

Privacy Notice | Contact Us

HI'iaka Health Regenerative Wellness LLC and its affiliates, HI'iaka Health ("we," or "us") owns and operates this website and mobile app located at <https://hiiakahealth.com/> (collectively, the " Platform"). Your access and use of the Platform, any part thereof, or anything associated therewith, including its content ("Content"), any products or services provided through the Platform or otherwise by HI'iaka Health are subject to this Privacy Policy unless specifically stated otherwise. Capitalized terms not otherwise defined in this Privacy Policy have the same meaning as set forth in the Medical Terms of Service ("Terms of Service").

We are committed to respecting the privacy of users of the Service. We created this Privacy Policy (the "Privacy Policy") to tell you how HI'iaka Health collects, uses and discloses information in order to provide you with the Service.

As with our Terms of Service, by creating, registering, or logging into an account through the Service, or otherwise accessing or using the Service, you are automatically accepting and acknowledging the most recent version of this Privacy Policy. If we make any changes to our Privacy Policy, we will post the revised Privacy Policy and update the "Last updated" date of the Privacy Policy. If you are using the Service on behalf of an individual other than yourself, you represent that you are authorized by such individual to act on such individual's behalf and that such individual acknowledges the practices and policies outlined in this Privacy Policy.

Please read this Privacy Notice carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this Privacy Notice. This Privacy Notice may change from time to time. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check this Privacy Notice

periodically for updates.

1. Limitations on Use by Minors

Our Service is generally intended for use by individuals who are at least eighteen (18) years of age or such older age as may be required by applicable state laws in the jurisdiction in which an individual utilizes the Service. Individuals who are between the ages of thirteen (13) and eighteen (18) (or such older age of majority) may use the Service only if a parent or legal guardian provides consent to such use in accordance with the requirements set forth in our Terms of Service and the Service. The Service is not designed or intended to attract, and is not directed to, children under thirteen (13) years of age. If we obtain actual knowledge that we have collected personal information through the Platform from a person under thirteen (13) years of age, we will use reasonable efforts to refrain from further using such personal information or maintaining it in retrievable form.

If you believe we might have any information directly from a child under 13, please contact us at (808) 431-7333, or through our on our Website.

Please note that we are not required to erase or otherwise eliminate, or enable erasure or elimination of such content or information in certain circumstances, such as, for example, when federal, state, or local law, rule or regulation requires HI'iaka Health to maintain the content or information; when HI'iaka Health maintains the content or information on behalf of your Providers (as defined in our Terms of Service) as part of your electronic medical record; when the content or information is stored on or posted to the Site by a third party other than you (including any content or information posted by you that was stored, republished or reposted by the third party); when HI'iaka Health anonymizes the content or information, so that you cannot be individually identified; when you do not follow the aforementioned instructions for requesting the removal of the content or information; and when you have received compensation or other consideration for providing the content or

information.

The foregoing is a description HI'iaka Health's voluntary practices concerning the collection of personal information through the Service from certain minors and is not intended to be an admission that HI'iaka Health is subject to the Children's Online Privacy Protection Act, the Federal Trade Commission's Children's Online Privacy Protection Rule(s), or any similar international, federal, state, or local laws, rules, or regulations.

2. Protected Health Information

When you set up an account with HI'iaka Health, you are creating a direct customer relationship with HI'iaka Health that enables you to access and/or utilize the various functions of the Platform and the Service as a user. As part of that relationship, you provide information to HI'iaka Health, including but not limited to, your name, email address, shipping address, phone number and certain transactional information, that we do not consider to be "protected health information" or "medical information".

However, in using certain components of the Service, you may also provide certain health or medical information that may be protected under applicable laws. **HI'iaka Health is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, "HIPAA"). One or more of the Labs or Pharmacies (as defined in our Terms of Service) may or may not be a "covered entity" or "business associate" under HIPAA**, and HI'iaka Health may in some cases be a "business associate" of a Pharmacy or Medical Group. It is important to note that HIPAA does not necessarily apply to an entity or person simply because there is health information involved, and HIPAA may not apply to your transactions or communications with HI'iaka Health, the Providers, the Labs, or the Pharmacies.

In addition, any medical or health information that you provide that is subject to specific protections under applicable state laws (collectively, with PHI, "Protected Information"), will be

used and disclosed only in accordance with such applicable laws. However, any information that does not constitute Protected Information under applicable laws may be used or disclosed in any manner permitted under this Privacy Policy. Protected Information does not include information that has been de-identified in accordance with applicable laws.

HI'iaka Health and Providers have adopted a Notice of Privacy Practices that describes how they use and disclose Protected Information. By accessing or using any part of the Service, you are acknowledging receipt of the Notice of Privacy Practices from your Medical Group and Provider(s).

By accessing or using any part of the Service, you are agreeing that even if HIPAA does apply to HI'iaka Health, the Providers, the Labs or the Pharmacies, any information that you submit to HI'iaka Health that is not intended and used solely for the provision of diagnosis and treatment by the HI'iaka Health and Providers, laboratory services by the Labs or prescription fulfillment by the Pharmacies, is not considered Protected Information, and will only be subject to our Privacy Policy and any applicable state laws that govern the privacy and security of such information. For purposes of clarity, information you provide to HI'iaka Health in order to register and set up an account on the Platform, including name, username, email address, shipping address and phone number, are not considered Protected Information.

3. Collection of Information

We collect any information you provide when you use the Service, including, but not limited to:

- 📄 Personally identifying information such as your name and contact data such as your e-mail address, phone number, and billing and physical addresses
- 📄 Your login and password and other account ("Account") registration details
- 📄 Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to our service, or requesting further services.

📄 Records and copies of your correspondence (including email addresses), if you contact us;

📄 Details of transactions you carry out through our Website and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Website.

📄 Demographic data (such as your gender, date of birth and zip code)

📄 Computer, mobile device and/or browser information (e.g., IP address, mobile device ID information, operating system, connection speed, bandwidth, browser type, referring/exist web pages, web page requests, cookie information, hardware attributes, software attributes)

📄 Third-party website, network, platform, server and/or application information (e.g., Facebook, Twitter, Instagram)

📄 Usage activity concerning your interactions with the Service and/or third party websites, networks or applications accessed through the Service (e.g., viewing habits, viewing preferences, viewing history, number of clicks on a page or feature, amount of time spent on a page or feature, identify of third party websites, networks, etc.)

📄 Billing, payment and shipping information

📄 Electronic signature

📄 Any other information you provide when you contact or communicate with us

If you use your mobile device to visit, access or use the Service, then additional categories of information that we collect may include

📄 Your name associated with your mobile device

📄 Your telephone number associated with your mobile device

📄 Your geolocation

📄 Your mobile device ID information

We also collect certain medical information on behalf of HI'iaka Health and your Providers, which may include, but is not limited to:

📄 Health and medical data you submit for diagnosis or treatment purposes,

including information in any questionnaires or surveys you complete for these purposes

- 📅 Date of visit

- 📷 Images or videos you share for diagnosis or treatment purposes

- 📧 Communications with Providers

We may also receive information about you from our providers. For example, as part of our identity verification process, our providers may send us information they have independently collected, such as your name, age, and estimated location.

Our marketing partners may also send us information about you, even if you have not visited or registered on our site.

Hi'iaka Health does not collect or create biometric information about you. To use some of our services, however, we may be required to verify your identity. If you are asked to submit proof of identity (such as a driver's license or passport) we may share that and the selfie you shared with us with our identity verification partner, who may create biometric information about your face in order to verify that your selfie matches your proof of identity.

4. How Information Is Collected

Hi'iaka Health might collect personal and non-personal information directly from you when you visit, access or use the Service; when you register with or subscribe to the Service or any products or services available through the Service; when you "sign in," "log in," or the like to the Service; when you allow the Service to access, upload, download, import or export content found on or through, or to otherwise interact with, your computer or mobile device (or any other device you may use to visit, access or use the Service) or online accounts with third-party websites, networks, platforms, servers or applications (e.g., your online social media accounts, your cloud drives and servers, your mobile device service provider); or whenever Hi'iaka Health asks you for such information, such as, for example, when you process a payment through the Service, or when you answer an online survey or questionnaire. In addition, if you or a third party sends

HI'iaka Health a comment, message or other communication (such as, by way of example only, email, letter, fax, phone call, or voice message) about you or your activities on or through the Site and/or the App, then HI'iaka Health may collect any personal or non-personal information provided therein or therewith. Finally, HI'iaka Health might use various tracking, data aggregation and/or data analysis technologies, including, for example, the following:

🍪 Cookies, which are small data files (e.g., text files) stored on the browser or device you use to view a website or message. They may help store user preferences and activity and may allow a website to recognize a particular browser or device. There are several types of cookies, including, for example, browser cookies, session cookies, and persistent cookies. Cookies may record information you access on one page of a website to simplify subsequent interaction with that website, or to help streamline your transactions on related pages of that website. Most major browsers are set up so that they will initially accept cookies, but you might be able to adjust your browser's or device's preferences to issue you an alert when a cookie is downloaded, or to block, reject, disable, delete or manage the use of some or all cookies on your browser or device. Cookies can be set by the website owner (i.e., us), or they can be set by third parties (e.g., Facebook, Google, etc.) Cookies are used to help us speed up your future activities or to improve your experience by remembering the information that you have already provided to us. Third party cookies may also be used to enable analytics (e.g. Google Analytics) or advertising functionality (e.g., ad re-targeting on third-party websites) that enables more customized services and advertising by tracking your interaction with our Service and collecting information about how you use the Service.

🍪 Flash cookies, which are cookies written using Adobe Flash, and which may be permanently stored on your device. Like regular cookies, Flash cookies may help store user preferences and activity, and may allow a website to

recognize a particular browser or device. Flash cookies are not managed by the same browser settings that are used for regular cookies.

🏠 Web beacons, which are pieces of code embedded in a website or email to monitor your activity on the website or your opening of the email, and which can pass along information such as the IP address of the computer or device you use to view the website or open the email, the URL page on which the web beacon is located, the type of browser that was used to access the website, and previously set cookie values. Web beacons are sometimes used to collect advertising data, such as counting page views, promotion views or advertising responses. Disabling your computer's, device's or browser's cookies may prevent some web beacons from tracking or recording certain information about your activities.

🏠 Scripts, which are pieces of code embedded in a website to define how the website behaves in response to certain key or click requests sent by the user. Scripts are sometimes used to collect information about the user's interactions with the website, such as the links the user clicks on. Scripts are often times temporarily downloaded to the user's computer or device from the website server, active only while the user is connected to the Site and/or the App, and deactivated or deleted when the user disconnects from the website.

🏠 Analytic tools and services, which are sometimes offered by third parties, and which track, measure and/or generate information about a website's or program's traffic, sales, audience and similar information, and which may be used for various reasons, such as, for example, statistical research, marketing research, and content ratings research, and conversion tracking. Examples of the analytic tools and services which HI'iaka Health might use include Google Analytics. HI'iaka Health may also use other third-party analytic tools and services.

Please be advised that if you choose to block, reject, disable, delete or change the

management settings for any or all of the aforementioned technologies and/or other tracking, data aggregation and data analysis technologies, then certain areas of the Platform might not function properly.

By visiting, accessing or using the Service, you acknowledge and agree in each instance that you are giving HI'iaka Health permission to monitor or otherwise track your activities on the Service, and that HI'iaka Health may use the afore mentioned technologies and/or other tracking, data aggregation and data analysis technologies. Notwithstanding the foregoing, HI'iaka Health does not permit third parties or third-party cookies to access to any communications you have with the Providers, or medical information that you submit to the Providers for diagnosis and treatment purposes.

5. Use of Information

In connection with providing the Service, we and our affiliates and service providers may use your information, subject to the limitations addressed in the Protected Health Information Section above, for a number of purposes, including, but not limited to:

- 🎬 Verifying your identity;
- 🎬 Confirming your location;
- 🎬 Administering your account;
- 🎬 Fulfilling your requests;
- 🎬 Processing your payments;
- 🎬 Facilitating your movement through the Service;
- 🎬 Facilitating your use of the Service and/or products or services offered through the Service;
- 🎬 Communicating with you by letter, email, text, telephone or other forms of communication, including on behalf of your Provider(s) to facilitate medical services;
- 🎬 Providing you with customer support;
- 🎬 Providing you with information about third-party businesses, products and

services by letter, email, text, telephone or other forms of communication;

- Developing, testing or improving the Service and content, features and/or products or services offered via the Service;

- Identifying or creating new products, services, marketing and/or promotions For HI'iaka Health or the Service;

- Improving user experiences with the Service;

- Analyzing traffic to and through Service;

- Analyzing user behavior and activity on or through the Service;

- Conducting research and measurement activities for purposes of product and service research and development, advertising claim substantiation, market research, and other activities related to HI'iaka Health, the Service or products and services offered via the Service;

- Monitoring the activities of you and others on or through the Service;

- Placing and tracking orders for products or services on your behalf;

- Protecting or enforcing the rights and properties of others (which may include you);

- When required by applicable law, court order or other governmental authority (including, without limitation and by way of example only, in response to a subpoena or other legal process); or

- HI'iaka Health believes in good faith that such use is otherwise necessary or advisable (including, without limitation and by way of example only, to investigate, prevent, or take legal action against someone who may be causing injury to, interfering with, or threatening the rights, obligations or a user of the Service, which may include you, or anyone else who may be harmed by such activities or to further HI'iaka Health's legitimate business interests).

We may de-identify your information and use, create and sell such de-identified information, or any business or other purpose not prohibited by applicable law.

6. Disclosure of Information

Subject to the limitations described in the Protected Health Information section above, we may disclose your information to third parties in connection with the provision of our Service or as otherwise permitted or required by law. For example, we may disclose your information:

- 🎬 To our subsidiaries and affiliates;
- 🎬 To our contractors, service providers, and other third parties we use to support our business. These entities provide IT and infrastructure support services, payment processing services and marketing software. Our payment processors' privacy policies may be found at <http://stripe.com/us/privacy>;
- 🎬 To the Labs, Pharmacies or its Providers to enable them to provide services to you via the Service;
- 🎬 To a potential or actual buyer or other successor in the event of a planned or actual merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Hiiaka Health's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Hiiaka Health about our Website's users is among the assets transferred;
- 🎬 To fulfill the purpose for which you provide it;
- 🎬 For any other purpose disclosed by us when you provide the information; and
- 🎬 With your consent;
- 🎬 To comply with any court order, law, or legal process, including to respond to any government or regulatory request;
- 🎬 To enforce or apply our Terms of Service and other agreements, including for billing and collection purposes; and
- 🎬 If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Hiiaka Health, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

We may de-identify your information and disclose such de-identified information

for any purpose not prohibited by applicable law.

7. Data Retention

HI'iaka Health may retain your information for as long as it believes necessary; as long as necessary to comply with its legal obligations, resolve disputes and/or enforce its agreements; and/or as long as needed to provide you with the products and/or services of the Service or HI'iaka Health. HI'iaka Health may dispose of or delete any such information at any time, except as set forth in any other agreement or document executed by HI'iaka Health or as required by law.

8. Data Security

Information transmitted over the Internet is not completely secure, but we do our best to protect your Personal Data. You can help protect your Personal Data and other information by keeping your password to our Websites confidential.

We have implemented measures designed to secure your Personal Data from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your Personal Data, we cannot guarantee the security of your Personal Data transmitted to our Website. Any transmission of Personal Data is at your own risk. We are not responsible for circumvention of any privacy settings or security measures deployed on the Website.

9. Transactions

In connection with any transaction that you conduct through the Service (e.g., the purchase or sale of any products or services on or through the Service), you may be asked to supply certain information relevant to the transaction, including,

without limitation, your credit card number and expiration date, your billing address, your shipping address, your phone number and/or your email address. By submitting such information, you grant HI'iaka Health without charge the irrevocable, unencumbered, universe-wide and perpetual right to provide such information to third parties (e.g., payment processing companies, buyers on the Service, sellers on the Service) for the purpose of facilitating the transaction. All credit card, debit card and other monetary transactions on or through the Service occur through an online payment processing application(s) accessible through the Service. This online payment processing application(s) is provided by HI'iaka Health's third-party online payment processing vendor, Stripe ("Stripe"). Additional information about Stripe, its privacy policy and its information security measures (collectively, the "Stripe Policies") should be available on the Stripe website located at <https://stripe.com/us/privacy> or by contacting Stripe directly. Reference is made to the Stripe Policies for informational purposes only and are in no way incorporated into or made a part of this Privacy Policy. HI'iaka Health's relationship with Stripe, if any, is merely contractual in nature, as Stripe nothing more than a third-party vendor to HI'iaka Health, and is in no way subject to HI'iaka Health's direction or control; thus, their relationship is not, and should not be construed as, one of fiduciaries, franchisors-franchisees, agents-principals, employers-employees, partners, joint venturers or the like.