

Security of Service Communications: Some communication through the Services may be sent through the standard HTTP protocol and may be delivered using regular e-mail. Information sent over HTTP is not encrypted. E-mail, while convenient, also poses several risks (e.g., e-mail is not

a secure form of communication, is unreliable, can be forwarded, etc.). We cannot guarantee the security of the information sent through such means, nor can we guarantee that information you supply to us will not be intercepted while being transmitted to us. It is important for you to protect against unauthorized access to your computer and to take appropriate security measures to protect your information.

Your Obligations to Safeguard your Information: Security is not a one person job. You must also take reasonable measures to protect your information, including, for example, securing your computer and mobile device, using an antivirus software, using a firewall, and other similar safeguards.

4. Disclaimer

Kenney Orthopedics offers information on the Services for general educational purposes only. This information should not be used for diagnosis and treatment, nor should it be considered a replacement for counsel with a health care professional. If you have questions or concerns about your health, contact your health care provider. While we make reasonable effort to ensure accuracy of the information on the Services, we do not guarantee the accuracy, and the information is provided with no warranty or guarantee of any kind.

5. Links

We may provide links to other websites. These links are provided as a convenience to you and as an additional avenue of access to the information contained on such third-party websites. Different terms and conditions may apply to your use of any linked sites. We encourage you to read the privacy policy of each website. We have no control over third party websites and make no claim or representation regarding such websites. We accept no responsibility for the quality, content, nature, or reliability of any websites accessible by hyperlink from the Services, or websites linking to the Services. We are not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked sites.

6. Data Retention

We will retain your information for as long as needed to provide you services, comply with our legal obligations, resolve disputes, and enforce our agreements. Except for authorized law enforcement investigations, other valid legal processes or as described in this Policy (or another policy in place between you and us), we will not share any Personally Identifiable Information we receive from you with any parties outside of Kenney Orthopedics.

7. Changes to the Privacy Policy and Terms

We may change this Policy from time to time. Please take a look at the “Effective” or “Revised Effective” legend at the top of this page to see when this Policy was last revised. Any material changes to this Policy will become effective 7 days from when we post the revised Policy on the Services and all other changes to this Policy will become effective when we post the revised Policy

on the Services. Your use of the Services following the effective date means that you accept the revised Policy.

8. Use of Services by Minors

We do not knowingly collect Personally Identifiable Information from individuals under the age of 13 and the Services are not directed to individuals under the age of 13. We request that these individuals not use the Services.

9. International Visitors

The Services are controlled and operated from the United States, and are not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of the United States. If any material on the Services, is contrary to the laws of the place where you are when you access them, then we ask you not to use the Services. You are responsible for informing yourself of the laws of your jurisdiction and complying with them. By using the Services, you consent to the transfer of information to the United States, which may have different data protection rules than those of your country.

10. Use of Materials on the Services, Trademarks and Copyrights

You acknowledge and agree that all content on the Services (including, without limitation, text, images, user interfaces, visual interfaces, graphics, trademarks, logos, sounds, source code and computer code, including but not limited to the design, structure, selection, coordination, expression, 'look and feel' and arrangement thereof) is the exclusive property of and owned by us or our licensors and is protected by copyright, trademark, trade dress and various other intellectual property rights and unfair competition laws. These marks and copyrights may not be copied, imitated, or used, in whole or in part, without the express prior written permission from their respective owners, and then with the proper acknowledgments. Nothing on the Services shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Services without the owner's prior written permission, except as otherwise described herein.

11. Submissions and Postings

To the extent that we allow submissions on the Services, you acknowledge that you are responsible for any material you may submit via the Services, including the copyright, legality, reliability, appropriateness, and originality of any such material. You represent and warrant (and we rely on your representation and warranty) that you (i) own or otherwise control all the rights or have sufficient rights to the content you post or that such items are known to you to be in the public domain; (ii) that the content is accurate; (iii) that use of the content you supply does not violate any provision in this Policy or terms you may have agreed to with a third party; (iv) that the content is not defamatory or otherwise trade libelous; (v) does not violate any law, statute, ordinance or regulation; and (vi) that you will indemnify us for all claims resulting from content

you supply, including arising from an action alleging infringement of copyright or other proprietary rights in such work.

We undertake no duty to determine the validity of any claim of copyright or trademark infringement. Upon receiving written notice that any item posted on the Services is believed to infringe a copyright or other proprietary right, we will remove said work.

If you do submit material, you grant us and our affiliates an unrestricted, nonexclusive, royalty-free, perpetual, irrevocable, transferable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display any and all material not subject to protections under HIPAA throughout the world in any media. You further agree that we are free to use without limitation and without any compensation to you any ideas, concepts, or know-how that you or individuals acting on your behalf provide to us. You grant us the right to use the name you submit in connection with such material. We retain any and all rights granted in this Policy in and to any user submitted content or non-HIPAA materials after termination, notwithstanding the reason for any such termination.

We have an absolute right to remove any material from the Services in our sole discretion at any time.

12. Usage Rules

You hereby agree to not upload, distribute, or otherwise publish through the Services any content that (i) is unlawful, libelous, defamatory, obscene, pornographic, harassing, threatening, invasive of privacy or publicity rights, fraudulent, defamatory, abusive, inflammatory, or otherwise objectionable; (ii) is confidential, proprietary, incorrect, or infringing on intellectual property rights; (iii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iv) may contain software viruses, chain letters, mass mailings, or any form of “spam.” You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto our Services.

You expressly agree to refrain from doing either personally or through an agent, any of the following: (1) use any device or other means to harvest information; (2) transmit, install, upload or otherwise transfer any virus or other item or process to the Services that in any way affects the use, enjoyment or service of the Services, or any visitor’s computer or other medium used to access the Services; (3) engage in any action which we determine in our sole discretion is detrimental to the use and enjoyment of the Services; or (4) transmit, install, upload, post or otherwise transfer any information in violation of the laws of the United States. You may further not use any hardware or software intended to damage or interfere with the proper working of the Services or to surreptitiously intercept any system, data, or personal information from the Services. You agree not to interrupt or attempt to interrupt the operation of the Services in any way.

13. Infringement Notice

We respect the intellectual property rights of others and request that you do the same. If you believe your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, you may notify us in writing to the e-mail address or mailing address provided in the “How to Contact the Web Team” section below with attention to General Counsel. To be effective, your notification must be in writing, include your contact information, provided to our copyright agent, and include: (i) signature of a person authorized to act; (ii) identification of the copyrighted work claimed to have been infringed; and (ii) identification of the material that is claimed to be infringing including references to the location of the material on the Services. If you believe other intellectual property rights were violated, you may notify us in writing to the mailing address provided in the “Questions and Complaints” section below with attention to General Counsel.

14. Jurisdiction and Applicable Law

The laws of the Commonwealth of Kentucky without regard to any conflicts of laws principles thereof, will govern the construction and interpretation of this Policy and the rights of the parties hereunder. By accessing, using, or registering for the Services, you acknowledge that you have read, understood, and agreed to be bound by this Policy and by all applicable laws and regulations. The parties agree on behalf of themselves and any person claiming by or through them that the exclusive jurisdiction and venue for any action or proceeding arising out of or relating to this Agreement will be an appropriate state or federal court located in Kentucky and each party irrevocably waives, to the fullest extent allowed by applicable law, the defense of an inconvenient forum.

15. Severability and Waiver

Our failure to exercise or enforce any right or provision of this Policy will not constitute a waiver of such right or provision. If any provision of this Policy is unlawful, void, or unenforceable, for any reason, the remaining provisions will remain in full force and effect to the fullest extent of the law.

16. Information Collected & Usage of Information

- **We respect your privacy and do not collect Personally Identifiable Information through the Services unless you choose to provide it. We, and our service providers, may collect Personally Identifiable Information in a variety of ways, including when:**
 - You contact us to request information by sending us an e-mail ;
 - You participate in one of our training or education events;
 - You request one of our publications or newsletters;
 - You participate in a Service related survey, contest, or other promotion; or

- You complete a questionnaire(s) on the Services (e.g., did you find our website helpful?)
- **We may use personally identifiable information:**
 - To send administrative information, such as information regarding the Services and changes to our terms, conditions, or policies;
 - To respond to your inquiries and fulfill your requests;
 - We may use survey information for research and quality improvement purposes, including helping us to improve information and services offered through the Services;
 - For our business purposes, such as improving or modifying our Services, identifying usage trends, and operating and expanding our service and information offerings;
 - As we believe to be necessary or appropriate: (a) under applicable law; (b) to comply with legal process; (c) to respond to requests from public and government authorities; (d) to enforce our terms and conditions; (e) to protect our operations against, for example, security threats, fraud or other malicious activity; (f) to protect our rights, privacy, safety or property, and/or that of you or others using the Services; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.
- **Your Personally Identifiable Information may be disclosed:**
 - To identify you to anyone to whom you send messages through the Services;
 - To our third-party service providers that provide services such as website hosting, information technology and related infrastructure, customer service, and other similar services;
 - To a third-party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business or assets;
 - As we believe to be necessary or appropriate: (a) under applicable law; (b) to comply with legal process; (c) to respond to requests from public and government authorities; (d) to enforce our terms and conditions; (e) to protect our operations against, for example, security threats, fraud or other malicious activity; (f) to protect our rights, privacy, safety or property, and/or that of you or others using the Services; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.
- **How We May Collect Other Information:** We, and our third-party service providers, may collect Other Information in a variety of ways, including:
 - *Through your browser or mobile device:* Certain information is automatically collected by most browsers or through your mobile device, such as your computer type, screen resolution, operating system name and version, device manufacturer and model, language, and Internet browser type and version. We may also collect

information on the search terms you used to find our website, the search engine you used, or the address of the web site from which you came to visit.

- *Using cookies:* Our Services may use cookies and other technologies such as pixel tags and web beacons. These technologies help us provide better services to you, tell us which parts of our Services people have visited, and allow us to better measure the usability of our Services. We treat information collected by cookies and other technologies as non-personal information. You have a variety of tools to control cookies and similar technologies, including controls in your browser to block and delete cookies.
- *IP Address:* Your “IP Address” is a number that is automatically assigned to the computer that you are using by your Internet service provider (ISP). An IP Address may be identified and logged automatically in our server log files, or those of our website hosting vendor, whenever a user accesses the Services, along with the time of the visit and the page(s) that were visited.
- *By aggregating information:* Aggregated Personally Identifiable Information does not personally identify you or any other user of the Services. We may aggregate information for a variety of reasons, for example, to calculate the percentage of our users who visit a particular page or clicked on a particular item from a newsletter.
- *Google Analytics:* We use a service from Google called “Google Analytics” to collect information about use of the Services. Google Analytics collects information such as how often users visit this site, what pages they visit when they do so, and what other sites they used prior to coming to this site. Google Analytics collects only the IP address assigned to you on the date you visit this site, rather than your name or other identifying information. Google’s ability to use and share information collected by Google Analytics about your visits to our Services is restricted by the Google Analytics Terms of Use and the Google Privacy Policy. We may use the information from Google Analytics for a variety of reasons including trend analysis and to make our Services more useful to the communities we serve.
- *Social Media:* We may engage with you on third party social media sites like Facebook or Instagram, if you engage with us. By doing so, you “opt in” to sharing your content with us. Be aware that such content (images, captions, and comments, etc.) that you submit (upload, post, comment, share, “like”, etc.) to third party social media sites (including any of our message boards or tweets) is publicly visible, not private and cannot be considered private Personally Identifiable Information. To manage social media notifications you receive, correct or delete your Personally Identifiable Information, or adjust your privacy settings, access the profile section of your social media accounts and follow the directions there.

- **How We May Use and Disclose Other Information**

- We may use and disclose Other Information for any purpose, except where we are required to do otherwise under applicable law.
- If we are required to treat Other Information, such as IP addresses or other similar identifiers, as Personally Identifiable Information under applicable law, then we may use it as described in “How We May Collect Other Information” section above, as well as for all the purposes for which we use and disclose Personally Identifiable Information, but we will treat these identifiers as Personally Identifiable Information. If we are required to treat Other Information as protected health information as defined by HIPAA, then we will treat the identifiers in accordance with our Notice of Privacy Practices.

17. California Online Personal Privacy Act Disclosures:

- We or our service providers may drop a Cookie on the browser of Website visitors. We do this to continue to market our Services to you after you leave our Website. The Website does not employ technology to override the privacy settings in your web browser.
- Our service providers may track Website visitors across multiple websites to retarget Website visitors to continue to market our Services to prospective patients after they leave our site. Users logged in to social media programs may be tracked by service providers who track such users across multiple websites and who may disregard the privacy settings in your web browsers.

18. Questions and Complaints

If you have any questions about this Privacy Policy, please contact the General Counsel listed below. If you believe your privacy rights have been violated, you may file a complaint with Kenney Orthopedics or with the Secretary of the Department of Health and Human Services. **You will not be penalized for filing a complaint.** To file a complaint, you may call 1-859-241-1015 or contact the following:

Kenney Orthopedics
Attn: General Counsel
208 Normandy Court
Nicholasville, KY 40356
E-mail: generalcounsel@kenneyorthopedics.com
Facsimile: (859) 241-1088