

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JENA HECKER,)	
)	
on behalf of herself and others)	
similarly situated,)	
)	
Plaintiffs,)	
)	Case no.: 1:21-cv-0349
vs.)	
)	Jury Trial Demanded
EASY HEALTHCARE CORPORATION)	
360 Shore Drive, #B)	
Burr Ridge, Illinois 60607)	
(Cook County))	
)	
Defendant.)	

AMENDED COMPLAINT
Class Action Claims under FED.R.CIV.P. 23

COMES NOW, the Plaintiff Jena Hecker, on behalf of herself and all others similarly situated, and brings this action against Defendant Easy Healthcare Corporation for damages and other relief as follows:

NATURE OF ACTION

1. Plaintiff brings this class action under Fed.R.Civ.P. 23 on behalf of herself and all other similarly situated persons who downloaded Defendant’s “Premom” application to their smart phones, tablets, and laptop computers – portable electronic devices (hereafter “PEDs”) – that utilize Google’s Android operating software system from the date of Premom’s inception in 2017 to the present. Without their knowledge or consent, and in direct contradiction of Defendant’s Terms of Service and Privacy Policies, once Premom was downloaded to these PEDs, Defendant shared personal information and location data regarding the Plaintiff and other proposed class members via its Premom application software with at least three known Chinese

third-party data collection entities. By its conduct, Defendant violated the Plaintiff's and proposed class members' rights by (i) breaching Premom's Terms of Service and Privacy Policies; (ii) unjustly enriching itself; (iii) committing fraud; and (iv) violating the Illinois Consumer Fraud & Deceptive Business Practices Act, 815 ILCS § 505/1 *et seq.* (hereafter "ICFA"). Plaintiff and the proposed class were damaged as a direct result of this conduct.

JURISDICTION AND VENUE

2. This Court has original subject matter jurisdiction to hear this Complaint and to adjudicate the claims stated herein under 28 U.S.C. § 1332(a) in that this is a civil action between citizens of different states and the amount in controversy exceeds \$75,000.

3. This Court has personal jurisdiction over the Defendant as an Illinois corporation with its principal place of business located at 360 Shore Drive, #B, Burr Ridge, Cook County, Illinois 60527.

4. This Court has supplemental jurisdiction under 28 U.S.C. § 1367(a) for all state common law claims asserted herein.

5. In addition, regarding all claims asserted herein, the Plaintiff and proposed class members all accepted and agreed to "Terms of Service" agreements for the Premom application requiring all parties to submit to the exclusive jurisdiction and venue of this court in the state of Illinois¹ for any action or legal proceeding against Premom.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1), in as much as the Defendant is a "resident" of the Northern District of Illinois as set forth under 28 U.S.C. § 1391(c)(2) because Defendant operates its principal place of business at 360 Shore Drive, #B,

¹ The Terms of Service Agreement dated May 19, 2017 and updated on September 22, 2020 states all claims "must be resolved in a court [state or federal] located in Chicago, Illinois." The Terms of Service Agreement updated on November 19, 2020 states, "The parties hereto hereby submit to the exclusive jurisdiction and venue of the courts of the State of Illinois."

Burr Ridge, Cook County, Illinois 60527.

PARTIES

7. Defendant Easy Healthcare Corporation (“Easy Healthcare”) (p/k/a Easy at Home Medical, L.L.C.) is an Illinois corporation registered and in good standing to do business in the state of Illinois. Its principal place of business is located at 360 Shore Drive, #B, Burr Ridge, Cook County, Illinois 60527. Its President and registered agent Xiaolian Liu is located at this same address.

8. Plaintiff Jena Hecker is an adult female of sound mind over eighteen years in age who currently resides in Clifton, Virginia. On or about February 2020, the Plaintiff downloaded Defendant’s Premom application on her One-Plus PED that operates the Android operating software system.

9. Plaintiff brings this action on behalf of herself and others similarly situated.

FACTUAL ALLEGATIONS

10. Defendant Easy Healthcare is one of the largest on-line providers of home and workplace healthcare products selling various devices such as thermometers, oximeters, pregnancy tests, drug tests, *etc.* Its website states, “Easy Healthcare is dedicated to providing user-friendly healthcare products. Its notable brands include Easy@Home for home use healthcare and Areta for professional use.”² Defendant also sells under the product names “Premom” and “Sweetie Song.”³

² See www.healthcare-manager.com/pages/about-us

³ See <https://premom.com/collections/all-products/sweetiesong+easy-home-fertility>

11. As part of its business operations, Defendant created and offers an application (“app”) for PEDs called “Premom”⁴ on the internet and various on-line stores (*e.g.*, Google Play, Apple’s App Store) for persons such as the Plaintiff to download free of cost. In particular to the claims made herein, the Plaintiff and proposed class members downloaded this app on PEDs with Google’s Android operating software system.

12. This app acts as an ovulation tracker, period calendar, and fertility tool. Its website states: “Premom is dedicated to helping women get pregnant sooner and naturally. As a unique and innovative ovulation prediction app, Premom is a simple, effective and affordable solution for all trying to conceive women. Premom has constantly worked as [*sic*] game changer in the women’s reproductive health industry.” It claims to be one of the most popular fertility apps among Android and iOS users.⁵

13. Purchasers of Defendant’s healthcare products, like Plaintiff, are encouraged to utilize Defendant’s Premom app. Also, users of Defendant’s Premom app are solicited to purchase Defendant’s healthcare products to assist in their fertility.

14. Since its inception, Premom has been downloaded on over 500,000 PEDs using the Android operating software system worldwide.⁶

15. Sometime during February 2020, Plaintiff Jena Hecker downloaded the Defendant’s Premom app onto her One-Plus PED using the Android operating software system

⁴ Any reference to the Premom application herein includes all versions and updates offered by Defendant at all relevant times herein.

⁵ See www.premom.com/pages/about-us

⁶ *Id.* at fn. 5.

while in Virginia and began using this app. Plaintiff had learned about the Premom app when she was purchasing online healthcare products offered by Defendant.

16. Like all others downloading Defendant's Premom app on their PEDs, once this app was downloaded by Plaintiff, the Plaintiff and Defendant entered into and agreed to a "Terms of Service Agreement" (hereafter "TSA") provided by Defendant (dated May 19, 2017; attached as **Exhibit A**).⁷

17. The TSA is posted on Defendant's website and incorporates by reference Defendant's "Privacy Policy" by providing a link thereto.⁸ Via its Privacy Policy (dated May 2, 2017; attached as **Exhibit B**) posted on Defendant's website,⁹ the Plaintiff and other Premom app users entered into agreement with Defendant for this Policy's terms and conditions.

Defendant makes the following promises to the Plaintiff and other Premom app users regarding the significance and materiality of their personal information:

EASY HEALTHCARE CORPORATION (the "Company") is committed to safeguarding any personal information that may be collected through our site or mobile application and to *ensuring that you are fully informed as to how your personal information will be used.* (Ex. B, preamble, emphasis added)

⁷ The TSA states, "By visiting or using the services [e.g., the PREMOM app] available on the PREMOM website . . . you are agreeing to the following terms without change." (Ex. A, pg. 1) The Defendant's Privacy Policy dated May 2, 2017 (Ex. B, pg. 1), states, "By accepting this Privacy Policy and our End User License Agreement, or by using the PREMOM Application (hereafter "Application"), You expressly consent to our collection, use, and disclosure of Your personal information in the manner described in this Privacy Policy." There are subsequent TSA agreements effective on September 22, 2020 and November 19, 2020 stating the same.

⁸ Note: Any terms of service presented on one's PED when downloading the Premom app refers to the current TSA on Defendant's website. <https://premom.com/pages/terms-of-service>

⁹ <https://premom.com/pages/privacy-policy> Note: The Privacy Policy presented on one's device when downloading the Premom app refers to the current Privacy Policy on Defendant's website.

18. As referenced herein, any TSA or Privacy Policy was drafted solely by the Defendant with no input from Plaintiff or other Premom app users.

19. These agreements emanated from Defendant's Illinois location and were posted on its website and Premom app from there. Any and all complaints by Premom customers regarding this product are directed to Defendant's Illinois location. All of Defendant's fraudulent and contractual actions addressed herein occurred primarily and substantially in the state of Illinois.

20. In this Privacy Policy, the Plaintiff and other app users provide express consent to Defendant to collect, use, and disclose their personal information, but only "in the manner described in this Privacy Policy." (Ex. B)

21. In the Privacy Policy, Defendant sets forth a description of the information that "we" (*i.e.*, Defendant) collect from Plaintiff and other app users. (Ex. B, § 1)

22. Regarding the use of personal information that Defendant collects from Plaintiff and other app users, the Privacy Policy states, "We [*i.e.*, Defendant] use information in the files and databases we maintain about You . . ." (Ex. B, § 2) In other words, Defendant represents that only it will use information obtained from app users and said information will only be stored on Defendant's databases.

23. In the Privacy Policy, Defendant states how "we" (*i.e.*, Defendant) will use the Plaintiff and other app user's personal information. (Ex. B, § 2) Defendant sets forth a series of bullet points describing how Plaintiff and other app user's personal information will be used by Defendant only. (*Id.*) None of these bullet points set forth Defendant sharing any of Plaintiff's or other app users' personal information with any third parties.

24. In the Privacy Policy, the Defendant lists specific exceptions regarding how it may share Plaintiff's and the other Premom app users' information with others. Defendant sets forth specific examples such as required disclosure to government or law enforcement, or how other unlawful interceptions (*e.g.*, hacking) may occur. (*Id.*)

25. In the Privacy Policy, again acknowledging the significance and materiality regarding disclosure of personal information to third parties, the Defendant states, "***We will not use your personal information for any purposes***, other than those outlined in this Privacy Policy and/or in the EULA, ***unless we have your consent.***" (Ex. B, § 4) (emphasis added) Defendant outlined the specific scenarios as follows:

We will not share your ***personal information with any other third parties without your permission, unless:*** (a) we are required to do so by law or when necessary to ***comply with*** a current judicial proceeding, a court order or legal process served on the Company. In all cases, such information will only be disclosed in accordance with applicable laws and regulations, and/or (b) in the event of a ***sale, merger, liquidation, dissolution, reorganization or acquisition*** of the Company so long as the party acquiring the information agrees to be bound by the terms of this Privacy Policy. In addition, and notwithstanding the foregoing, we may provide aggregate statistics about users, information regarding the use of the Application, information for hash encryption purposes and other information to third parties that will ***not include any personally identifiable information.***

(Ex. B, § 4) (emphasis added).

26. In the Privacy Policy, the Defendant further states "you explicitly consent to the following use by us [*i.e.*, Defendant] and disclosure by us of your information:" (Ex. B, § 4). It then sets forth three bullet points:

- OBTAINING AND TRACKING YOUR INVENTORY OF INSTALL APPLICATIONS TO PERMIT OUR APPLICATION TO PROPERLY FUNCTION.
- OBTAINING AND TRACKING YOUR USAGE AND ***NONIDENTIFIABLE INFORMATION*** OF YOU PERTAINING TO

THE APPLICATION FOR THE PURPOSES OF TRACKING ANALYTICS OF THE USAGE OF OUR APPLICATION, INCLUDING SHARING INFORMATION WITH ANALYTIC SOFTWARE EXTENSIONS PROVIDED BY THIRD PARTIES

- OBTAIN **NONIDENTIFIABLE DATA** ABOUT YOU, COMPILE THAT DATA WITH THE **NONIDENTIFIABLE DATA** OF OTHER USERS, AND DISCLOSE THAT INFORMATION TO THIRD PARTIES

(Ex. B, § 4) (emphasis added)

27. In its Privacy Policy effective October 8, 2020 (attached as **Exhibit C**, and still incorporated by reference via the “Terms of Service” agreement) posted on its website¹⁰ (hereafter “Privacy Policy II”), Defendant continues to acknowledge the significance and materiality of Plaintiff’s and other Premom app users’ personal information by promising:

EASY HEALTHCARE CORPORATION (“Easy Healthcare”, “we”, “us”, “our”) **is committed to safeguarding the personal data** that is collected from you through our website (“Site”) and the Premom mobile application (“Premom”) (the Site and Premom together are called the “Services”).

Your privacy and the security of your personal data are very important to us and we are **dedicated to protecting the privacy** of those who use our Services.

Except as disclosed in this Privacy Policy, **we will not sell, share**, license, trade, or rent **your personal data to others**.

(Ex. C, pg. 1) (emphasis added)

28. In the Privacy Policy II, the Defendant defines “personal data” as follows:

“Personal Data” means **any information** relating to an identified **or identifiable** natural person. Basically, information is Personal Data if it’s possible to identify an individual directly from the information, or **if an individual can be identified by combining that information with other information**.

(Ex. C, pg. 1) (emphasis added)

¹⁰ <https://premom.com/pages/privacy-policy>

29. In the Privacy Policy II, the Defendant states how “we” (*i.e.*, Defendant) will use the Plaintiff and other Premom app users’ Personal Data. (Ex. C, pgs. 3-4) None of these specific uses state Defendant will provide Personal Data to any third-party. Indeed, Defendant promises, “***We will not share or sell your Personal Data*** to advertising platforms, data brokers, or information resellers.” (Ex. C, pg. 4) (emphasis added)

30. When it comes to sharing Plaintiff and other Premom app users’ Personal Data, the Privacy Policy II states that Defendant will only “share Personal Data when ***we have your consent.***” (Ex. C, pg. 4) Defendant sets forth other exceptions to sharing Personal Data such as employing other companies to perform tasks on Defendant’s behalf, requests from law enforcement or government agencies, subpoenas, other legal processes, and business transactions such as mergers and acquisitions. (Ex. C, pgs. 4-5) It further states, “We may provide aggregate and ***anonymous information*** derived from your Personal Data to third parties as long as that information ***does not include any of your Personal Data.***” (Ex. C, pg. 5)

31. Reiterating the significance and materiality regarding the Plaintiff and other Premom app users’ Personal Data, and further describing what constitutes Private Data, the Privacy Policy II states, “We believe that the ***biggest threat to security and privacy*** is that someone gets ***your device and account information.***” (Ex. C, pg. 12) (emphasis added)

32. Plaintiff and other Premom app users had every reason to rely upon the representations made by Defendant in its Privacy Policies regarding the significance and materiality of the protection of their personal information and location data.

33. On or soon after August 20, 2020, Plaintiff learned that Defendant had been sharing her and other Premom App users’ personal information and location data from their

Android operating software system PEDs with three Chinese entities. This data sharing began as of the Premom app's availability for download in 2017.¹¹

34. This was being done in secrecy without Plaintiff or other Premom app users' knowledge and consent and in violation of Defendant's Privacy Policies.

35. These three third-party Chinese entities are:

Jiguang (a/k/a Aurora Mobile, Ltd.)¹² – located in Shenzhen, Guangdong, China. It claims to provide its clients with user activity analysis, precision marketing, financial risk control and location-based analysis. It is traded on NASDAQ under “JG”.¹³ If allowed access to an Android user's app, its third-party push notification services (*i.e.*, JPush software development kit (“SDK”)) can collect users' GPS locations, immutable persistent device identifiers (*see* Router MAC (a/k/a BSSID) and IMEI, ¶ 40, *infra*) and identification of apps the users have installed. Jiguang's transmission results “in consumers' personal data being trivially vulnerable to eavesdroppers.”¹⁴

Umeng, located in Beijing, China, claims to be the leading provider of mobile app analytics in China. Umeng was originally founded in April 2010 and was acquired by Alibaba in 2013. Umeng claims that its state-of-the-art mobile app analytics and data-powered cross-promotion/advertising platform helps mobile apps increase the size and value of audiences. Umeng offers enterprise-class analytics and other solutions to hundred thousands of mobile app companies in over 65,000 apps across iOS, Android, and other platforms.¹⁵ It is traded on the New York Stock Exchange as BABA.

UMSNS, a China based data collection firm. The website UMSNS.com is operated by Alibaba Cloud Computing and is not accessible outside China.

¹¹ From her investigation, Plaintiff believes the Premom App became available in Spring 2017.

¹² Defendant alleges to have stopped allowing Jiguang access to Premom app user data in August 2020. *See “A popular fertility app shared data without user consent, researchers say,”* The Washington Post, Tonya Riley, Aug. 20, 2020. This denial of access would only apply to app users who have downloaded Premom's most recent version. Interestingly, Defendant failed to address inquiries regarding the other two Chinese entities. *Id.*

¹³ <https://www.crunchbase.com/organization/jiguang>

¹⁴ *JPush Away Your Privacy: A Case Study of Jiguang's Android SDK*; J. Reardon, N. Good, R. Ritcher, N. Vallina-Rodriguez, S. Egelman, Q. Palfrey; Aug. 2020; International Computer Science Institute.

¹⁵ <https://www.linkedin.com/company/umeng/about/>

36. These three Chinese entities were formed and are located in China. These entities store all the Premom app users' data set forth herein on servers located in China. Under Chinese law, all of this data is accessible by the People's Republic of China, and in turn the Communist Party of China.¹⁶

37. Defendant deceived the Plaintiff and other Premom app users because, unknowing to them, it directly worked with these three Chinese entities prior to launching the Premom app. Prior to its launch, Defendant coded into the Premom app software the ability for these Chinese entities to access and take Plaintiff's and Premom app users' personal information and location data. Defendant did this in exchange for receiving remuneration from these three Chinese entities. While having done this, Defendant misrepresented to Plaintiff and other Premom app users that it would not do so, and in fact, concealed this from them. Such conduct by Defendant is an unfair, immoral, and unscrupulous business practice.

38. These three Chinese entities are "third parties" and/or "advertising platforms, data brokers, or information resellers" referenced in Defendant's Privacy Policies.

39. The Plaintiff and other Premom app users have not provided any consent to Defendant to share any personal information or location data with these Chinese entities, and Defendant never informed Plaintiff and other Premom app users that their personal information would be provided to these Chinese entities.

¹⁶ <https://www.cnbc.com/2019/09/23/china-to-place-government-officials-in-100-companies-including-alibaba.html> Referencing China's National Intelligence Law from 2017 requires organizations and citizens to "support, assist and cooperate with the state intelligence work."

40. The Plaintiff’s and Premom app users’ personal information and location data that Defendant shared with these three Chinese entities include geolocation data, device activity data, user and advertiser IDs, and non-resettable device hardware identifiers. These are also known as “persistent identifiers;” meaning identifiers that tend not to change over time. Combining persistent identifiers with information about where it was observed allows a data collector to reconstruct an individual’s activities. Some of the persistent identifiers Defendant shared were:¹⁷

a. **Wi-Fi MAC** (media access control) address:

A MAC address is a unique identifier assigned to a network interface controller (NIC). Using this address; phones, computers, printers, routers, and essentially every device connected to a router can be identified, so that communications can be correctly routed to it. Any PED that has Wi-Fi capabilities has a MAC address associated with that device’s network interface, which can also be used to uniquely identify it. Collection of this identifier by apps can be used to track each individual users’ activities across various apps and services. It cannot be changed without modifying the device’s hardware. MAC addresses are rarely collected by app companies, because doing so violates platform policies. As an example, about 1% of Android apps collect MAC addresses.¹⁸ “[A]pp makers and third-party analytics firms [use MAC addresses] to build profiles of consumer behavior that persist through any privacy measure short of the owner getting a new phone.” *Id.*

¹⁷ The complete list of all types of personal information and location data collected would be:

Jiguang:

- Geolocation (GPS)
- Router MAC
- AAID

UMSNS:

- Android ID
- HWID
- IMEI
- Wi-Fi MAC

Umeng:

- AAID
- Android ID
- HWID
- IMEI
- Wi-Fi MAC
- Bluetooth Name
- Bluetooth MAC
- Geolocation
- Router SSID
- Router MAC

¹⁸ <https://www.wsj.com/articles/tiktok-tracked-user-data-using-tactic-banned-by-google-11597176738>

b. **Router MAC** (a/k/a BSSID) address:

The MAC address of the Wi-Fi router to which a Wi-Fi-enabled device is connected is known as the BSSID, and like other MAC addresses (described above), is not resettable without modifying hardware. Because Wi-Fi routers tend to be in fixed geographical locations, the collection of BSSIDs, which uniquely identify them, is often used to infer a device's physical location. Several databases exist for the sole purpose of mapping BSSIDs to GPS coordinates.¹⁹ Similarly, when apps collect both BSSIDs and GPS coordinates, it is often because they are building their own such databases.

c. **IMEI** (International Mobile Equipment Identity):

This is a hardware identifier tied to a device, particularly to cellphones. It cannot be changed without changing the device.

d. **AAID** (Android Advertising ID):

This is an identification code that allows advertisers and data brokers to build a personalized profile for ad suggestions and other purposes, allowing companies to track users' interests and tendencies across different apps and web activities. The identifier enables advertising networks to trace the habits and hobbies of device users.²⁰ This can theoretically be changed but is typically outside a lay person's ability. Also, even if this identifier is changed, if a recipient collects it alongside other non-resettable identifiers (e.g., MAC addresses, IMEI), the data collector can connect the old AAID to the new one (a/k/a "ID Bridging"). In other words, even if you "keep resetting your advertising ID, the ad network will use other, more persistent identifiers to attach the fresh advertising ID to your existing profile."²¹

e. **Hardware ID** (Serial Number):

This is a hardware-based serial number that uniquely identifies the device and cannot be changed or reset.

¹⁹ https://en.wikipedia.org/wiki/Wi-Fi_positioning_system#Public_Wi-Fi_location_databases

²⁰ <https://usa.kaspersky.com/blog/android-device-identifiers/20040/>

²¹ <https://usa.kaspersky.com/blog/android-device-identifiers/20040/>

f. **Router SSID** (Service Set ID) :

This is the technical term for a Wi-Fi network name, which may be used to infer a user's location or reveal other information. Most users' SSID names are personalized.²² Router SSIDs can be used to infer accurate geolocation of the router being used by the device, in much the same way as one can do with a BSSID. The key difference is that BSSIDs are guaranteed to be uniquely-identifying, whereas an SSID may not be (though many are).

41. The personal information and location data set forth in ¶ 40 is shared by Defendant with the three Chinese entities when the Plaintiff and other Premom app users unlock/use their PED.²³ This occurs whether the person is using the Premom app or not.

42. The types of data set forth in ¶ 40 are unique personal identifiers for the Plaintiff and each Premom app user. The importance and significance of this private data is not only material under Defendant's Privacy Policies, but also reflected in Google Play's Developer Policy. It prohibits connecting AAID to "personally-identifiable information or associated with any persistent device identifier [for example, SSID, MAC address, IMEI] without explicit consent."²⁴ As a further example, the Federal Trade Commission found that MAC addresses alone are considered personally identifiable information under the Children's Online Privacy Protection Act.²⁵

²² Suranga Seneviratne, Fangzhou Jiang, Mathieu Cunche, Aruna Seneviratne. *SSIDs in the Wild: Extracting Semantic Information from WiFi SSIDs*. The 40th IEEE Conference on Local Computer Networks (LCN), Oct 2015, Clearwater Beach, Florida, United States.

²³ "Americans now check their phones 96 times a day – that's once every 10 minutes, according to new research by global tech care company Asurion." <https://www.prnewswire.com/news-releases/americans-check-their-phones-96-times-a-day>

²⁴ https://support.google.com/googleplay/android-developer/answer/10286120?hl=en&visit_id=637439180084707377-112706663&rd=1

²⁵ *Id.* at fn. 14. "It's a way of enabling long-term tracking of users without any ability to opt-out," said Joel Reardon, an assistant professor at the University of Calgary and co-founder of AppCensus, Inc. "I don't see another reason to collect it." *Id.*

43. Also, if any of these three Chinese entities have their data “hacked” by parties with nefarious intentions, it is possible that neither Defendant nor the Chinese entities are under any obligation from state or federal laws to report said data violations to any Premom users. Therefore, Premom users are completely vulnerable to illegal data breaches of personal information and location data with no notice thereof or the ability to address the same.

44. Defendant admits that its sharing of this data with these three third-party Chinese entities damages Premom users’ security and privacy. “We believe that the ***biggest threat to security and privacy*** is that someone gets your ***device and account information.***” (Ex. C, pg. 12) (emphasis added)

45. Due to Defendant’s conduct set forth herein, the three third-party Chinese entities, and in turn the Chinese government:

- a. know the exact geolocation of the Premom app user (and ability to track said user’s movements) by possessing unique identifiers from: their PEDs, personal and/or workplace wi-fi routers, all wi-fi routers utilized by the users, and precise GPS readings from devices;
- b. know all other apps that Premom users have on their PEDs which reveals a great deal of highly personal and private information (*e.g.*, personal interests, hobbies, health, politics, religion, dating, banking, sexual orientation, *etc.*);
- c. know and track Premom users’ consumer activity, and in turn, the ability to construct a personal advertisement profile;
- d. have the ability to determine the phone number for each Premom user; and
- e. conduct “ID Bridging” capabilities with this combined data providing them an accurate permanent profile of the user, their activities, preferences, and personal details, even if the user tries to protect their privacy by changing the system-wide privacy settings.

46. By Defendant sharing Plaintiff's and other Premom users' personal information and location data set forth in ¶ 40, *supra*, and the pervasive intrusion available from this data as set forth in ¶ 45, *supra*, Defendant violated the material terms and conditions of its Privacy Policies directly harming the Plaintiff and other Premom app users by disclosing the personal information and location data it explicitly promised it would not.

47. The only manner in which Plaintiff and other Premom app users can remedy themselves from the damage caused by Defendant providing these three Chinese entities with their personal information and location data is to physically replace their PEDs and routers (*e.g.*, to eliminate the ability to track location provided via MAC, IMEI and other hardware identifiers) and to engage a technical professional to change personal advertising identifiers (*i.e.*, AAID, Android IDs).

48. In November 2020, the Plaintiff replaced her One Plus PED with a new device at the cost of \$499.00. Plaintiff estimates that replacing all other routers in her home with MAC addresses will be \$1,200.00.

APPLICABLE LAW

49. When Plaintiff and other Premom app users download Defendant's Premom app, the Terms of Service and Privacy Policy agreements apply to said users.

50. Under Premom's Terms of Service agreement (dated May 19, 2017, Ex. A), all claims related to the agreement are to be governed by the laws of the State of Illinois. In particular, it states, "This Agreement is governed in all respects by the laws of the State of Illinois, without giving effect to any principle that may provide for the application of the law of

another jurisdiction.” (*Id.* at pg. 7) The same applies to all subsequent Terms of Service Agreements.²⁶

CLASS ALLEGATIONS

51. Plaintiff and the proposed class hereby incorporate by reference paragraphs 1 through 50 set forth above.

52. Plaintiff brings this class action under Rule 23 of the Federal Rules of Civil Procedure on behalf of herself and the following class:

All persons located in the United States who have downloaded Defendant’s Premom application on PEDs with the Android operating software system (hereafter “Proposed Class”).²⁷

53. Class action treatment of Plaintiff’s claims are appropriate because, as alleged in paragraphs 54-60, *infra*, all of Federal Rule of Civil Procedure Rule 23’s class action requisites are satisfied.

54. Class certification is appropriate under Federal Rule of Civil Procedure 23(a)(1). Plaintiff estimates that the proposed class includes at least 50,000 persons and, as such, is so numerous that joinder of all class members is impracticable.²⁸

²⁶ Under Premom’s Terms of Service agreement (updated September 20, 2020), all claims related to the agreement are to be governed by the laws of the State of Illinois. In particular, it states, “This Agreement is made subject to, and shall be construed in accordance with, the laws of the state of Illinois (without regard to its conflict of laws provisions).” Under the Defendant’s Premom Terms of Service agreement (updated November 19, 2020), all claims related to the agreement are to be governed by the laws of the State of Illinois. In particular, it states, “These Terms will be construed and governed in accordance with the laws of the State of Illinois, without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction.”

²⁷ There is no time limitation on the class definition as Plaintiff believes Defendant’s Premom app became available in Spring 2017. In turn, all persons who downloaded this app would fall within the applicable statute of limitations for the legal claims asserted in all Counts herein.

²⁸ This applies the conservative estimate that only 10% of the 500,000 plus persons who have downloaded Premom on Android PEDs worldwide are located in the U.S.

55. Class certification is appropriate under Federal Rule of Civil Procedure 23(a)(2). Questions of law and fact are common to the class. The Plaintiff and the Proposed Class have been subjected to Defendant's common acts and practices described in paragraphs 16-50, *supra*, and the success of their claims depends on the resolution of common questions of law and fact. Common questions of law include, *inter alia*:

- Did the Plaintiff and Proposed Class enter into a contractual agreement with Defendant via its Terms of Service and Privacy Policy agreements under Illinois law (*i.e.*, offer, acceptance, consideration)?
- If so, under Illinois law, was the data shared by Defendant with the third parties set forth herein a breach of its Privacy Policies or a permitted exception under those Policies?
- Did Plaintiff and the Proposed Class suffer damages as a result of this breach under Illinois law?
- Have the Plaintiff and Proposed Class met all the necessary elements to assert a claim of unjust enrichment under Illinois law?
- Have the Plaintiff and Proposed Class met all the necessary elements to assert a claim of fraud under Illinois law?
- Did the Defendant engage in "trade and commerce" under the ICFA by offering the Premom app to Plaintiff and the Proposed Class on app stores under its Terms of Service and Privacy Policies?
- Was the Defendant "advertising" under the ICFA when it published on its website, and on the Premom app, its Terms of Service and Privacy Policies?
- Is Defendant offering "merchandise" via its Premom app as defined in the ICFA?

Common questions of fact include, *inter alia*:

- Were the Defendant's Terms of Service and Privacy Policy applicable to the Plaintiff and the Proposed Class regarding Defendant's Premom app?
- Did the Defendant provide access to the Plaintiff's and Proposed Class's personal information and location data described herein to third-party Chinese companies?
- What data was provided to these third-party Chinese companies?
- Did the Defendant obtain consent from Plaintiff and the Proposed Class to provide personal information and location data described herein to third-party Chinese companies?
- Did the Defendant fail to fully inform Plaintiff and the Proposed Class that it provided personal information and location data described herein to third-party Chinese companies?
- Did the Defendant receive any remuneration for providing this information to the third-party Chinese companies?
- Does the data provided create the ability for these third parties to track Premom app users' location, residential addresses, apps being used on their PEDs, consumer activity, IDs related to physical phones and routers used, and other information allowing "ID Bridging?"

56. Class certification is appropriate under Federal Rule of Civil Procedure 23(a)(3).

Plaintiff is a member of the Proposed Class and her claims are typical of the claims of other Class members. For example, Plaintiff and the Proposed Class share an identical legal interest in obtaining a judicial finding that Defendant breached the Terms of Service and Privacy Policy agreements, violated the ICFA, committed fraud, and was unjustly enriched based on Defendant's representations and subsequent provision of highly personal data to third parties. In

turn, Plaintiff and the Proposed Class share the same financial interest in needing compensation necessary to remedy damages caused by taking their personal information and location data and share the same financial interest to recoup the remuneration paid to Defendant by these third parties. Plaintiff has no interests that are antagonistic to or in conflict with the Proposed Class's interest in obtaining such a judicial finding.

57. Class certification is appropriate under Federal Rule of Civil Procedure 23(a)(4). Plaintiff will fairly and adequately represent the interests of the Proposed Class and has retained competent and experienced counsel who will effectively represent the interests of the Proposed Class.

58. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(1) because the prosecution of separate actions by Plaintiff and Proposed Class members would create a risk of inconsistent or varying adjudications which would establish incompatible standards of conduct for Defendant and/or because adjudications with respect to individual class members would, as a practical matter, be dispositive of the interests of non-party Class members.

59. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(2) because the Defendant has acted on grounds that apply generally to the Proposed Class, so that final injunctive relief or corresponding declaratory relief sought under the ICFA is appropriate respecting the Proposed Class as a whole.

60. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3) because common questions of law and fact, as referenced in paragraph 55, *supra*, predominate over any questions affecting only individual Proposed Class members. In the absence of class litigation, such common questions of law and fact would need to be resolved in multiple

proceedings, making class litigation superior to other available methods for the fair and efficient adjudication of this litigation.

COUNT I
Breach of Contract

61. Plaintiff and the Proposed Class hereby incorporate by reference paragraphs 1 through 60 set forth above.

62. On Defendant's Premom website, Defendant offered the terms of utilizing its app as set forth in the TSA (dated May 19, 2017, Ex. A)²⁹ to the Plaintiff and Proposed Class. This TSA incorporated by reference the terms and conditions of Defendant's Privacy Policy (dated on May 2, 2017, Ex. B). By their terms, when downloading Defendant's Premom app on their PEDs, Plaintiff and the Proposed Class accepted the terms of Defendant's TSA and Privacy Policy. Therefore, the Plaintiff and Proposed Class and Defendant entered into a contractual agreement encompassing these terms and were bound by such terms.

63. In consideration for Plaintiff's and Proposed Class's ability to use Defendant's Premom app free of charge, Defendant gained the ability to access and use the files and databases it maintained on Plaintiff and the Proposed Class and information it obtained from Plaintiff's and Proposed Class's current and past activities on the app. However, Defendant promised and agreed that Plaintiff's and Proposed Class's personal information and location data would never be shared with any third party without notice and/or their express consent.

64. As set forth in ¶¶ 22-26, 29-30, *supra*, Defendant agreed to use Plaintiff's and Proposed Class's personal information and data for very limited and specific purposes unique to itself only, and furthermore, as set forth in ¶¶ 25-27, 29-30, *supra*, agreed to not disclose any of

²⁹ There are subsequent Terms of Service agreements. *See* fn. 7.

this personal information to third parties. The Plaintiff's and Proposed Class's agreement with Defendant reflected in Defendant's Privacy Policies acknowledges the material significance of Defendant not sharing Plaintiff's and Proposed Class's personal information and location data with third parties.

65. After the Plaintiff's and Proposed Class's downloading of Defendant's Premom app, the Defendant breached and failed to perform under the terms of the Privacy Policies when it provided their personal information and location data to the three third-party Chinese entities as set forth in ¶¶ 35, 40, *supra*.

66. After the Plaintiff's and Proposed Class's downloading of Defendant's Premom app, the Defendant breached and failed to perform on the terms of the Privacy Policy when it failed to fully inform, or obtain the necessary consent from, the Plaintiff and Proposed Class regarding it providing their personal information and location data to the three third-party Chinese entities as set forth in ¶¶ 17, 20, 25, 29-30, *supra*.

67. The Defendant's disclosure of this information to these third parties did not meet any of the exceptions to third-party disclosures set forth in ¶¶ 23-26, 29-30, *supra*.

68. As a result of the Defendant's breach and the Defendant's disclosure of the information to the third-parties described herein, the Plaintiff and the Proposed Class are damaged as followed: (a) the cost of replacing their PEDs onto which the Premom app was downloaded, (b) the cost of replacing their router device(s), and (c) the costs of retaining a technician with sufficient skills to modify their unique advertiser IDs.

COUNT II
Unjust Enrichment

69. Plaintiff and the Proposed Class hereby incorporate by reference paragraphs 1 through 60 set forth above.

70. On Defendant's Premom website, Defendant offered the terms of utilizing its app as set forth in the TSA (dated May 19, 2017, Ex. A)³⁰ to the Plaintiff and Proposed Class. This TSA incorporated by reference the terms and conditions of Defendant's Privacy Policy (dated on May 2, 2017, Ex. B).

71. As set forth in ¶¶ 22-26, 29-30, *supra*, Defendant agreed to use Plaintiff's and Proposed Class's personal information and location data for very limited and specific purposes unique to itself only, and furthermore, as set forth in ¶¶ 25-27, 29-30, *supra*, agreed to not disclose any of this personal information to third parties. The Plaintiff's and Proposed Class's agreement with Defendant reflected in Defendant's Privacy Policies acknowledges the material significance of Defendant not sharing Plaintiff's and Proposed Class's personal information and location data with third parties.

72. In exchange for remuneration paid by the three Chinese entities, ¶ 37, *supra*, Defendant programed code into its Premom app so Plaintiff's and Proposed Class's personal information and location data could be taken by these entities. The Defendant's disclosure of this information to these third parties did not meet any of the exceptions to third-party disclosures set forth in ¶¶ 23-26, 29-30, *supra*, and was done so without notice or consent of Plaintiff and Proposed Class.

73. The Defendant received this remuneration benefit to the detriment of the Plaintiff and Proposed Class as set forth in ¶¶ 42, 45, 47-48, *supra*.

³⁰ There are subsequent Terms of Service agreements effective on September 22, 2020 and November 19, 2020.

74. The Defendant's gain and retention of the remuneration provided by the three Chinese entities would be unjust and should be returned in full value to the Plaintiff and Proposed Class.

COUNT III
Fraud

75. Plaintiff and the Proposed Class hereby incorporate by reference paragraphs 1 through 60 set forth above.

76. Defendant made material factual representations to the Plaintiff and Proposed Class in its Terms of Service and Privacy Policies as set forth in ¶¶ 22-26, 29-30, *supra*, that it would utilize personal information and data for very limited and specific purposes unique to itself, and furthermore, as set forth in ¶¶ 17, 20, 25, 29-30, *supra*, agreed to not disclose any of this personal information to third parties without providing notice and obtaining consent.

77. The Defendant also materially represented to Plaintiff and the Proposed Class the fact that disclosure of this information to third parties would only occur under limited exceptions set forth in ¶¶ 22-26, 29-30, *supra*.

78. The Plaintiff's and Proposed Class's agreement with Defendant reflected in Defendant's Privacy Policies acknowledges the material significance of Defendant not sharing Plaintiff's and Proposed Class's personal information and location data with third parties.

79. Defendant knew or believed that the representations set forth in ¶¶ 76-77, *supra*, were untrue because Defendant intentionally programmed code into its Premom app software allowing Plaintiff's and Proposed Class's personal information and data to be taken by the three third-party Chinese entities.

80. Plaintiff and the Proposed Class had a right to rely on the Defendant's representations regarding the protection of their personal information and location data, and, in fact, did so.

81. Defendant made the material factual representations set forth in this Count for the purpose of inducing the Plaintiff and Proposed Class to feel secure in the terms and conditions of secrecy and privacy regarding their personal information and location data when downloading Defendant's Premom app to their PEDs.

82. As a result of the Defendant's conduct, the Plaintiff and the Proposed Class are damaged as follows: (a) the cost of replacing their PEDs onto which the Premom app was downloaded, (b) the cost of replacing their router device(s), and (c) the costs of retaining a technician with sufficient skills to modify their unique advertiser IDs.

83. Due to Defendant's willful or outrageous conduct due to evil motive, or a reckless indifference to the rights of the Plaintiff and Proposed Class, Plaintiff and the Proposed Class are entitled to and will seek punitive damages.

COUNT IV

Violation of Illinois Consumer Fraud & Deceptive Business Practices Act

84. Plaintiff and the Proposed Class hereby incorporate by reference paragraphs 1 through 60 set forth above.

85. The Illinois Consumer Fraud & Deceptive Business Practices Act, 815 ILCS § 505/1, *et seq.* (hereafter "ICFA") states:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce are

hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.³¹

815 ILCS § 505/2.

86. “The terms ‘trade’ and ‘commerce’ mean the advertising, offering for sale, sale, or distribution of any services and any property, tangible or intangible, real, personal or mixed, and any other article, commodity, or thing of value wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this State.” 815 ILCS § 505/1(f).

87. “The term ‘advertisement’ includes the attempt by publication, dissemination, solicitation or circulation to induce directly or indirectly any person to enter into any obligation or acquire any title or interest in any merchandise and includes every work device to disguise any form of business solicitation by using . . . language to mislead any person in relation to any sought after commercial transaction.” 815 ILCS § 505/1(a).

88. “The term ‘merchandise’ includes any objects, wares, goods, commodities, intangibles, real estate situated outside the State of Illinois, or services.” 815 ILCS § 505/1(b).

89. Defendant conducted “trade” and/or “commerce” when it began “advertising” its Premom app on or around 2017 on the worldwide web and various public app locations (*e.g.*, Google Play, App Store) by “publishing, disseminating, soliciting” and/or “circulating to induce directly or indirectly” “persons” such as Plaintiff and the Proposed Class to “acquire” an “interest” in said “merchandise” in the form of an “intangible” title or interest in acquiring, downloading, and utilizing Defendant’s Premom app.

90. As set forth in ¶¶ 22-26, 29-30, *supra*, Defendant represented and advertised to Plaintiff and the Proposed Class that their personal information and location data obtained from

³¹ Any text underlining in these paragraphs is not in the original but is being done in order to follow the relevant definition of terms in the ICFA.

its Premom app would be for very limited and specific purposes unique to itself only, and furthermore, as set forth in ¶¶ 25-27, 29-30, *supra*, agreed to not disclose any of this personal information to third parties.

91. Through its actions, Defendant deceived the Plaintiff and the Proposed Class. Defendant misrepresented to, and concealed from, Plaintiff and other Premom app users that it would not do so.

92. Defendant violated the ICFA, 815 ILCS § 505/2, as it deceived, defrauded, created false pretense, made a false promise, and misrepresented to the Plaintiff and the Proposed Class when it shared their personal information and location data with the three third-party Chinese entities as set forth in ¶¶ 35, 40, *supra*.

93. Defendant violated the ICFA, 815 ILCS § 505/2, because it concealed, suppressed or omitted the material fact of its disclosure of the Plaintiff's and Proposed Class's personal information and location data to third-party Chinese entities - all with intent that Plaintiff and the Proposed Class rely upon the same.

94. Given the Defendant's knowing and conscious conduct of programming into its Premom app software the ability of these three Chinese entities to access such personal information and location data, Defendant performed an unfair, immoral, and unscrupulous business practice, and Defendant intended to harm and damage the Plaintiff and the Proposed Class with said practices.

95. The Plaintiff and Proposed class have suffered actual damages as a result of Defendant's violation of the ICFA in the form of economic damages, and as such, have the right to bring this action and seek relief. 815 ILCS § 505/10.a(a).

96. As a result of the Defendant's conduct, the Plaintiff and the Proposed Class are damaged as follows: (a) the cost of replacing their PEDs onto which the Premom app was downloaded, (b) the cost of replacing their router device(s), and (c) the costs of retaining a technician with sufficient skills to modify their unique advertiser IDs.

97. The Defendant's conduct described herein was willful or outrageous due to evil motive, or a reckless indifference to the rights of Plaintiff and the Proposed Class under ICFA. Therefore, the Plaintiff and Proposed Class are entitled to and seek punitive damages.

98. Pursuant to ICFA § 505/10.a.(c), the Plaintiff and Proposed Class also seek injunctive relief from the Court via an order requiring Defendant to stop sharing any Premom app user's personal information or location data (*see* ¶ 40) with any third-party entity unless it complies with Defendant's existing Terms of Service and Privacy Policy by providing notice and obtaining express consent.

99. Pursuant to the ICFA, the Plaintiff and Proposed Class also seek payment of their reasonable attorney's fees and costs to enforce these claims. 815 ILCS § 505/10.a(c).

PRAYER FOR RELIEF

Plaintiff, on behalf of herself and others similarly situated, pray for relief as follows:

- a) Designation of this action as a class action under Fed.R.Civ.P. 23 and appointing Jena Hecker as class representative and Brendan J. Donelon and Daniel W. Craig of Donelon, P.C. as class counsel;
- b) Judgment against Defendant finding it breached its contract with Plaintiff and the Proposed Class and awarding the damages sought herein;
- c) Judgment against Defendant finding it was unjustly enriched in its actions with Plaintiff and the Proposed Class and awarding the damages sought herein;
- d) Judgment against Defendant finding it committed fraud to the Plaintiff and the Proposed Class and awarding the damages sought herein;

- e) Judgment against Defendant finding it violated the Illinois Consumer Fraud & Deceptive Business Practices Act with regards to Plaintiff and the Proposed Class and awarding the damages sought herein including an order requiring Defendant to stop sharing any Premom app user's personal information or geolocation data (see ¶ 40) with any third-party entity unless Defendant received prior express consent from said users;
- f) all costs and attorneys' fees incurred prosecuting these claims;
- g) A finding that Defendant's actions were willful or outrageous due to evil motive, or a reckless indifference to the rights of the Plaintiff and Proposed Class, and enter an award of punitive damages; and
- h) All further relief as the Court deems just and equitable.

Respectfully submitted,



/s/ Brendan J. Donelon

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Plaintiff's Local Counsel for Service under
LR 83.15



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Terms of Service

PREMOM WEBSITE TERMS OF SERVICE

This User Agreement describes the terms on which Easy Healthcare Corporation (“PREMOM”, “we”, “us”) offers you (“you” or “your”), the user, access to our site (including all content and functionality available through The PREMOM Website), and services provided by us. By visiting or using the services available on The PREMOM Website (the “Site” or “The PREMOM Website”) you are agreeing to the following terms without change (collectively, the “Agreement”). If you do not agree to any of the terms in this Agreement and the related policies referenced in this Agreement, please do not use this Site.

1. Eligibility

Only parties that can lawfully enter into and form legal contracts may use the Site and our services. If you use our services, you expressly represent to us that you are at least over the age of eighteen (18) and may lawfully enter into and form binding contracts, conditions, obligations, affirmations, representations and warranties. Before you utilize the Site, you

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2. Use Of The Site

You agree that you will use the Site and our services only for lawful purposes and in a lawful manner. While using the Site and our services, you agree that you will not:

- provide a false name or use an invalid or unauthorized email or physical address;
- provide another user's information without permission;
- use the Site if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using the Site;
- use an invalid or unauthorized payment method;
- impersonate another user;
- violate any laws, third party rights, or our rights;
- post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off The PREMOM Website or using it for purposes unrelated to The PREMOM Website);
- distribute or post spam, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm us, or the interests or property of our users;
- copy, modify, or distribute content from the Site and/or our copyrights and trademarks; or
- harvest or otherwise collect information about users, including email addresses, without their consent.

You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (a) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to us) from the Site without our prior express written permission and the appropriate third party, as applicable; (c) interfere or

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You agree that any content downloaded or otherwise obtained through the use of the Site is done at Your own discretion and risk and You will be solely responsible for any damage to Your computer system or loss of data that results from the download of any such content and material.

The PREMOM Website reserves the right to cancel your use of the Site and cancel your use of the Services on the Site without notice for any reason.

BY ACCEPTING THE TERMS OF THIS AGREEMENT YOU HEREBY REPRESENT AND WARRANTY THAT YOU UNDERSTAND AND AGREE THAT PREMOM IS NOT A MEDICAL PROVIDER AND DOES NOT PROVIDE ANY MEDICAL ADVICE. BEFORE USING THE PREMOM SITE OR SERVICES PLEASE CONSULT A PHYSICIAN. YOU AGREE NOT TO USE THE PREMOM SITE OR SERVICES AS A REPLACEMENT FOR CONSULTATION OR MONITORING BY A LICENSED PHYSICIAN. IN THE EVENT YOU EXPERIENCE A MEDICAL EMERGENCY OR PROBLEMS WITH YOUR FETUS, PLEASE IMMEDIATELY CONSULT A PHYSICIAN, VISIT THE EMERGENCY ROOM, OR CALL 911.

3. Reservation of Rights

We retain the right, but do not have an obligation, in our sole and absolute discretion, to prevent or restrict access to the Site or to our services, or take any other action in case of technical problems, objectionable material, inaccuracies, unlawful content, procedures or actions otherwise prohibited by our policies and rules, or for any other reason.

4. Legal Relationships And Obligations Of Parties

(a) Services Provided.

The PREMOM Website provides information and related software for use in tracking personal fertility information. Your use of the Site, including any software and any off-line components, data, lists, reports, dashboards, templates or services (collectively, the "Services") is subject to these Terms of Use. The Services are for informational purposes only and do not constitute professional medical advice, diagnoses, or treatment. Your physician has particular medical knowledge about you, your baby and your baby's health and should always be consulted if you have a medical emergency or questions about a medical condition. Your decision to rely on any information you obtain in connection with your use of the Services is at your sole discretion and risk. PREMOM does not guarantee accuracy in the

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replacement for contraceptives. Use of the PREMOM Site or Services does not guarantee a successful pregnancy and PREMOM does not guarantee that the Site or Services will accurately predict your ovulation cycles.

(b) No Agency. No agency, franchise, partnership, joint-venture, or employee-employer relationship is intended or created by this Agreement.

(c) Links To Third Party Content. You may find on the Site links to other sites. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such sites or resources; or (ii) the content, advertising, or products on or available from such sites or resources. The inclusion of any link on the Site does not imply that we endorse the linked site. You use the links at your own risk and expressly relieve us from any and all liability arising from your use of any third-party website.

5. Fees

(a) No Cost of Use

There is no cost to using the Site or Services, or in browsing most of the Site. The PREMOM Website may offer bonuses and other things of value for sale for use on the site. All such sales are final and no refunds are permitted.

The PREMOM Website may offer premium services to users for sale. You shall pay all such applicable fees at the time of purchasing such premium services.

All fees paid to The PREMOM Website are nonrefundable. Receipt of payment due in full shall be a condition precedent to The PREMOM Website providing or continuing to provide access to the Site or Services to you. Receipt of payment from you for such purchased services shall be a condition precedent to the license granted herein for such purchased services.

(b) Purchased Services

You may have the option to purchase enhanced and detailed reports, consulting services, or other services through the PREMOM Website (which is included in the definition of "Services"). Any content provided by PREMOM for these purchased services shall be subject to the licenses granted herein and the terms specified in this Agreement.

6. Warranty Disclaimer

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AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). WE MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE CANNOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO OUR SERVICES OR THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS. OPERATION OF THE SITE MAY BE AFFECTED BY FACTORS OUTSIDE OF OUR CONTROL. TO THE FULLEST EXTENT LEGALLY PERMITTED, THE PREMOM WEBSITE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, WHICH YOU RECEIVE FROM US OR THROUGH THE USE OF OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

7. Release of Liability

By using The PREMOM Website, you agree to accept risks of use and therefore You will not hold The PREMOM Website, its officers, directors, employees or agents responsible for any actions or inactions, including content accessed or received.

You release The PREMOM Website (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute arising from your use of the Site or Services. You hereby waive California Civil Code §1542 (and any analogous law in any other applicable jurisdiction), which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You further acknowledge that this waiver is an essential and material term of this agreement, and that without such waiver we would not have entered into this Agreement.

You will not hold us liable to you for any special, indirect, consequential or punitive damages pursuant to this agreement, including but not limited to, loss of profits, loss of business opportunities or loss of goodwill or reputation, even if advised of the possibility of such damages.

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contract, tort, negligence or any other theory of liability, exceed the greater of: (a) \$100 or (b) the total fees you paid to us in the twelve months prior to the action giving rise to the liability. Some states and jurisdictions do not allow for the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

8. Indemnity


You agree to defend, hold harmless and indemnify The PREMOM Website, its officers, directors, employees and agents, from and against any and all losses, costs, expenses, damages or other liabilities (including reasonable attorneys' fees) incurred by us from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against us resulting from: (i) your use of the Site (ii) your decision to supply information via the Site, including personal financial information; (iii) your breach of any provision of this Agreement; and (iv) any act or omission of yours with respect to the payment of fees. This defense and indemnification will survive this Agreement and your use of the Site.

9. Intellectual Property

(a) Content License and Access. When you submit content to the Site, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display and perform the content in connection with the Site, in any media known now or in the future.

Subject to and conditioned on compliance with this Agreement, we grant you a limited license to access and to use the Site and Services solely for informational purposes.

You cannot and must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any content found on The PREMOM Website, or provided by The PREMOM Website, in any way for any public or commercial purpose without our prior written consent or the consent of the rights holder. Unless you are otherwise lawfully entitled to do so, you cannot and must not use any content found on the Site on any other site, in a networked computer environment, or in any medium, for any purpose except your own personal viewing. You agree that you will not attempt to reverse engineer or attempt to interfere with the operation of any part of the Site unless expressly permitted by law.

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writing.

(b) Reservation of Rights; Limited Licenses. We and our licensors retain all right, title and interest in and to all patent rights, inventions, copyrights, know-how and trade secrets relating to the Site and Services. The PREMOM Website logo and name are trademarks of PREMOM, and may be registered in certain jurisdictions. All other product names, company names, marks, logos and symbols on The PREMOM Website may be the trademarks of their respective owners. Except as expressly stated above, nothing in this Agreement confers any license under any of our or any third party's intellectual property rights, whether by estoppel, implication or otherwise.

10. Notices





Unless you otherwise tell us in writing, we will communicate with you by email (using the email you provided to us). You consent to receive communications from us electronically and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication 24 hours after we send it to the email address you have provided to us (unless the sender is notified that the email address is invalid), or when we post such communication on the Site. You must keep your email address updated, and you must regularly check the Site for postings. We may also give you legal notice to the email address provided by you. In such case, notice shall be deemed given three days after the date of mailing.

11. Law and Forum for Disputes.

This Agreement is governed in all respects by the laws of the State of Illinois, without giving effect to any principle that may provide for the application of the law of another jurisdiction. You agree that any claim or dispute you may have against The PREMOM Website must be resolved by a court located in Chicago, Illinois, except that PREMOM may file a suit for protection of intellectual property in the district court of its choosing. You hereby submit to the personal jurisdiction of the courts located within Illinois for the purpose of litigating all such claims or disputes.

12. Termination

This Agreement shall become effective upon your acceptance or your use of the Site, and shall continue until terminated by us or you as provided for under the terms of this Section.

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perform those Services necessary to complete any open transaction, and (ii) you shall continue to be obligated to pay us and any member for any Services for which you have engaged from us or such member in order to complete any such transactions.

13. General

You agree that the Site shall be deemed solely based in Illinois and that the Site shall be deemed a passive website that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Illinois. We may amend this Agreement at any time and in our sole discretion by posting the revised terms on this site. Unless otherwise stated in such revision, the revised terms will take effect when they are posted. You are responsible for reviewing the notice and any changes. This Agreement may not be otherwise amended except in a writing signed by both you and us. Your continued use of the Site and our services following changes to the Agreement will constitute your acceptance of changes or modifications to this Agreement. If you do not agree to any changes to this Agreement, do not continue to use the Site or our services.

This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter of this Agreement.

You are responsible for compliance with applicable local laws, keeping in mind that access to the contents of this Site may not be legal for or by certain persons or in certain countries. The PREMOM Website will not be considered to have modified or waived any of our rights or remedies under this Agreement unless the modification or waiver is in writing and signed by an authorized representative of The PREMOM Website. No delay or omission by us in exercising our rights or remedies will impair our rights or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. If any part of this Agreement is held to be unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect. Nothing in this Agreement or related policies should be deemed to confer rights or benefits on third parties. You will not transfer, assign or delegate your rights or obligations (including your Account) under this Agreement to anyone without our express written permission, and any attempt to do so will be null and void. We may assign this Agreement without restriction.

The boldface paragraph headings in this Agreement are included for ease of reference only and have no binding effect. This Agreement and all policies and documents referenced in

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regarding the subject matter contained herein as well as any conflicting or inconsistent terms in any websites that link to or are linked from this Site.

Last Updated: May 19, 2017.

Have questions? Our amazing customer service team is here to help!
 Just call 855-822-6999 or **click here to initiate live chat!**

See New Products! Get Special Discounts! Get the Premom Newsletter

Links

- Terms of Service
- Privacy Policy
- Shipping Policy
- Join our Facebook Group!

Resources

- About Us
- Press
- Help Center
- Products
- Join our Facebook Group!

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https://premom.com/pages/terms-of-service

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About this capture

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9 Sep 2019 - 29 Sep 2020

Privacy Policy

Privacy Policy

LAST UPDATED: May 2, 2017

EASY HEALTHCARE CORPORATION (the "Company") is committed to safeguarding any personal information that may be collected through our site or mobile application and to ensuring that you are fully informed as to how your personal information will be used. The following policy describes such collection and usage. Any undefined capitalized terms used within this Privacy Policy will have the same meaning as they do in the EASY HEALTHCARE CORPORATION's PREMOM End User License Agreement. By accepting this Privacy Policy and our End User License Agreement, or by using the PREMOM Application (hereafter "Application"), You expressly consent to our collection, use, and disclosure of Your personal information in the manner described in this Privacy Policy.

1. Information We Collect

When you register with PreMom we collect personal information that can identify You, including but not limited to: Your name, age, gender, birth date, health-related information, email address, fertility information, social media account names, authentication information, inventory of installed applications on Your device, phonebook or contact data, microphone and camera sensor data, sensitive device data, and other information that you link with our Application. You may (and may be required to) share information about or give us access to additional third-party websites or services.

We also collect other information that does not identify You. When You provide personal information through our Application, the information will be sent to servers located in the United States and other countries around the world.

By downloading the Application you acknowledge and agree that once you delete items from your device (including images, audio, documents, videos, text messages, applications etc.) following your download of the Application, we may save such items and certain information regarding those items (such as log files and statistical information). The saved items and information may be saved via the Application either on your mobile device or on servers of the Company or of third parties.

2. Use of Your Information

Privacy Policy

LAST UPDATED: Oct 8th, 2020

EASY HEALTHCARE CORPORATION ("Easy Healthcare", "we", "us", "our") is committed to safeguarding the personal data that is collected from you through our website ("Site") and the Premom mobile application ("Premom") (the Site and Premom together are called the "Services"). This Privacy Policy explains how we collect your personal data through the Services, how we use your personal data, how we protect your personal data, and the choices you have concerning your personal data. Your privacy and the security of your personal data are very important to us and we are dedicated to protecting the privacy of those who use our Services.

Please read this Privacy Policy carefully. Except as disclosed in this Privacy Policy, we will not sell, share, license, trade, or rent your personal data to others. We reserve the right to modify this Privacy Policy at any time. Any such modifications will be effective immediately when they are posted on the Services, but will not apply retroactively. You are responsible for reviewing this Privacy Policy periodically for modifications and to also be aware of any such modifications.

Personal Data We Collect From You

"Personal Data" means any information relating to an identified or identifiable natural person. Basically, information is Personal Data if it's possible to identify an individual directly from the information, or if an individual can be identified by combining that information with other information.

The Personal Data that we collect depends on the context of your interactions with us.

Premom. When you sign up for and use Premom, we may collect Personal Data about you such as:

- Full name
- Date of birth
- Age
- Weight
- Email address
- Password

Your Health and Well-being data. When you use Premom, you may choose to provide Personal Data that includes information about your health and well-being such as:

- Menstrual cycle dates
- Fertility test results (including ovulation, pregnancy, progesterone, and other fertility test results)
- Fertility test pictures
- Body temperature
- Symptoms related to your menstrual cycle, like CM, sex
- Medication information (name, type, and daily intake)
- Pregnancy states
- Other information about your health and activities

You may permit us to import into, or export out of, Premom Basal body temperatures from third-party apps on your mobile device, such as Apple Health. Permitting us to access third party information will maximize your experience with Premom, and we will handle any Personal Data collected from third-party apps in accordance with this Privacy Policy.

Site. When you use the Site, we may collect Personal Data about you such as:

- Contact information such as email address or phone number, if you sign up for a mailing list or newsletter.
- Resume/CV and other information about your work history, if you apply for a job through the Site.
- Address, payment type, and order history if you place orders through the Site. See “Third Party Services” below for how we use Stripe for payments.

Contacting Us. We may collect Personal Data from you, such as your name and contact information, if you contact us for technical support or to inquire about our products and services.

9 Cycle Guarantee Program. If you apply for a refund under our 9 Cycle Guarantee Program, we will have access to your chart history so that we can review whether or not you have met all of the refund criteria.

Consultations. When you use our on-on-one consultation functionality we will collect any information that you type into the chat box, which may include your Personal Data.

Services. Your Personal Data may include information we automatically collect from the device you are using to access and use the Services, such as your device's IP address, GPS data, and device identifier.

Information We Collect Automatically

Depending on your interactions with us and the Services, we may collect information from you and your device that you are using to use the Services.

Premom. When you use Premom, we will automatically collect the following information from your mobile device:

- Attributes such as the operating system, hardware version, device settings, file and software names and types, and battery and signal strength;
- Connection information such as the name of your mobile operator or ISP, browser type, and language and time zone.
- Device information such as device identifiers, MAC address, device location/GPS data.

Site. When you visit the Site, we will automatically collect the following information from your web browser and computer:

- Device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Site and other technical information.
- We leverage Shopify as the platform for our Site. Shopify automatically collects information about how you access our Site, your account, and our platform, including information about the device and browser you use, your network connection, your IP address, and details about how you browse through our Site and platform. We collect some of this information by using "cookies" or other similar technologies directly from your device. For more information about how we use these technologies, see Shopify Cookie Policy

How We Use Your Personal Data

We use your Personal Data to:

- Deliver the services and products that you have requested, including storing information and files you provided by you to us for storage for the purpose of the Services

- Contact you from time to time with critical user or service updates or other information important to support the Services
- Contact you to ask for your satisfaction rate, inform you of technical issues, or offer you upgrades, promotions and additional products (our products or third parties products) that you may be interested in
- Receive feedback and comments from you about the Services and inquire about any features you would like to see in future versions
- Manage your account and provide you with customer support
- Enforce our terms and conditions
- Manage our business
- Perform functions as otherwise described to you at the time of collection
- Customize, measure and improve the Services, content and advertising
- Evaluate your use, preferences and trends for our own internal statistical and analytical purposes which we may use for marketing purposes and in respect of operations and product development
- Prevent activity we determine to be potentially illegal
- Evaluate your job application for employment
- Enforce the EULA or any other agreement between you and us
- Provide personalized data analysis and digital content
- Any other purpose referenced herein or therein

We will not share or sell your Personal Data to advertising platforms, data brokers, or information resellers.

Disclosure Of Your Personal Data

We may disclose your Personal Data to third parties as described below:

- We may share your Personal Data when we have your consent.
- We employ other companies and people to perform tasks on our behalf and we may need to share your Personal Data with them to provide the Services to you, to respond to your technical support questions, to provide customer support, or to otherwise assist us with the Services. Unless we tell you differently, they do not have any right to use your Personal Data beyond what is necessary to assist us.
- We may disclose your Personal Data at the request of law enforcement or government agencies, in response to subpoenas,

court orders, or other legal process, or as otherwise required by any law, rule, or regulation to which we are subject. We may also disclose your Personal Data to protect the rights, property, or safety of another person or to prevent fraud. We may disclose your Personal Data to investigate or prevent your violation of any contractual or other relationship with us or your illegal or unlawful activities.

- In the event we undergo a business transaction such as a merger, acquisition by another company, or sale of all or a portion of our assets, your Personal Data may be among the assets transferred.

In all cases, the disclosure of your Personal Data will be in accordance with applicable laws and regulations.

We may provide aggregate and anonymous information derived from your Personal Data to third parties as long as that information does not include any of your Personal Data. We will take commercially reasonable steps to ensure that this information cannot be used to identify you.

We may use and share non-identifiable information (information that is not Personal Data) about how you use the Services and information that the Services have automatically collected from you for any lawful purpose. We will take commercially reasonable steps to ensure that this information cannot be used to identify you.

Your Rights To Your Personal Data

You can access your Personal Data you insert into the Services and ask us about what kind of Personal Data we have about you, also you are able to modify, correct, erase, and update your Personal Data by writing us at support@premom.com.

General Data Protection Regulation

You may have certain rights regarding the personal information we have about you if your Personal Data is protected by the General Data Protection Regulation (“GDPR”). In some circumstances, you may have the right to:

- Access the Personal Data we have about you
- Correct the Personal Data we have about you
- Restrict the processing of your Personal Data
- Have your Personal Data deleted (i.e. the “right to be forgotten”)
- Object to the processing of your Personal Data
- Not be subject to automated decision-making

- Take your Personal Data somewhere else (i.e. the right to portability)

You may contact us at support@premom.com to make any of these requests. We may require you to provide proof of your identity before complying with your request. Please note that we will grant your request as soon as possible, but it may take us more times in some cases, for example for full erasure of your Personal Data stored in our backup systems. There may be situations where we are not required to comply with your request and we will let you know if one of those situations arises.

Upon your notification, we will remove your membership from our active databases as soon as reasonably possible in accordance with our policies and applicable law.

Our lawful basis for processing your personal information is typically going to be your consent, but we also may process your personal information because of a legal obligation, performance of a contract with you, or because we have a legitimate interest in doing so.

We use intelligence algorithms that provide certain Premom functions, such predictions of your cycle and ovulation day. The more Personal Data about your cycle, ovulation tests, BBT that our intelligence algorithm can work with, the better predictions you get from algorithm.

We hope that you don't ever have an issue with the way that we handle your Personal Data, but if you do, contact us at support@premom.com to let us know so that we can make it right. If you're ever not happy with the way that we handle your request, you can file a complaint with your local supervisory authority.

The Services are hosted in the United States and is governed by United States law. If you are visiting or using the Services from outside the United States, please be aware that your Personal Data may be transferred to, stored, and processed in the United States. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country.

Your California Privacy Rights

California Consumer Privacy Act. The following terms apply if the California Consumer Privacy Act ("CCPA") applies to your Personal Data that we collect and use:

- In some circumstances, you have the right to request from us the categories of Personal Data that we have collected about you, the categories of sources from which your Personal Data was collected,

the business or commercial purpose for collecting or selling your Personal Data, the categories of third parties with whom we share your Personal Data, and the specific pieces of Personal Data we have collected about you. You may call us at 855-822-6999 or email us at support@premom.com with “CCPA Right to Know” in the subject line and in the body of your message to exercise this right.

- In some circumstances, you may have the right to request that we delete any Personal Data about you which we have collected from you. You may email us at support@premom.com, LiveChat with us on the Site or call us at 855-822-6999 to exercise this right. There are situations where we are not required to comply with your request to deletion and we will let you know if one of those situations arises.

We reserve the right to verify your identity before we process any request relating to your Personal Data.

You may use an authorized agent to submit a request to know or a request to delete. To use an authorized agent, you must provide your agent with written authorization and we may require you to provide to us proof of your identity. We may deny a request from your agent if they do not submit proof that you have authorized them to act on your behalf. Such requirements will not apply where you have provided your authorized agent with power of attorney pursuant to Cal. Prob. Code Sections 4000 to 4465.

We will not discriminate against you if you choose to exercise any of the above rights granted to you by the CCPA. We are not discriminating against you if we deny a request to know or delete if we have a legitimate reason for the denial. We may also charge a fee for excessive or repetitive requests.

Shine the Light. If you are a California resident who provides Personal Data in obtaining products or services for personal, family or household use, California Civil Code Section 1798.83 (“Shine the Light Law”) permits you to request in writing and obtain from us, once per calendar year, data about the Personal Data we shared, if any, with other third parties for their own direct marketing purposes. To make such a request, please contact us at support@premom.com and write “Shine the Light - Request for California Privacy Data” for the subject of your message. We will send you a reply e-mail within 30 days containing the requested data once we confirm your request. Not all of the shared Personal Data is covered by the Shine the Light Law requirements and therefore only Personal Data which is covered will be included in our response.

Consumer Rights Notice. Under California Civil Code Section 1789.3, we is required to provide California residents with the following specific consumer rights information:

- This website is owned and operated by Easy Healthcare Corporation.
- Unless otherwise expressly stated, this website is provided without charge.

To file a complaint regarding this website or to receive further information regarding use of this website, please contact us via email at support@premom.com. You also may contact the Complaint Assistance Unit of the Division of Consumer Services of California's Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814 or by telephone at (916) 445-1254 or (800) 952-5210.

Cookies

We use cookies on the Site. In general, a cookie is a small text file that is saved to the hard drive of your access device (such as a computer, phone, tablet etc.) in order for us and/or our service providers or business partners to collect data about your use of the Site and/or other webpages that you have visited.

Cookies can be separated into different categories:

Functional cookies. We use functional cookies to help us remember certain actions that you undertake on the Site. We also use functional cookies to compile aggregate and anonymous information about site traffic and how our visitors interact with the site so that we can improve how the Site functions. We may use third-party services, like Firebase and AppsFlyer, that track this information on our behalf.

Third-Party cookies and web beacons. Some content or applications, including advertisements, on the Site are served by third-parties, including Facebook and Google, and other advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you visit our Site. The information they collect may be associated with you or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

You have choices with respect to cookies. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If you choose to reject all cookies, some parts of the Site may not work properly. You can find more information about cookies and your ability to control their use at <http://www.allaboutcookies.org/> or by reviewing your browser or access device settings. Although such information

should be helpful, we do not control or guarantee its accuracy or that it will be effective with respect to cookies in all circumstances.

Third Party Services

We have integrated some third party services in to the Services to enhance your use of the Services. These third party services may collect Personal Data, including information about your device, network, and geolocation data, directly from you and your device as you use them in conjunction with the Services. You may choose to not share your Personal Data with these third party services, but certain functionality of the Services may be limited if you choose not to share your Personal Data. These third party services do not have access to your health information through the Services unless you share that information directly with them.

We use Stripe for payment processing. When you purchase from us, Stripe stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted. PCI-DSS requirements help ensure the secure handling of payment information. Please review Stripe's Terms of Service or Privacy Statement for more information.

We have partnered with OneSignal to provide push notifications to you through Premom. Depending on the settings you select and if you enable the One Signal push notification technology in Premom, One Signal may collect information from you and your mobile device. For more information about One Signal's data collection, use, and sharing practices, please review One Signal's privacy policy, located at: https://onesignal.com/privacy_policy.

We have integrated Youtube, Facebook, Twitter, and Pinterest functionality in to the Services so that you may communicate with your social networks through the Services. Any collection, use, and management of Personal Data by those third parties is governed by their respective privacy policies and terms. We recommend you review their privacy policies and terms, as we are not responsible for their collection or use of your Personal Data. Any information (including Personal Data) you share in any online community area or online discussion is by design open to the public and is not private. Factor this in before posting any Personal Data in any public forum. What you post can be seen, disclosed to, or collected by third parties and may be used by others in ways we cannot control or predict, including contacting you for unauthorized purposes. As with any public forum on any site, the information you post may also show up in third-party search engines.

If you mistakenly post Personal Data in our community areas and would like it removed, you can send us an email as listed below to request that we remove it. In some cases, we may not be able to remove your Personal Data, e.g. for technical reasons.

You can direct us to share data from Premom with other parties as you choose. For example, you can permit us to share data with other health apps and services like Apple HealthKit. Once you direct us to share your data with a third party, that third party will have their own privacy policy and we do not control how the third party uses or handles the information you have permitted. You can revoke your consent to share information with such a third party at any time in your application account settings or in the settings of your mobile device.

Communications, Surveys and newsletter activities

We may contact you from time to time via message, email to communicate with you about products, services, offers, promotions, rewards, and events that we and our partners are offering, and provide news and information that we think will be of interest to you. You can always opt out of receiving emails by unsubscribing via the “Unsubscribe” link contained in the email. We may still send you important service-related emails that are necessary to your use of the Services even if you opt out of our marketing communications. Depending on the country you live in and the data protection laws that apply to your Personal Data, you may have to provide additional consents to receive marketing communications from us.

We may use marketing communications to send you surveys so that we can obtain your answers and feedback on various topics. We will process any information you provide in response to a survey in accordance with this Privacy Policy.

We use Mailchimp to manage our newsletters, email notifications, and surveys. Mailchimp is an email automation platform provided by The Rocket Science Group LLC (USA). We use Mailchimp to reach more of our users with our newsletters, surveys and notifications. We may transfer your email address and some personalized texts to Mailchimp. Mailchimp will never use your email address and personalized texts except to send our messages and notices to you. We store your email addresses and personalized texts via SendGrid and you can request that we delete them from SendGrid platform in accordance with this Privacy Policy.

Braze

Premom uses a data analysis and app engagement service operated by Braze, a company based in the United States, which utilizes device identifiers that are

stored on your mobile device and allow us to analyze your use of the Premom app in order to improve our app features and to communicate with you via in-app messages, push notifications and email. Data concerning your use of the Premom app is stored on a server in the US operated by Braze, Inc.

It is not possible to opt-out of Braze as it is an essential tool that we require in order to provide our services to you.

You consent to push notifications when you activate Premom's push notifications on your device settings. You can withdraw your consent at any time.

In order to provide these services, Premom may share information such as your email address to Braze for the sole purpose of carrying out such email, message and notifications. Braze may process your email address, name, a user identifier and usage data to send you information and occasional commercial content via in-app message, push notifications and email;

This Privacy Policy does not apply to information, content, business information, ideas, concepts, or inventions that you send to us by email. If you want to keep content or business information, ideas, concepts or inventions private or proprietary, do not send them to us in an email.

Retention Of Your Personal Data

We will retain your Personal Data as long as your account is active or needed to provide the Services to you.

We reserve the right to use your Personal Data in any aggregated data collection after you have terminated your account including without limitation any analyzes or reports of aggregated or anonymized data, can be used for any scientific purposes as we determine in our reasonable discretion; however, we will ensure that the use of such information will not identify you.

If you remove Personal Data from your account, you will no longer see it in the Services, but some backups of your Personal Data may remain in our archive servers for a reasonable period of time due to technical solutions we use. However, we undertake to delete any such backups within a reasonable period of time.

If you choose to delete Premom or deactivate your account, we will remove your membership from our active databases as soon as reasonably possible in accordance with our policy and applicable law.

We may retain in our files Personal Data you have requested be removed from our active databases for certain purposes, such as to resolve disputes,

troubleshoot problems and enforce our terms and conditions. Further, such prior information may never be completely removed from our databases due to technical and legal constraints, including stored backup systems.

Security

To safeguard the confidentiality of your Personal Data, we utilize sophisticated security techniques and procedures, including: security and vulnerability scans, software audits, firewalls, and data encryption (Secure Socket Layers). We treat your Personal Data as an asset. We make every effort to protect your Personal Data against loss and unauthorized access. We employ many different security techniques to protect your Personal Data from unauthorized access by others. Although we cannot guarantee the absolute security of the Services, or that your Personal Data won't be intercepted while being transmitted to us, we will take reasonable steps to avoid or remedy the breach as specified in this Privacy Policy.

We believe that the biggest threat to security and privacy is that someone gets your device and account information. You can help keep your Personal Data safe by properly selecting and protecting passwords, not sharing passwords, and preventing others from using your mobile device.

Note About Children

United States. Children are not eligible to use the Services and we ask that persons under the age of 13 do not submit any Personal Data to us. If you are aware of anyone under 13 using the Services, please contact us at support@premom.com and we will take required steps to delete their Personal Data and (or) delete her account.

European Union. You must be at least 16 years old to use the Services. If you are aware of anyone younger than 16 using the Services, please contact us at support@premom.com and we will take steps to delete their Personal Data and (or) delete her account.

Third Party Links

Although the Services may contain links to third party websites or services, we are not responsible for the privacy policies and/or practices on those third-party websites or services. The information practices of those third party linked the Services are not covered by this Privacy Policy. You should read the privacy policy stated on that third-party website or service before sharing your Personal Data with any third party websites or services.

Contacting Us

Any questions in respect of this Privacy Policy or other questions should be sent to the following email address: support@premom.com.

We use information in the files and databases we maintain about You, and the other information we obtain from Your current and past activities on the Application to:

- Contact you from time to time with critical user or service updates or other information important to support the Application;
- Contact you to ask for your satisfaction rate, inform you of technical issues, or offer you upgrades, promotions and additional products (our products or third parties products) that you may be interested in;
- Receive feedback and comments from you about our Application and inquire about any features you would like to see in future versions;
- Deliver the services and products that You have requested, including storing information and files you provided by you to us for storage for the purpose of the Application;
- Manage Your account and provide You with customer support;
- Enforce our terms and conditions;
- Manage our business;
- Perform functions as otherwise described to You at the time of collection;
- Customize, measure and improve our services, content and advertising;
- Evaluate your use, preferences and trends for our own internal statistical and analytical purposes which we may use for marketing purposes and in respect of operations and product development;
- Prevent activity we determine to be potentially illegal;
- Enforce this Privacy Policy and/or the EULA or any other purpose referenced herein or therein.

3. Accessing, Reviewing and Changing Your Profile

You may submit information with us through a registration process when activating the Application. Following registration, You can review and change the information You submitted during registration. For example, if You change Your

name or email address we will retain a record of Your old name and email address.

Upon Your notification, we will remove Your membership from our active databases as soon as reasonably possible in accordance with our policy and applicable law.

We will retain in our files information You have requested be removed from our active databases for certain purposes, such as to resolve disputes, troubleshoot problems and enforce our terms and conditions. Further, such prior information may never be completely removed from our databases due to technical and legal constraints, including stored backup systems.

4. Disclosure of Your Information

Due to the regulatory environment in which we operate, we cannot ensure that all of Your private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting any of the foregoing), we may be required to disclose information to the government, law enforcement agencies, or other third parties. Under certain circumstances, third parties may unlawfully intercept or access transmissions or private communications, or members may abuse or misuse Your information that they collect from our Applications. Accordingly, although we use industry standard practices to protect Your privacy, we do not promise, and You should not expect, that Your personally identifiable information or private communications will always remain private.

We will not use your personal information for any purposes, other than those outlined in this Privacy Policy and/or in the EULA, unless we have your consent. We will not share your personal information with any other third parties without your permission, unless: (a) we are required to do so by law or when necessary to comply with a current judicial proceeding, a court order or legal process served on the Company. In all cases, such information will only be disclosed in accordance with applicable laws and regulations, and/or (b) in the event of a sale, merger, liquidation, dissolution, reorganization or acquisition of the Company so long as the party acquiring the information agrees to be bound by the terms of this Privacy Policy. In addition and notwithstanding the foregoing, we may provide aggregate statistics about users, information regarding the use of the Application, information for hash encryption purposes and other information to third parties that will not include any personally identifiable information.

TO THE EXTENT THAT OUR APPLICATION HAS ACCESS TO THE NON-PUBLIC PHONEBOOK OR CONTACT INFORMATION ON YOUR DEVICE, WE WILL NOT PUBLISH OR DISCLOSE YOUR NON-PUBLIC PHONEBOOK OR CONTACT INFORMATION.

NOTWITHSTANDING, YOU EXPLICITLY CONSENT TO THE FOLLOWING USE BY US AND DISCLOSURE BY US OF YOUR INFORMATION:

- OBTAINING AND TRACKING YOUR INVENTORY OF INSTALLED APPLICATIONS TO PERMIT OUR APPLICATION TO PROPERLY FUNCTION.
- OBTAINING AND TRACKING YOUR USAGE AND NONIDENTIFIABLE INFORMATION OF YOU PERTAINING TO THE APPLICATION FOR THE PURPOSES OF TRACKING ANALYTICS OF THE USAGE OF OUR APPLICATION, INCLUDING SHARING INFORMATION WITH ANALYTIC SOFTWARE EXTENSIONS PROVIDED BY THIRD PARTIES
- OBTAIN NONIDENTIFIABLE DATA ABOUT YOU, COMPILE THAT DATA WITH THE NONIDENTIFIABLE DATA OF OTHER USERS, AND DISCLOSE THAT INFORMATION TO THIRD PARTIES

5. Legal Requests

We cooperate with law enforcement agencies and other third parties to enforce laws, as well as investigate and prosecute unlawful activities such as frauds and scams. We can (and You authorize us to) disclose any information about You to law enforcement and other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with any investigation of fraud, scam or other activity that is illegal.

6. Cookies

A cookie is a small text file that is stored on a user's computer for record keeping purposes. Cookies can take the form of session cookies or persistent cookies. A session cookie expires when You close Your Application and is used to make it easier for You to use the Application. A persistent cookie remains on Your hard drive for specified period of time.

Through the use of a cookie, we also may automatically collect information about Your your use of the Application. When You sign in to Your account on our Application, we will record Your member ID in the cookie file on Your computer. We also may record Your encrypted password in this cookie file, if You indicated that You would like Your password saved for automatic sign-in.

You may delete or decline cookies by changing Your settings. If You do so, some of the features and services of our Application may not function properly.

7. Information Others Collect

In order to improve the Company Application, We may utilize analytics software (“Software”) to collect information about your use of the Application. This Software collects Users’ information such as loading frequency and Application usage. The Software identifies a user solely by IP address, and does not identify a user by name or other personally identifiable information. We do not combine the information collected with other personally identifiable information.

8. Security

To safeguard the confidentiality of Your personally identifiable information, Company utilizes sophisticated security techniques and procedures, including: security and vulnerability scans, software audits, firewalls, and data encryption (Secure Socket Layers). Company treats data as an asset. We make every effort to protect that data against loss and unauthorized access. We employ many different security techniques to protect such data from unauthorized access by others.

9. Note about Children

Children are not eligible to use our services, and we ask that persons under the age of 13 do not submit any personal information to us.

10. Modifications to Privacy Policy

The Privacy Policy is subject to change by Us at any time based on changes in the law or our need to accurately reflect our data collection and disclosure practices or for the purpose of providing greater protection for your information. Information collected by us will be dealt with in accordance with the provisions of our policy which were in effect at the time of collection. Changes are effective upon posting on the Company website, disseminating through the Application, or upon the download of any software updates of the Application.

11. Contacting Us

Any questions in respect of this policy should be sent to the following email address:

(sales@healthcare-manager.com)