

TEFCA PRIVACY AND SECURITY NOTICE

LAST UPDATED: AUGUST 19, 2026

EFFECTIVE DATE: AUGUST 19, 2026

About TEFCA and Prolaio Individual Access Services. This TEFCA Privacy and Security Notice ("TEFCA Notice") explains how Prolaio Inc. ("Prolaio," "we," "us," or "our") collects, uses, and shares your health information when you use our Individual Access Services ("IAS") through our Trusted Exchange Framework and Common Agreement ("TEFCA") connection.

We provide this TEFCA Notice as required by the [Trusted Exchange Framework and Common Agreement \(Version 2.1\)](#), the [Participant/Subparticipant Terms of Participation \(Version 1.0\)](#) (the "ToP"), and the Recognized Coordinating Entity (RCE) [Standard Operating Procedure for Individual Access Service Provider Requirements \(Version 2.1\)](#). Capitalized terms we don't define here have the meanings in the [TEFCA Glossary](#), which the RCE publishes and updates.

This TEFCA Notice applies only if you use IAS through our TEFCA connection. Our Privacy Policy available at [<https://www.prolaio.com/privacy-details>] applies to your use of our IAS. This TEFCA Notice adds to our general [Privacy Policy](#). This TEFCA Notice explains how we collect, use, store, and share your personal information when you use our technology platform and online services (the "Platform"), including Individually Identifiable Information. Individually Identifiable Information means information that identifies you, or that someone could reasonably use to identify you. If this TEFCA Notice conflicts with our general Privacy Policy, this TEFCA Notice controls.

Please read this TEFCA Notice carefully. By using IAS through our TEFCA, you agree to this TEFCA Notice. We keep this TEFCA Notice publicly available and up to date. We conspicuously post it and any changes on our website and in any user-facing application we may offer to support IAS. If we make a material change (see [Section 10](#)), we will notify you before it takes effect, based on your communication preferences.

IF YOU DO NOT AGREE WITH THIS TEFCA NOTICE, YOU MUST STOP USING OUR INDIVIDUAL ACCESS SERVICES THROUGH TEFCA IMMEDIATELY.

This TEFCA Notice covers the following topics:

1. About TEFCA and Prolaio Individual Access Services (IAS)
2. Our Privacy Commitments

3. How We Use and Share Your Information
4. Retention of Information
5. Government and Law Enforcement Requests
6. Security Measures and How We Protect Your Information
7. Your Rights
8. Fees and Charges
9. Duration of Prolaio's Obligations
10. Updates to This TEFCA Notice
11. Contact Us

1. ABOUT TEFCA AND PROLAIO INDIVIDUAL ACCESS SERVICES (IAS)

About TEFCA. TEFCA (the Trusted Exchange Framework and Common Agreement) is a set of rules that allows health organizations and others to share electronic health information nationwide. TEFCA connects certain health information networks, called Qualified Health Information Networks (QHINs), with their Participants and Subparticipants. A QHIN is a technology company that the government has approved to provide the technical systems needed for electronic health information exchange. Organizations that participate in TEFCA include health care providers, health plans, public health authorities, government agencies, Individual Access Service Providers, and their supporting entities. To learn more about which types of organizations can participate in TEFCA, see the [Standard Operating Procedure \(SOP\): Types of Entities That Can Be a Participant or Subparticipant in TEFCA](#).

Within TEFCA, QHINs, Participants, and Subparticipants may perform different activities called exchange purposes. One exchange purpose lets you access your own health information. This is called Individual Access Services or IAS. Organizations that help you access your health information are called IAS Providers. Prolaio is an IAS Provider. Other exchange purposes that TEFCA supports include:

- Treatment
- Payment
- Health Care Operations,
- Public Health
- Government Benefits Determinations
- Other Exchange Purposes approved by the Office of the National Coordinator for Health Information Technology (ONC) and the RCE.

For a general overview of TEFCA and what it means for you, see the RCE fact sheet at: <https://rce.sequoiaproject.org/rce-tefca-for-individuals/>.

About Prolaio's Individual Access Services (IAS). We provide digital cardiovascular health services using connected devices, remote monitoring, and AI-driven analytics. Our services help you, your health care providers, and researchers monitor heart health, identify potential risks, and support cardiovascular treatment and research. You can use our Platform to request your health information through our TEFCA connection.

Individuals may register for IAS through our Platform at:

<https://onboard.xcures.com/programs?programName=Prolaio>

Please note that:

- **We are a Request-Only IAS Provider.** PROLAIO DOES NOT PROVIDE BIDIRECTIONAL SERVICES. YOU WILL HAVE THE ABILITY TO REQUEST ACCESS TO YOUR HEALTH INFORMATION VIA TEFCA EXCHANGE. YOU WILL NOT BE ABLE TO USE PROLAIO TO SHARE YOUR HEALTH INFORMATION WITH OTHER PARTICIPANTS IN TEFCA.
- **HIPAA Does Not Apply to Us.** Prolaio does not provide IAS on behalf of any HIPAA-regulated entity, such as a health care provider or health plan. We act in our own capacity as an IAS Provider, not as a Business Associate or agent of a Covered Entity. This means the Health Insurance Portability and Accountability Act and its rules ("**HIPAA**") do not apply to us for these services. If this TEFCA Notice is more protective than HIPAA provisions referenced in Section 7 of the TEFCA ToPs, this TEFCA Notice governs.

2. OUR PRIVACY COMMITMENTS

We follow privacy laws and TEFCA privacy and security requirements when we handle your health information. Here are our commitments:

- **IAS Consent.** We will ask for your express, documented, and informed consent ("**IAS Consent**") before we share your data through our TEFCA connection. We collect your IAS Consent before your first use of our IAS. We will also ask for new IAS Consent before any material change to this TEFCA Notice takes effect, or before we use your Individually Identifiable Information in a materially different way. You may consent on paper or electronically, including by signature, as allowed by law. We keep all consents in a secure, auditable log. If you revoke your consent, you cannot access our IAS through our TEFCA connection until you provide a new IAS Consent. See [Section 7 \(Your Rights\)](#) for more details.

You may revoke your IAS consent at any time. To revoke:

- Visit <https://onboard.xcures.com/programs?programName=Prolaio> and follow the step-by-step instructions;
 - **Step 1:** Log in to your account and go to Profile tab
 - **Step 2:** Click on the “Remove My Info” at the bottom right of your profile page.
 - **Step 3:** You will be prompted to confirm your request. Once you confirm, click “Delete My Info”. This process will direct Prolaio to delete all information housed within the platform AND to revoke Prolaio’s authorization to request health information; or
- Email your request to support@prolaio.com with: Your name, email address associated with your Prolaio IAS account, phone number, and a statement that you want to revoke your IAS consent.

Revoking your IAS Consent does not affect actions we already took based on your prior consent.

- **Confidentiality.** We use commercially reasonable efforts to protect your Individually Identifiable Information from unauthorized or illegal access, modification, use, or destruction.
- **Data Minimization.** We collect and use only the minimum amount of your Individually Identifiable Information necessary to fulfill the permitted uses described in this TEFCA Notice.
- **Exchange Purpose Limitation.** When Individually Identifiable Information is accessed, used, or disclosed through TEFCA it is only done for permitted TEFCA exchange purposes. Prolaio currently supports only the IAS use case as a Request-Only IAS Provider.
- **Individual Rights.** You can revoke your consent and access, export, or request deletion of your Individually Identifiable Information, as described in [Section 7 \(Your Rights\)](#).
- **Transparency.** We are open with you about our privacy and security practices through this TEFCA Notice, related policies, and proactive notifications, including notice of any material changes to this TEFCA Notice.

As explained in greater detail below, Prolaio is required to act in conformance with this TEFCA Privacy and Security Notice and must protect the security of the information it holds in accordance with the Trusted Exchange Framework and

Common Agreement. Specifically: (i) Prolaio uses commercially reasonable efforts to protect Individually Identifiable Information from unauthorized or illegal access, modification, use, or destruction; (ii) Prolaio encrypts all Individually Identifiable Information held by Prolaio, both in transit and at rest, regardless of whether such data are TECCA Information; (iii) Prolaio must notify Individuals whose Individually Identifiable Information has been or is reasonably believed to have been affected by an IAS Incident; (iv) Prolaio's obligations under this TECCA Privacy and Security Notice will continue for as long as Prolaio maintains the Individually Identifiable Information; and (v) Prolaio requires third parties that provide any services on behalf of Prolaio and with whom Prolaio shares Individually Identifiable Information in connection with such services to maintain privacy and security protections, including encryption, access controls, incident response procedures, and data minimization practices.

3. HOW WE USE AND SHARE YOUR INFORMATION

Prolaio accesses, exchanges, uses, and discloses Individually Identifiable Information solely to provide IAS at your direction. All disclosures through TECCA are in accordance with the permitted and required uses specified by TECCA and applicable U.S. Department of Health and Human Services guidance.

For purposes of this TECCA Notice, Prolaio does not participate in any other TECCA exchange purposes (such as Treatment, Payment, Healthcare Operations, Public Health, Government Benefits Determinations, and other exchange purposes approved ONC).

- **No Claims Against You.** We will not use your health information to make any type of claim against you, except to collect applicable fees.
- **No Sale.** We do not sell Individually Identifiable Information, and we do not use it for targeted advertising or marketing.
- **No Medical Advice.** We do not use your health information to make medical decisions or give medical advice.
- **Additional Disclosures.** Prolaio may disclose Individually Identifiable Information:
 - To you and with third parties you designate, to fulfill your access requests;
 - To service providers working on our behalf (such as Google Cloud Platform and Amazon Web Services), under privacy and security obligations; or
 - When required by law.

Please [Contact Us](#) if you'd like to request a current list of our service providers.

Once other TEFCA Participants and Subparticipants access your health information, they may use and share it according to their own laws, contracts, and policies. We do not control how QHINs, Participants, or Subparticipants handle your information.

- **De-identification.** We may remove identifying details from your health information (de-identify it) or combine it with other data (aggregate it) to operate and improve our Platform as well as for other purposes permitted by applicable law. Once de-identified, information is no longer Individually Identifiable Information and may be used and disclosed without restriction, including for research, product development, and other business purposes. Any de-identification of your Individually Identifiable Information will be performed in accordance with the standards set forth at 45 CFR § 164.514(b).

4. RETENTION OF INFORMATION

We retain Individually Identifiable Information for three (3) years following the termination of your IAS account or your last use of IAS, whichever is later, or for such longer period as required by applicable law. We may keep some information, like audit and security logs, even after deleting other data, as permitted or required by law. Our obligations under this TEFCA Notice with respect to Individually Identifiable Information continue for as long as we keep your Individually Identifiable Information, even after you stop using IAS.

5. GOVERNMENT AND LAW ENFORCEMENT REQUESTS

We may share your Individually Identifiable Information when the law requires or permits it. This includes responding to valid legal processes such as subpoenas, court orders, or search warrants, or lawful demands from government authorities or law enforcement agencies, including through the sale of such information (if ever permitted).

Unless the law prohibits it, we will:

- Notify you in writing or electronically within three (3) business days of receiving such a demand or making such a voluntary disclosure, unless such notice is prohibited by law;
- Give you an opportunity to object or seek protective relief; and
- Notify you in writing or electronically within three (3) business days if we voluntarily share your Individually Identifiable Information with law enforcement.

6. SECURITY MEASURES AND HOW WE PROTECT YOUR INFORMATION

We must follow this TEFCA Notice and protect your Individually Identifiable Information as required by the [Trusted Exchange Framework and Common Agreement \(Version 2.1\)](#). We take reasonable and appropriate steps to protect your Individually Identifiable Information from unauthorized or illegal access, modification, use, or destruction. We use administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Individually Identifiable Information, which include:

- Encryption of all Individually Identifiable Information in transit and at rest, regardless of whether such data qualifies as TEFCA Information;
- Role-based access controls and authentication measures;
- Annual third-party penetration security testing;
- Continuous monitoring and logging of system activity;
- Incident response and breach management procedures;
- Vendor risk management and contractual security obligations; and
- Annual disaster recovery testing.

We require our service providers who access your Individually Identifiable Information to maintain privacy and security protections similar to ours, including encryption, access controls, incident response, and data minimization.

7. YOUR RIGHTS

As an IAS user, you have the following rights regarding your Individually Identifiable Information:

- **Right to Access.** You may access and view the Individually Identifiable Information we maintain in connection with your use of IAS.
- **Right to Export.** You may request an export of your Individually Identifiable Information in a machine-readable format, including the information necessary to interpret that machine-readable format. Available export formats may include, but not be limited to: FHIR R4, C-CDA, or other applicable machine-readable formats.
- **Right to Deletion.** You may request that we delete your Individually Identifiable Information to the extent technically feasible and not prohibited by law. This right does not apply to audit logs or records we must keep for legal, contract, or policy compliance. We will tell you if we cannot honor a deletion request due to legal requirements.
- **Right to Be Notified of Incidents.** If your Individually Identifiable Information is reasonably believed to have been affected by an IAS

Incident (a TEFCA Security Incident or a Breach of Unencrypted Individually Identifiable Information maintained by us), we will notify you without unreasonable delay and no later than sixty (60) days following our discovery of the IAS Incident. The notification will include, if possible: (a) a brief description of what happened, including the date of the IAS Incident and the date of its discovery, if known; (b) a description of the types of Individually Identifiable Information involved in the IAS Incident; (c) any steps you should take to protect yourself from potential harm resulting from the IAS Incident; (d) a brief description of what we are doing to investigate the IAS Incident, to mitigate harm to you, and to protect against any further IAS Incidents; and (e) contact procedures for you to ask questions or learn additional information related to the IAS Incident, which will include a toll-free telephone number, email address, and website with contact information.

- **Right to Revoke Consent.** You may revoke your IAS Consent at any time through the Platform or by contacting us as described earlier in this TEFCA Notice. Revoking your consent does not affect actions we already took based on your prior consent. After you revoke, you will no longer be able to use our IAS.
- **Right to Opt Out.** You may opt out of having us share your health information through TEFCA. However, as noted above, we do not currently provide bidirectional services, so we do not share your health information in response to TEFCA requests from others.

To exercise any of these rights:

- Visit <https://onboard.xcures.com/programs?programName=Prolaio> and follow the step-by-step instructions to revoke your consent:
 - Step 1: Log in to your Prolaio IAS Portal account and go to Profile tab
 - Step 2: Click on the "Remove My Info" at the bottom right of your profile page.
 - Step 3: You will be prompted to confirm your request. Once you confirm, click "Delete My Info". This process will direct Prolaio to delete all information housed within the platform AND to revoke Prolaio's authorization to request health information; or
- Email support@prolaio.com with your name, email address associated with your Prolaio IAS account, phone number, and a short description of what you want (access, export, deletion, or revocation of consent).

We will respond within a reasonable time. If the law prevents us from fulfilling your request, we will notify you.

8. 💰 FEES AND CHARGES

We do not charge fees for IAS or for exercising any of the rights described here. If we charge fees in the future, we will tell you before you enroll in IAS. We will give you advance notice and clearly explain which services have fees, how and when fees are charged (for example, monthly or per transaction), when payment is due, and any grace periods. We will not charge fees without prior notice.

9. DURATION OF PROLAIO'S OBLIGATIONS

Our obligations under this TEFCA Notice apply during and after your use of IAS. These obligations continue even after you stop using IAS and remain in effect for as long as we keep any of your Individually Identifiable Information collected through IAS, as required by TEFCA and applicable law.

10. UPDATES TO THIS TEFCA NOTICE

We may update this TEFCA Notice from time to time. We will show any updates in a revised effective date at the top. If we make a material change, we will identify the changes so you can readily see what has been updated, notify enrolled users before the change takes effect, and get new IAS Consent as required. For non-material changes, your continued use of IAS after the effective date means you accept those changes.

Please know that we conspicuously post and make this TEFCA Notice available on any website and user-facing application that we offer to support IAS. When we make changes to this TEFCA Notice, it will be posted on such website(s) and application(s) no later than effective date of the change in the TEFCA Notice.

11. CONTACT US

If you have questions, concerns, or complaints about this TEFCA Notice or our privacy practices, please contact us. We keep records of all privacy complaints and our responses. You can reach us at:

Email: privacy@Prolaio.com

Telephone: 855-869-9054

Or in writing to:

Attention: Chief Privacy Officer

Prolaio, Inc.

230 West Monroe, Suite 2560

Chicago, IL 60606

www.Prolaio.com