Persivia Patient Portal Terms of Service

I.  Introduction

These Terms of Service (“TOS”) apply to Persivia’s care management platforms and all other Persivia media, including the Persivia Patient Portal and the Persivia Mobile App (the “Persivia Platforms”).  The TOS include Persivia’s Privacy Policy, which is located at  <http://www.persivia.com/resources/terms-of-services> and incorporated by reference into the TOS.  You should expect the TOS to be modified and/or updated from time to time, and such revisions shall apply to your continued use of the Persivia Platforms.

The TOS constitute a binding agreement between you and Persivia Inc. (“Persivia”). You accept the TOS each time you or your invitees access the Persivia Platforms.  If you do not accept the TOS, you must not use the Persivia Platforms.

The Persivia Platforms are intended solely for persons who are at least 13 years old and residents of the United States.  Any access to or use of the Persivia Platforms by anyone under age 13 or not a resident of the United States is expressly prohibited.  By accessing or using the Persivia Platforms, you certify that you are 13 years old or older and resident of the United States, and if you are under 18 years old you represent that you have the legal consent of your parent or guardian to access and use the Persivia Platforms.

Persivia does not provide medical advice and the Persivia Platforms are not a substitute for professional medical treatment.  The content and materials available through the Persivia Platforms are for informational and educational purposes only, and do not constitute professional advice, diagnosis or treatment, or substitute for your own judgment in consultation with your health care providers.  You retain full responsibility for the use of information, including your health records, that you obtain from or through the Persivia Platforms.  Always seek the advice of a qualified health care provider regarding any medical condition.  Persivia does not recommend or endorse any health care provider or any diagnostic or health-related products or services.

II.  License/Permissions

We grant you revocable permission to use the Persivia Platforms subject to the restrictions in the TOS. Through the Persivia Platforms you can utilize tools and other features to organize and manage your medical records and collaborate on your health care, and decide whether to share access to your medical records with others.  You use the Persivia Platforms at your own risk, and Persivia disclaims any and all responsibility or liability that the content that you or others contribute to your health record is accurate, or that your records may be misused or misappropriated by someone you authorize to access them.

The Persivia Platforms include designs, text, graphics, images, video, information, logos, icons, software, audio files, computer code, and other proprietary content of Persivia (collectively, **“Persivia Content”**).  All Persivia Content, and the incorporation of it into the Persivia Platforms, is the property of Persivia or its licensors and are protected under copyright, trademark, and other laws.

We authorize you, subject to the TOS, to access and use the Persivia Platforms solely for your personal (non-commercial) use and no other purpose.  This license is revocable at any time without notice and with or without cause.  Unauthorized use of the Persivia Platforms or Persivia Content shall violate the TOS, and may also violate copyright, trademark, and applicable communications regulations and statutes, and is strictly prohibited.  “Persivia” and the Persivia logo, and other Persivia logos and product and service names, are trademarks of Persivia, and except as solely enabled by any link provided by us, you agree not to display or use them in any manner.

Except as provided within the TOS, you may not copy, modify, translate, publish, broadcast, transmit, distribute, display, or sell any content appearing on or through the Persivia Platforms.  If you send Persivia feedback, creative ideas, suggestions or materials related to the Persivia Platforms or Persivia Content, we shall own all rights thereto, and shall not have any obligations of confidentiality or liability for use thereof for any purpose.

III.  Registration and Access

You must register (create an account) with Persivia in order to access and use the Persivia Platforms.  You agree to provide accurate and complete information during the registration process, and to update such information as necessary to keep it accurate and complete.  Your log-in credentials to your Persivia account will include your email address and a password of your choosing.  This and all other account information is personal to you, and you may not share your account or your account information with any third party.  You retain full responsibility for all activity that occurs under your access credentials (password, etc.), and you will be solely responsible for any losses incurred by Persivia as a result of any unauthorized use of your account.  You agree to notify Persivia immediately of any breach in secrecy of your log-in credentials.

If you wish to provide access to your medical records or allow a third party to collaborate in your health care, you may invite them to do so through the Persivia Platforms using your login credentials.  If you are using the Persivia Platforms as part of a chronic care management or similar service through a health care provider, you acknowledge and agree that such health care provider may (i) share care management related records and other personal health information with, and (ii) solicit Records and other personal health information from, your other health care providers (as previously authorized by you via the HIPAA authorization you must sign with that healthcare provider).  If you request Persivia to send records through a verbal authorization, you agree that our documentation of a verbal authorization is equal to a written authorization.

IV. Communications

Persivia may communicate or provide notices to you (i) by email to the email address you use to log in to your account; (ii) through banner notices, push notifications, in-app messages, or other messages delivered on or through the Persivia Platforms; or (iii) through other means including any telephone number, mobile number, or mailing address you provide.

You agree to keep current any contact information you provide to us.  You may adjust your communications preferences in your Persivia account settings at any time or by unsubscribing from marketing emails using the link provided at the bottom of those emails.

By using the Persivia Platforms or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Persivia Platforms.  If we learn of a security breach, we may attempt to notify you electronically by posting a notice on the Persivia Platforms or sending an email to you.  You may have a legal right to receive this notice in writing.  To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please notify us at [support@persivia.com.](mailto:support@persivia.com)

V.  Use of Records and Content on the Persivia Platforms

We do not claim ownership or any other rights in the health information, files, data, images, video, links, or any other materials that you, or third parties with your authorization, post to or share via the Persivia Platforms (collectively, **“Records”**).  We make no representations with respect to such Records.  By posting or requesting Records through the Persivia Platforms, you certify that you have the right to post or request such Records and/or that you have obtained all required consents to post or access such Records (including the provision of personal information about third parties), and you agree to access and use them only as permitted by applicable law.  In addition, you acknowledge that certain providers of Records may have the right to revoke the use of Records provided to you under certain circumstances (including when the wrong Records have been provided), and you agree to delete any such Records upon request.  Notwithstanding patients’ rights in their Records, providers or other third parties may have rights to those Records under applicable law.

Persivia does not guarantee the availability of the Persivia Platforms, and you are responsible for backing up any Records that you store on the Persivia Platforms.  If your Persivia account is closed by you or terminated by Persivia for any reason, or if Persivia discontinues offering the Persivia Platforms, then Persivia has no obligation to return Records to you, and Persivia may permanently delete any and all of your information from our servers, including account credentials and health related Records.

By making available any Records on or through the Persivia Platforms, you grant to Persivia a worldwide, perpetual, non-exclusive license to use such Records (i) to provide the Persivia Platforms for your use; (ii) for statistical analysis in an aggregated and de-identified manner; and (iii) as necessary to monitor and improve the Persivia Platforms and/or make derivative products thereof (but only using de-identified data).

You control who may access your Records through the Persivia Platforms and, as a result, who might use, reproduce, distribute, display, transmit, and communicate those Records to others.  Therefore, you should only share your Records with those you trust to keep those Records confidential.

You acquire no ownership of other Persivia user’s Records.  If any other Persivia user shares or provides you with access to their Records through the Persivia Platforms, you do not thereby obtain any right, title, or interest in or to such Records.  You shall maintain the confidentiality and integrity of such shared Records and use or disclose such Records only as authorized by their owner (“Use Obligations”).  You shall fully indemnify Persivia for any incurred liabilities or damages arising out of your breach of these Use Obligations.

Persivia does not guarantee the accuracy or reliability of any content or Records posted by you or any other third parties on the Persivia Platforms.  You assume all risks associated with your Records, including anyone’s reliance on their accuracy or reliability.  You are solely responsible for any and all fees or costs you may incur to access the Persivia Platforms through any wireless or other communication service.

You agree to use the Persivia Platforms only for their intended purposes.  You must use the Persivia Platforms in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the Persivia Platforms are prohibited.  Without express written permission from Persivia, you may not (i) attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Persivia Platforms, user accounts, or the technology and equipment supporting the Persivia Platforms; (ii) frame or link to the Persivia Platforms without permission; (iii) use data mining, robots, or other data gathering devices on or through the Persivia Platforms; (iv) post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity; (v) post or disclose personal information about another person without their consent; (vi) harass, threaten, or post objectionable content to another Persivia member; (vii) sell, transfer, or assign any of your rights to use the Persivia Platforms to a third party; (viii) use the Persivia Platforms or Persivia Content for any commercial purpose or in any manner not permitted by the TOS; (ix) use the Persivia Platforms in an illegal way or to commit an illegal act in relation to the Persivia Platforms, or that otherwise results in fines, penalties, and other liability to Persivia or others; (x) access the Persivia Platforms from a jurisdiction where it is illegal or unauthorized to do so; or (xi) encourage or enable any other individual to do any of the above.

VI.  Breach of TOS / Account Termination

Persivia may review and remove any Records at any time for any reason in our sole discretion, including activity that (i) breaches the TOS or applicable laws, rules, or regulations; (ii) is disruptive or offensive; or (iii) violates the rights of or harms or threatens the safety of users of the Persivia Platforms.

**Persivia may**suspend or terminate your account and prevent access to the Persivia Platforms at any time for any reason in our sole discretion, and may refuse to provide the Persivia Platforms to you in the future.

VII.  Limits to Persivia’s Liability

Persivia makes no promises and disclaims all liability of specific results from the use of the Persivia Platforms.  **Persivia** may change, suspend, or discontinue any aspect of the Persivia Platforms at any time, including hours of operation, availability, or any feature, without notice or liability.

Use caution and common sense when using the Persivia Platforms.  **Persivia is**not responsible for any dispute between you and any third party with whom you interact using the Persivia Platforms, and you assume all risk associated therewith.  You agree not to involve Persivia in such disputes, and you hereby release Persivia of and from all claims, demands, and damages in disputes between and among users of the Persivia Platforms.

**Persivia makes**no representations about accuracy, reliability, or timeliness of any (i) contents of the Persivia Platforms or (ii) data from a third-party service provider, nor do we warrant any third-party products or services obtained through the Persivia Platforms.

The Persivia Platforms may include links to third party websites and applications.  You must evaluate whether you want to access or use them, and Persivia is not responsible for and does not endorse any features, content, advertising, products or other materials on other websites or applications.  You assume all risk and we disclaim all liability arising from your use of them.

YOUR USE OF THE PERSIVIA PLATFORMS IS AT YOUR SOLE RISK, AND THE PERSIVIA PLATFORMS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND PERSIVIA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE PERSIVIA PLATFORMS, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.  PERSIVIA MAKES NO WARRANTY THAT THE PERSIVIA PLATFORMS WILL MEET YOUR REQUIREMENTS; THE PERSIVIA PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PERSIVIA PLATFORMS WILL BE ACCURATE OR RELIABLE; THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE PERSIVIA PLATFORMS WILL MEET YOUR EXPECTATIONS; OR ANY ERRORS IN THE PERSIVIA PLATFORMS WILL BE CORRECTED.  ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PERSIVIA PLATFORMS IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

PERSIVIA SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PERSIVIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE PERSIVIA PLATFORMS; THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE PERSIVIA PLATFORMS; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON OR THROUGH THE PERSIVIA PLATFORMS; YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR ANY OTHER MATTER RELATING TO THE PERSIVIA PLATFORMS.  SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY LAW, PERSIVIA’S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PERSIVIA PLATFORMS OR YOUR USE OF PERSIVIA CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED ONE THOUSAND DOLLARS ($1,000.00).

You shall defend, indemnify, and hold harmless Persivia from and against any claims, actions, or demands, including (without limitation) reasonable legal and accounting fees, alleging, arising out of, or related to your use of or reliance on any third-party content; your use of or reliance on any Persivia Content; or your breach of the TOS, including (but not limited to) any breach of your duty to maintain the confidentiality and integrity of shared Records and to use or disclose such shared Records only as authorized by their owner.  We shall provide notice to you promptly of any such claim, suit, or proceeding.

VIII.  General

The TOS constitute the entire agreement between you and Persivia concerning your use of the Persivia Platforms.  Persivia’s failure to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision.  If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.  The section titles and annotations in the TOS are for convenience only and have no legal or contractual effect.  The English-language versions of the TOS and incorporated agreements, such as the Privacy Policy, contain the binding terms of this agreement, and any translations into other languages are for convenience only.  If the English-language version conflicts with any translation, the English-language version controls.

IX. Dispute Resolution

The TOS and the relationship between you and Persivia shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. You agree to first contact Persivia at [support@persivia.com](mailto:support@persivia.com) regarding any claim or controversy arising out of or relating to the TOS or your use of the Persivia Platforms.  You and Persivia agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Persivia Platforms under the rules of the American Arbitration Association.  Any such arbitration, to the extent necessary, shall be conducted in Boston, Massachusetts. You covenant not to sue Persivia in any other forum.  You also acknowledge and understand that, with respect to any dispute with Persivia arising out of or relating to your use of the Persivia Platforms or the TOS, YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

XII.  Contact Information

Persivia Inc.  
4 Mount Royal Ave, 4th floor

Marlboro, MA 01752

USA

**Persivia Privacy Policy**

Introduction

Persivia Inc. (“Persivia”) is a healthcare analytics company that helps care providers better manage the care of their patients through one robust platform, while also helping patients to be an integral part of their care team.

Persivia’s advanced analytics and real-time clinical decision support together address the growing need of managing complex patient populations and providing valuable insights into improving care quality.

The Persivia Patient Portal and Mobile Application each provides a personal health platform that enables you to gather, edit, supplement, store, track, and share health information online.  You can view and add to your own health records and access them at any time, any place, on any device.  You can also share your health information with family, friends, and health care professionals.

Persivia’s Care Management Portal helps hospitals, healthcare providers, employers, and health advocates facilitate better health management for their patients via an enterprise health platform with a suite of care coordination tools.

This Privacy Policy applies to Persivia’s care management platforms and all other Persivia media (the “PersiviaPlatforms”), and it explains Persivia’s information practices.  This Privacy Policy is also incorporated by reference into Persivia’s Terms of Service.  We encourage you to review both documents carefully when using the Persivia Platforms.  If you have any questions about our privacy practices, please refer to the end of this Privacy Policy for information on how to contact us.

Information We Collect

Persivia’s mission is to help you manage your health information, and we do that by collecting certain information (including personal information) about you.  “Personal Information” means information that alone or in combination with other information may be used to readily identify, contact, or locate a specific person.  It can include name, address, email address, phone number, medical records or certain other health data, insurance information, or financial information.  Personal Information does not include information that has been anonymized so that it does not allow a third party to easily identify a specific individual.

We collect information when you:

1.  Create a Persivia account.  In order to use the Persivia Platforms, you must create an account.  To create a Persivia account, you must provide Personal Information such as name, email address, and a password.  This information will help Persivia and others that you collaborate with to identify you.

2.  Build your profile.  As a Persivia user you can add information to your account. You may choose to provide Personal Information such as address, phone number, date of birth, a profile photo, gender, blood type, health conditions, medications, allergies, and body measurements. You may opt to upload important documents to your profile, such as medical, lab, insurance, legal, and other documents.  You may also choose to include Personal Information about others in your profile by providing us with names and contact information for emergency contacts and health care providers.

3.  Add a caregiver.  Caregivers, such as family, friends, or health advocates, can help you manage your health care.  When you add a caregiver, we ask that you provide their name, relationship to you, and an email address. You may choose to let your caregiver access to your account to see some or all of your information as described below.

4.  Seek assistance from Persivia.  If you contact Persivia with questions or requests, we may collect information from you in order to assist you.

We or our third-party service providers use cookies and related tools to provide features and services that enhance your Persivia experience.  For example, these technologies may allow the Persivia Platforms to recognize your device and log you in automatically, remember your preferences, and analyze how you use the Persivia Platforms so we can improve your experience.

A “cookie” is a small text file that may be stored on the hard drive of a computer or device when you access a website.  When you visit the Persivia Platforms, we may assign your device one or more cookies to facilitate access to our site and to personalize your online experience. You may refuse the service of cookies to your device or delete any existing cookies by changing your browser preferences. If you refuse or delete cookies, you may not be able to take advantage of all features and functionality of the Persivia Platforms.

Persivia may automatically collect information from your browser or device when you use the Persivia Platforms.  This information may include an IP address, device identifier and location, your browser type, access times, the content of any undeleted cookies your browser received from us, and other non-personally identifiable information that can help us optimize the Persivia Platforms and services.

How We Use Information We Collect

We may use information (including Personal Information), to:

1.  Communicate with you.  We may send email to the email address you provide us to verify your account and for informational and operational purposes, such as account management, customer service, system maintenance, or to provide information we think may be of interest to you.  We may also communicate with you through the Persivia Platforms or other means enabled by the Persivia Platforms, such as through text messages, push notifications, or in-app messaging.  You may adjust your communications preferences in your Persivia account settings at any time, or by unsubscribing from our marketing emails using the link provided at the bottom of those emails.

2.  Communicate with others at your request. If you choose to use Persivia to share information with others, we may require Personal Information such as names, email addresses, fax numbers, or other contact information.

3.  Customize your Persivia experience.  We use information we collect through the Persivia Platforms to customize your Persivia experience.

4.  Organize and analyze your health information.  When you share information or we receive it from others, our employees and service providers may review that information to categorize and organize it for you.

5.  Provide and improve the Persivia Platforms. We use information (including Personal Information) for internal and service-related purposes and may provide it to third parties as necessary to allow us to facilitate or improve the Persivia Platforms.

We may aggregate or de-identify data collected through the Persivia Platforms and use it for any purpose.

How We May Share Information

Persivia does not share your Personal Information with other people or non-affiliated companies for any purposes, unless we have your permission. We may share aggregate or de‑identified data with third parties for any purpose.  We may share information (including Personal information) as follows:

1.  We may share your Personal Information or other information about you with third parties when we have your permission or at your direction, including when you direct us to send information to a health care provider.

2.  When you add a family member or caregiver.  We may share information about you according to your settings in your Persivia account.  We are not responsible for the privacy practices or actions of any third party with whom you choose to share information.

3.  With our vendors and service providers. We may share any information we receive with vendors and service providers retained by us only for the purpose of supporting or improving the Persivia Platforms.

4.  We may access, preserve, and disclose your Personal Information, other account information, and content if we believe doing so is required or appropriate to: comply with law enforcement requests and legal process, such as a court order or subpoena; defend against legal claims; respond to your requests; protect the rights, property, and safety of you, Persivia, or others; or as otherwise required by law.

5.  If we are involved in a merger, acquisition, financing, reorganization, or other substantial corporate transaction, or in the unlikely event of bankruptcy, any information we possess, including Personal Information, may be shared, or transferred as part of such a transaction as permitted by law and/or contract.

Your Options

Persivia offers you a number of ways to control collection and use of your information when you use the Persivia Platforms. Your options include:

1.  Except as set forth elsewhere in this Privacy Policy, we share Personal Information with third parties only at your request and with your specific authorization.

2.  You can review the information you or others have shared by logging into your Persivia account. You can modify or delete any information that you have provided us at any time.

3.  If you no longer desire to use the Persivia Platform, you may close your account.  After you close your account, you will not be able to sign in to the Persivia Platforms or access any of your information.  However, you can open a new account at any time.  If you close your Persivia account, we have no obligation to retain your information and may delete any or all of your account information without liability.  We may retain and use de-identified information as described below.  Please note that if you have provided or shared information to third parties, retention of that information by them will be subject to those third parties’ policies and practices.

Information Security

We take steps to ensure that information is treated securely and in accordance with this Privacy Policy.  Unfortunately, neither the Internet nor any form of electronic storage can be guaranteed to be 100% secure, and we cannot ensure or warrant the security of any information provided to us. We do not accept liability for any unintentional disclosure.

By using the Persivia Platforms or providing an email address to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Persivia Platforms.

Data Retention

We will retain your information for as long as your account is active or as needed to provide you the Persivia Platforms. We will retain and use your information as necessary to comply with our legal obligations, prevent fraud or abuse, resolve disputes, enforce our agreements, or take other actions permitted by law. Anonymous or aggregated information that does not identify you personally may be retained indefinitely.

Children’s Privacy

We do not knowingly collect, maintain, or use Personal Information from children under 13 years of age, and no part of the Persivia Platforms are designed for or directed to children under the age of 13.  If you learn that your child has provided us with Personal Information without your consent, you may alert us at [support@persivia.com](mailto:support@persivia.com) .  If we learn that we have collected any Personal Information from children under 13, we will promptly take steps to delete such information and terminate any account created by such children.

If you are the parent or guardian of a child under the age of 13, you may choose to manage your child’s health information through your Persivia account.

International Users

Persivia is located in the United States.  By choosing to use the Persivia Platforms or otherwise provide information to us, you agree that any dispute over privacy or the terms contained in this Privacy Policy will be governed by U.S. laws, and that the adjudication of any disputes arising in connection with Persivia or the Persivia Platforms will be in accordance with our Terms of Service.

If you are visiting or using the Persivia Platforms from the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your information to the United States and to processing globally.  By providing your information, you consent to any transfer and processing in accordance with this Privacy Policy.

Updates To This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes to our information practices. If we decide to change this Privacy Policy, we will post the changes on this page so that you are aware of our practices.  If we make a material change in how we collect, use, or disclose Personal Information, we will make reasonable efforts to provide notice through the Persivia Platforms and obtain consent to any such uses as may be required by law.  We encourage you to periodically review this page for the latest information on our privacy practices.

Contact Us

If you have questions or comments about this Privacy Policy, please contact us at [support@persivia.com.](mailto:support@persivia.com)

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