



VIVA TRANSCRIPTION

PRIVACY POLICY

Effective Date: March 20, 2026

Last Updated: March 20, 2026

1. INTRODUCTION

Viva Transcription Corporation ("Company," "Viva Transcription," "we," "our," or "us") is committed to protecting the privacy and security of personal information. This Privacy Policy describes how we collect, use, disclose, and safeguard information when you use our Services, including the Adhearx platform (a service of Viva Transcription Corporation). By using our Services, you agree to the practices described in this Privacy Policy.

2. SCOPE AND APPLICABILITY

This Policy applies to all users of our Services, including individuals who interact with Adhearx via SMS, video, or other digital channels on behalf of a healthcare entity (such as a specialty pharmacy, clinic, chronic care management organization, or other healthcare provider). Where Viva Transcription processes information under a contract with a healthcare entity, the terms of that contract govern data use to the extent they differ from or supplement this Policy.

3. ROLE OF VIVA TRANSCRIPTION

Viva Transcription is a technology services provider. Adhearx is a digital patient engagement service operated by Viva Transcription that facilitates structured clinical communication between healthcare entities and their patients. We do not provide medical, legal, or professional advice. When you interact with Adhearx, you are interacting with a service of Viva Transcription Corporation on behalf of the healthcare entity through which you were enrolled.

In many cases, Viva Transcription operates as a service provider or business associate to the healthcare entity with which you have a primary relationship. That entity's own privacy policies and, where applicable, a Business Associate Agreement with Viva Transcription, govern the use of your protected health information in that context.

4. INFORMATION WE COLLECT

Depending on how you use the Services, we may collect the following categories of information:

- Personal identifiers: name, phone number, email address, and contact preferences
- Interaction data: responses to SMS messages, video interactions, clinical questionnaire responses, and engagement records
- Technical data: device type, IP address, message delivery status, and usage logs
- Communication records: transcripts and records of interactions with the Services
- Information provided by healthcare entities: enrollment data, therapy information, and relevant clinical context provided by the entity through which you are enrolled

5. HOW WE USE INFORMATION

We use the information we collect to:

- Operate, deliver, and maintain the Services, including sending SMS and other communications through the Adhearx Messaging Program
- Process transcription outputs and facilitate care coordination communications
- Communicate with users and respond to inquiries
- Detect and address safety concerns, including adverse event escalation protocols
- Improve the performance, accuracy, and functionality of the Services
- Comply with applicable legal obligations
- Where appropriate de-identification measures are in place consistent with applicable law, use aggregated data for analytics, service improvement, and related business purposes — such data will not identify any individual user or patient. We are developing these capabilities and will update this Policy when such use is operationally in effect.

6. ARTIFICIAL INTELLIGENCE

The Services may use AI technologies to assist with transcription, engagement, and documentation tasks. AI-generated outputs are probabilistic in nature and may require validation. We do not use AI outputs as a substitute for clinical judgment. Any AI processing of personal data is subject to the protections described in this Policy.

7. DISCLOSURE OF INFORMATION

We do not sell personal information. We may share information in the following limited circumstances:

- Service providers: We may share information with trusted third-party vendors who assist in operating the Services (including telecommunications providers and cloud infrastructure providers), subject to confidentiality obligations
- Healthcare entities: We may share interaction records and engagement data with the healthcare entity through which you were enrolled, consistent with our agreement with that entity
- Legal compliance: We may disclose information where required by law, regulation, court order, or governmental authority
- Business transfers: In the event of a merger, acquisition, or sale of assets, your information may be transferred as part of that transaction, subject to equivalent privacy protections

We do not share personal information with pharmaceutical companies, payors, or other third parties for their independent commercial use without your separate consent or authorization, except as may be permitted in the future under the data use provisions of Section 5.

8. SMS COMMUNICATIONS

If you receive SMS communications through the Adhearx Messaging Program, your phone number and message interaction data are used solely to deliver and manage those communications. We do not sell your phone number or SMS interaction data to third parties. For full SMS program terms, including opt-out instructions, see Section 6A of our Terms of Use.

9. COOKIES AND TRACKING

Our web-based services may use cookies and similar tracking technologies to support functionality, remember preferences, and analyze usage. You may adjust your browser settings to refuse cookies, though some features may not function properly as a result.

10. DATA SECURITY

We implement reasonable administrative, technical, and physical safeguards to protect the information we collect against unauthorized access, disclosure, alteration, or destruction. However, no method of transmission or storage is completely secure, and we cannot guarantee absolute security. In the event of a data breach affecting your information, we will notify you as required by applicable law.

11. DATA RETENTION

We retain personal information for as long as necessary to provide the Services, fulfill the purposes described in this Policy, and meet our legal and contractual obligations. When information is no longer needed, we dispose of it securely or render it in a form that does not identify individuals, consistent with applicable law. Healthcare entities may have separate retention requirements that govern records maintained on their behalf.

12. USER RIGHTS

Depending on your location and applicable law, you may have the right to:

- Request access to personal information we hold about you
- Request correction of inaccurate or incomplete information
- Request deletion of your personal information, subject to legal and contractual obligations
- Opt out of non-essential communications

To exercise any of these rights, contact us at support@vivatranscription.com. We will respond within the timeframe required by applicable law. Note that some requests may be limited where information is held on behalf of a healthcare entity — in those cases, we will direct you to the appropriate entity.

13. CALIFORNIA PRIVACY RIGHTS

California residents have additional rights under the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA), including the right to know what personal information is collected and how it is used, the right to delete personal information, the right to correct inaccurate personal information, and the right to opt out of the sale or sharing of personal information. We do not sell personal information. To submit a California privacy request, contact us at the address below.

14. THIRD-PARTY SERVICES

The Services may link to or integrate with third-party platforms. We are not responsible for the privacy practices of third-party services. We encourage you to review their privacy policies before providing information to those platforms.

15. CHILDREN'S PRIVACY

Our Services are not directed to children under the age of 13. We do not knowingly collect personal information from children under 13. If we become aware that we have collected information from a child under 13 without verifiable parental consent, we will delete that information promptly.

16. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. VIVA TRANSCRIPTION DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR FITNESS FOR PURPOSE OF ANY INFORMATION PROCESSED THROUGH THE SERVICES.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIVA TRANSCRIPTION SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE SERVICES OR ANY PRIVACY INCIDENT. TOTAL LIABILITY SHALL NOT EXCEED THE GREATER OF FEES PAID IN THE PRIOR 12 MONTHS OR ONE HUNDRED DOLLARS (\$100.00).

18. CHANGES TO THIS POLICY

We may update this Privacy Policy at any time. We will post the updated Policy with a revised effective date. Your continued use of the Services following the effective date constitutes acceptance of the updated Policy. For material changes, we will make reasonable efforts to provide advance notice.

19. CONTACT INFORMATION

For privacy questions, requests, or concerns, contact:

Viva Transcription Corporation
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Email: help@vivatranscription.com
Phone: (877) 848-2462