

ZING HEALTH OF MICHIGAN, INC.

ONLINE & MOBILE APPLICATION PRIVACY POLICY

Effective Date: March 31, 2026 | Version 1.0

www.myzinghealth.com/privacy-policy

⚠ Binding Arbitration & Class Action Waiver

This Policy require binding arbitration to resolve most disputes. They include a class action waiver and a jury trial waiver. See **Section 10** for details and instructions to opt out within 30 days of acceptance.

Important for Medicare Advantage members: The arbitration requirement does not apply to disputes arising from your Medicare Advantage plan coverage, Evidence of Coverage, enrollment, or claims.

At a Glance: Your Privacy at Zing Health

We believe you deserve to understand your privacy rights simply and clearly. Here are the most important points — the full details follow in each section below.

What we collect	Personal information you provide (name, email, phone), and data about how you use our app and website (device ID, pages visited).
What we do NOT do	We do not sell, rent, or lease your personal information. We do not share it with third parties for their own marketing. We do not serve third-party advertisements in our app.
Your choices	You can opt out of SMS messages, request access to your data, ask us to deactivate your portal account, and manage cookie preferences through your browser or device settings.
How we protect data	We use industry-standard encryption, access controls, and security monitoring to protect your information.
Who to contact	privacy@myzinghealth.com 1-866-946-4458 (TTY: 711)
HIPAA & health info	This policy covers non-HIPAA personal data collected through our digital services. Your Protected Health Information (PHI) — including health conditions, claims, and treatment information — is governed by our separate HIPAA Notice of Privacy Practices at www.myzinghealth.com/hipaa-notice . Please read both documents.

1. Introduction and Scope

Zing Health of Michigan, Inc. and its affiliates and authorized agents (collectively, "**Zing Health**," "**we**," "**us**," or "**our**") respect your privacy and are committed to protecting the personal information you share with us. This **Online & Mobile Application Privacy Policy** ("Privacy Policy") describes what

information we collect when you use our digital services, how we use and protect it, your privacy rights, and how to contact us.

1.1 Services Covered

This Policy applies to all Zing Health digital services that link to this Policy, including:

- **Website:** www.myzinghealth.com and other Zing Health-branded websites;
- **Mobile App:** The Zing Health mobile app available on the Apple App Store and Google Play Store; and
- **Interactive Communications:** Email, SMS/MMS messaging, and in-app messaging when you provide your contact information.

1.2 Relationship to Our HIPAA Notice of Privacy Practices

This Policy covers non-HIPAA personal data — such as your name, email address, device identifiers, and website usage data — collected through our digital services.

As a Medicare Advantage health plan, Zing Health also collects and uses **Protected Health Information (PHI)** — defined as any individually identifiable information relating to the past, present, or future physical or mental health or condition of an individual, or the provision or payment of health care. PHI is governed by our separate **HIPAA Notice of Privacy Practices**, available at www.myzinghealth.com/hipaa-notice, which describes your rights with respect to PHI, including the right to access, correct, and restrict use of your health information. Please read both this Policy and our HIPAA Notice to fully understand how your information is protected.

1.3 Acceptance

By using our Services, you acknowledge that you have read this Privacy Policy and consent to the data practices described. If you do not agree, please discontinue use of the Services.

2. Information We Collect

2.1 Information You Provide

When you interact with our Services, you may provide us with Personal Information, including:

- **Account Registration:** Name, date of birth, member ID, email address, username, and password;
- **Contact Information:** Mailing address and telephone number (including mobile number for SMS);
- **Communications:** Messages or feedback you submit through contact forms, chat, or email;
- **Survey Responses:** Opinions you share in member research or satisfaction surveys;
- **Healthcare Preferences:** Provider preferences, language, and accessibility needs for service personalization.
- **Emergency Contact Information:** Name and contact details for a person to be notified in case of emergency, if provided voluntarily.
- **Member Designated Representative:** Name and contact details for a person to receive your PHI and/or health plan information on your behalf.

2.2 Information Collected Automatically

When you use our App or website, we and our service providers automatically collect Usage Information, including:

- **Device Information:** Device type, operating system, unique device identifiers (including Apple IDFA and Google Advertising ID), and browser type;
- **Log Data:** IP address, access times, pages or screens viewed, time spent, links clicked, and referring URLs;
- **Location:** General geographic location derived from IP address. We do not collect precise GPS location without your permission;
- **App Usage:** Features accessed, actions taken, and search queries within the App;
- **Cookies and Tracking Technologies:** See Section 3 for details.

Usage Information is not treated as Personal Information unless we link it to your Personal Information.

2.3 Information from Third Parties

We may receive information from:

- **CMS and Government Sources:** Medicare enrollment and eligibility data;
- **Providers and Pharmacies:** Claims and encounter data related to your coverage;
- **Analytics Providers:** Aggregate usage data to help us improve our Services.

2.4 Children's Privacy

Our Services are not directed to children under 13. We do not knowingly collect personal information from children under 13. If we learn we have inadvertently done so, we will delete that information promptly. Please contact us at privacy@myzinghealth.com if you believe a child under 13 has provided us with personal information.

3. Cookies and Tracking Technologies

3.1 Technologies We Use

Cookies

A cookie is a small text file placed on your device by a web server. We use cookies for session management, remembering your preferences, identity authentication, and analytics.

Web Beacons and Pixel Tags

Certain pages may contain web beacons — small electronic files that help us understand how members interact with our Services and emails.

Local Storage

We may use browser local storage to enhance your experience. You can manage local storage through your browser's developer settings.

Mobile App Identifiers

Our App may use mobile advertising identifiers (Apple IDFA, Google Advertising ID) to understand app usage. These can be reset or limited through your device privacy settings.

3.2 Third-Party Analytics Providers

We use third-party analytics providers to understand how our Services are used. These providers and their privacy policies are:

- **Google:** Used for website traffic analysis. Privacy policy: <https://support.google.com/analytics/answer/4597324?hl=en>
- **Apple:** Used for mobile app analytics. Privacy policy: <https://www.apple.com/legal/privacy/data/en/app-analytics/>

We do not permit any third parties to serve advertisements within our Services.

3.3 Your Cookie Choices

- **Browser settings:** You can modify your browser to decline cookies, though some features may not work as intended.
- **Mobile device settings:** Limit ad tracking via iOS (Settings > Privacy > Tracking) or Android (Settings > Google > Ads).

3.4 Do Not Track

Because Do Not Track (DNT) signals are not yet standardized across browsers, our Services do not currently respond to DNT signals. For more information, visit allaboutdnt.com.

4. How We Use Your Information

4.1 To Provide and Operate Our Services

- Create and manage your online account and authenticate your identity;
- Deliver health plan information, benefits summaries, and member resources;
- Process requests and customer service inquiries;
- Enable multi-factor authentication (MFA) for secure account access.

4.2 To Communicate With You

- Send important notices about your account, coverage, or policy updates;
- Send clinical reminders (e.g., preventive screenings, wellness visits, flu shots) as permitted by HIPAA;
- Respond to your inquiries and requests;

- Notify you of new features or plan benefits.

4.3 To Improve Our Services

- Analyze usage patterns to improve the App and website experience;
- Develop new features based on member needs;
- Personalize content and recommendations based on your preferences.

4.4 For Safety, Security, and Legal Compliance

- Detect and prevent fraud and security incidents;
- Comply with federal and state laws and CMS regulations;
- Enforce our Terms of Use;
- Respond to legal process and government requests.

4.5 De-Identified Data

We may de-identify or aggregate your information for analytics and quality improvement purposes. De-identified data that cannot reasonably identify you is not treated as Personal Information under this Policy.

5. How We Share Your Information

We do not sell, rent, or lease your Personal Information to third parties. We do not share your Personal Information with third parties for their own independent marketing or advertising purposes.

We may share your information only in the following circumstances:

5.1 Service Providers

We engage third-party service providers to help deliver our Services — including cloud hosting, customer support, analytics, email/SMS platforms, identity verification, and payment processing. These providers are contractually required to use your information only on our behalf and may not use it for their own purposes.

5.2 Authorized Representatives

If you grant account access to a family member, caregiver, or other representative, that person will be able to access your account information. Grant access only to individuals you trust.

5.3 Affiliates

We may share information within the Zing Health corporate family to coordinate services and improve your member experience. Affiliated entities must use your information consistent with this Policy.

5.4 Corporate Transactions

If Zing Health undergoes a merger, acquisition, or sale of assets, your information may be transferred to the successor entity, which will be required to honor this Policy or provide advance notice of any material changes.

5.5 Legal Requirements

We may disclose your information to comply with legal obligations, respond to lawful government requests, enforce our rights, or protect the safety of our members or others.

5.6 With Your Consent

We may share your information for purposes not described here when we have your express consent.

6. SMS and Text Messaging

6.1 Message Types

By enrolling in our text messaging program, you may receive messages about:

- **Clinical Reminders:** Preventive screenings, wellness visits, flu shots, and other health reminders;
- **Plan Benefits:** Covered services, costs, LiveHealthy rewards, and provider network updates;
- **Pharmacy:** Prescription coverage and prior authorization updates;
- **Claims and Billing:** Claim status updates and premium payment reminders;
- **Health Programs:** Diabetes care, heart health, wellness, and smoking cessation resources;
- **Account Security:** Multi-factor authentication (MFA) codes for portal access;
- **Marketing:** Healthcare/Medicare-related products or services offered by Zing Health and its subsidiaries and affiliates.

6.2 Enrollment and Consent

By enrolling in our text messaging program or providing your phone number to Zing Health or any of its subsidiaries or affiliates, you agree to receive automated text messages and/or prerecorded/artificial voice calls to the phone number you have provided. Consent is not a condition of enrollment in any Zing Health plan or to receive goods or services from Zing Health. Message frequency varies.

By opting in to our messaging services, you agree and represent that:

- You are at least eighteen (18) years of age;
- The telephone number you have provided is your own contact number and not someone else's;
- You are permitted to receive calls and text messages at the telephone number you have provided;
- You will promptly alert us whenever you deactivate or change your telephone number;

- Zing Health may send automated text messages and/or automated, artificial, or prerecorded calls to the phone number(s) you provided, whether or not they are characterized as marketing or non-marketing;
- You agree to receive communications from Zing Health regardless of whether your phone number is on the National Do-Not-Call registry or similar state or federal lists;
- Messages from Zing Health may include limited Protected Health Information; and
- Messages from Zing Health are not secure or encrypted methods of communication, and by choosing to receive communications from Zing Health, you accept these risks and consent to such communications.

Communications may be made on behalf of Zing Health's subsidiaries and affiliated companies, including Zing Health Consolidator, Inc., Zing Health, Inc., Zing Health MSO, LLC, Zing Health Holdings of Michigan, Inc. and Zing Health Holdings, Inc.

6.3 How to Stop or Get Help

- **To stop messages:** Reply **STOP** to any Zing Health text. After replying STOP, you may receive a message confirming that you have been unsubscribed. Zing Health will process your opt-out request within the timeframe specified by federal law. **To re-enroll:** Reply **START** or call 1-866-946-4458.
- **For help:** Reply **HELP** or contact memberservices@myzinghealth.com or 1-866-946-4458.
- **Zing Health's right to terminate:** Zing Health may, in its sole discretion, terminate or suspend your participation in its messaging services at any time for any reason.

6.4 Charges and Delivery

Zing Health does not charge for text messages. Message and data rates from your wireless carrier may apply. Zing Health does not guarantee the successful delivery of calls or text messages by your wireless provider. Neither Zing Health nor your wireless carrier(s) will be liable for any delayed or undelivered messages.

6.5 Privacy of Text Messages

Text messages are not fully encrypted and may include information about your health benefits and, in limited circumstances, Protected Health Information. There is a risk that messages could be seen by others or intercepted. By enrolling, you understand and accept these risks and consent to such communications. In the event you change or deactivate your telephone number, you agree to promptly inform Zing Health. Zing Health will not be liable for any communication or transmission of confidential information, including Protected Health Information, by message which occurs because you did not report that your phone number changed. All SMS exchanges with our representatives are monitored and retained for up to [10] years for quality assurance and federal record-keeping requirements.

6.6 No Sharing of SMS Opt-In Data

Your SMS opt-in data and consent will not be shared with any third parties for marketing or promotional purposes.

6.7 Limitation of Liability – Messaging Services

To the fullest extent permitted by applicable law, Zing Health and its subsidiaries, affiliates, officers, directors, employees, and agents shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or relating to the messaging services, including but not limited to interception or unauthorized access of messages, delays, failures, errors, or interruptions in the delivery of text messages, inaccurate or incomplete content in a message, or use or reliance on the content of any message for any purpose. Zing Health makes no warranty, express or implied, regarding the availability, reliability, or timeliness of its messaging services.

6.8 Indemnification – Messaging Services

You agree to indemnify, defend, and hold harmless Zing Health and its subsidiaries, affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of any term or condition governing the messaging services; (b) your misuse of the messaging services; or (c) your provision of a telephone number that is not your own or that you are not authorized to use.

7. Your Privacy Rights

To exercise any of the rights described below, contact us at privacy@myzinghealth.com or call **1-866-946-4458**.

7.1 General Privacy Rights

Your Right	What It Means
Access	Request a copy of the Personal Information we hold about you.
Correction	Request that we correct inaccurate or incomplete Personal Information.
Deletion	Request deletion of your Personal Information, subject to legal retention requirements. See Section 7.5 for important information specific to Zing Health as a Medicare Advantage plan.
Portability	Request a copy of your Personal Information in a structured, machine-readable format where technically feasible.
Opt-Out of Marketing	Opt out of promotional communications at any time by following unsubscribe instructions or contacting us directly.
Withdraw Consent	Where we rely on consent to process your information, you may withdraw that consent at any time.

7.2 California Residents — CCPA/CPRA Rights

If you are a California resident, you have the following additional rights:

- **Right to Know:** Request disclosure of the categories and specific pieces of Personal Information we have collected, our sources, our purposes, and the third parties we share it with.

- **Right to Delete:** Request deletion of Personal Information, subject to exceptions including legal retention requirements.
- **Right to Correct:** Request correction of inaccurate Personal Information.
- **Right to Opt-Out of Sale or Sharing:** We do not sell or share Personal Information for cross-context behavioral advertising.
- **Non-Discrimination:** We will not discriminate against you for exercising your CCPA/CPRA rights.

To submit a California privacy request, email privacy@myzinghealth.com with subject line "**California Privacy Request.**" We will respond within 45 days.

7.3 Other State Residents

Residents of Virginia, Colorado, Texas, and other states with enacted privacy laws may have rights similar to those described in Section 7.1. Contact us at privacy@myzinghealth.com for more information.

7.4 Response Timelines

We will respond to verifiable privacy requests within 30 days of receipt. We may need to verify your identity before fulfilling your request. We will not charge a fee for reasonable requests.

7.5 Your Portal Account — Deactivation and Member Record Retention

Important Information for Medicare Advantage Members

Zing Health is a federally regulated Medicare Advantage health plan. As a Medicare Advantage organization, we are required by the Centers for Medicare & Medicaid Services (CMS) and applicable federal law to retain member enrollment records, claims histories, and related health plan documentation for a minimum of **10 years** (42 C.F.R. § 422.504(d)). These obligations apply regardless of whether you use our mobile app.

We cannot delete your Member Record — the information associated with your enrollment in a Zing Health Medicare Advantage plan — upon request. This is required by federal regulation, not a choice we have made.

What is the difference between my Member Record and my Portal Account?

Member Record	Portal Account (App Login)
Created when you enroll in a Zing Health plan	Created when you register for the member portal or mobile app
Contains enrollment data, claims, and coverage details	Contains your login credentials, app preferences, and device associations
Retained 10 years as required by federal law	Can be deactivated at your request
Exists regardless of whether you use the app	Only exists if you have registered for online access

Requesting Portal Account Deactivation

You may request deactivation of your Portal Account at any time. When deactivated:

- Your login credentials will be disabled and you will no longer be able to access the portal or app;
- Your app preferences, notification settings, and device associations will be removed;
- Non-legally-required portal data will be deleted within **30 days** of deactivation;
- Your Member Record will be retained as required by federal law.

To request deactivation:

- **In the App:** Go to Menu -> Profile & Settings -> Update Profile & User Settings -> Deactivate My Account;
- **By Email:** Send a request to privacy@myzinghealth.com with subject line "Portal Account Deactivation Request" and include your name and Member ID;
- **By Phone:** Call Member Services at 1-866-946-4458 (TTY: 711), Monday–Friday, 8 a.m.–8 p.m. CT.

We will confirm completion within **10 business days**. You may re-register for portal access at any time.

Your Rights Are Not Affected

Deactivating your Portal Account does not affect your rights as a Zing Health Medicare Advantage member, your rights under our HIPAA Notice of Privacy Practices, or your rights to access, correct, or obtain a copy of your information as described in Section 7.1.

8. Data Security

We implement technical, administrative, and physical safeguards to protect your Personal Information, including:

- **Encryption:** Industry-standard TLS encryption for data in transit;
- **Access Controls:** Access limited to employees who need it to perform their job;
- **Multi-Factor Authentication:** MFA support for member account access;
- **Security Monitoring:** Tools to detect and respond to security threats;
- **Incident Response:** A data breach response program with notification procedures as required by law.

Despite these measures, no method of internet transmission or data storage is completely secure. We encourage you to use a strong, unique password and enable MFA. If you suspect unauthorized access to your account, please notify us immediately at privacy@myzinghealth.com.

9. Data Retention

We retain Personal Information for as long as necessary to provide you with Services, comply with our legal obligations (including CMS Medicare Advantage record-keeping requirements), resolve disputes, and enforce our agreements. Our retention schedule by data category is:

Account information	Duration of account plus [3] years, or as required by law
Website / app usage data	[2] years from collection, then deleted or aggregated
SMS communications	Up to [10] years per federal record-keeping requirements
Customer service records	[7] years from last interaction
Security and audit logs	[1] year rolling, unless required for active investigations
De-identified / aggregated	Retained indefinitely for analytics and quality improvement

10. Dispute Resolution — Binding Arbitration and Class Action Waiver

⚠ Please Read This Section Carefully

This section requires binding arbitration for most digital service disputes. It waives your right to class actions and jury trials. **See Section 10.3 for important exceptions that protect your Medicare rights.**

10.1 Agreement to Arbitrate

Any dispute or claim arising from, relating to, or connected with this Policy, your use of the digital services, or your relationship with Zing Health (each, a "Claim") — subject to the exceptions in Section 10.3 — will be resolved by **binding individual arbitration** rather than in court, administered by the **American Arbitration Association (AAA)** under its Commercial Arbitration Rules. Judgment on the award may be entered in any court of competent jurisdiction.

10.2 Place and Manner

Arbitration will take place in the State of Illinois, or in the jurisdiction where you reside if required by applicable law. Arbitration may be conducted by telephone, online, or on written submissions.

10.3 Exceptions — Medicare Coverage and CMS-Governed Disputes

The arbitration requirement in this Section does not apply to — and cannot be used to resolve — any dispute or claim arising from:

- Your Medicare Advantage plan coverage, benefits, or exclusions;
- Claims for health care services or reimbursements under your plan;
- Your enrollment in or disenrollment from a Zing Health Medicare Advantage plan;
- Any matter governed by your Evidence of Coverage or CMS regulations; or
- Any matter for which CMS regulations require access to the plan's grievance and appeals process.

These disputes are governed by your Evidence of Coverage and CMS-mandated grievance, appeals, and coverage determination processes.

Zing Health may also bring a Claim for injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property rights.

10.4 Class Action Waiver

We each agree that any Claim subject to arbitration will be arbitrated on an individual basis only and will not be consolidated with any Claim of any other party through class action proceedings or class arbitration. With respect to claims brought in California, this class action waiver shall not apply to claims by either party for public injunctive relief, which may be pursued exclusively in a court of competent jurisdiction and not in arbitration, but all other claims, including any claims for private injunctive relief, are subject to arbitration.

10.5 Jury Trial Waiver

For any Claim subject to this Policy, we each waive the right to a jury trial to the fullest extent permitted by law.

10.6 How to Opt Out

Opt-Out Instructions — 30-Day Deadline

To opt out of arbitration for digital service disputes, notify us **in writing within 30 days** of first accepting this Policy. Mail your notification to:

**Zing Health, Attention: Legal Department 225 West Washington Street, Suite 450,
Chicago, IL 60606**

Include your **name, address**, and a clear statement that you want to opt out of the arbitration agreement.

Opting out of arbitration does not affect any other provision of this Policy, nor does it affect your Medicare rights.

10.7 Statute of Limitations

Any Claim subject to arbitration under this Policy must be filed within one (1) calendar year after it arises, or it will be barred. This limitation does not apply to Medicare coverage, claims, or enrollment disputes. You acknowledge and agree that, regardless of any statute or law to the contrary, this one-year limitation period applies to all Claims subject to this Policy.

11. International Users

Our Services are hosted in the United States. If you access our Services from outside the United States, your information will be transferred to and processed in the United States. By using our Services, you consent to this transfer and processing in accordance with this Privacy Policy. Additionally, if you access our Services from outside the United States, you do so at your own risk and are responsible for compliance with local laws.

12. Third-Party Links

Our Services may contain links to third-party websites — such as provider directories or CMS resources — that are not operated by Zing Health. This Privacy Policy does not apply to those services. We encourage you to review the privacy policies of any third-party services you visit through our links.

13. Changes to This Policy

We may update this Privacy Policy from time to time. For material changes that significantly affect your rights, we will provide advance notice by posting a notice on our website and within the App, and/or by sending an email to the address on file for your account. Your continued use of our Services after the effective date of any updated Policy constitutes your acceptance. We will not make changes with retroactive effect unless required by law.

14. How to Contact Us

We welcome your questions and requests regarding this Privacy Policy.

Contact Method	Details
Email	privacy@myzinghealth.com
Phone	1-866-946-4458 (TTY: 711)

Mail	Privacy Officer Zing Health of Michigan, Inc. 225 W. Washington Street, Suite 450 Chicago, IL 60606
Website	www.myzinghealth.com/privacy-policy
HIPAA Inquiries	For questions about your Protected Health Information: HIPAA Privacy Officer — same address above www.myzinghealth.com/hipaa-notice