

## **Updates from the Virgin Pulse Compliance Policy Team:**

### **The following consistent changes will be made across all agreements:**

- Change references from “health program” to “wellness program.”
- Highlight the importance of honesty and accuracy to help prevent members from allowing others from using their accounts or claiming undeserved rewards.
- Clarify that we will not require anyone to provide a credit card to redeem earned rewards, but that we may need a credit card number if the member wants to upgrade a reward or purchase products from the online store.
- Clarify that Virgin Pulse may directly take steps to curtail misconduct on the platform and may engage law enforcement for any illegal acts.
- Better outline what happens when we terminate a member account, whether that occurs at the request of the member or the client.
- Clarify that we may be subject to international sanction rules imposed by jurisdictions outside the US.
- Remove references to Max Buzz, including warranty information, because that information is available in documentation associated directly with Max Buzz, available here: <https://www.virginpulse.com/maxbuzzinfo>.
- Replace references to rules for participating in Groups or Teams in favor of general rules that apply to any feature that allows communications with other people, such as group chats, shout outs, blogs, and other communication channels.
- Change email contact from the Privacy Officer to a dedicated support team.
- Stop capitalizing we, us, and our.
- Correct typos, grammar, and formatting.

### **The following changes will be made to the Engage Membership Agreement:**

- Clarify when the agreement addresses services provided off platform, including coaching calls, on site screening events, Health Stations, and Program Partners.
- Define who Program Partners are and clarify that they are subject to their own terms and privacy notices.
- Clarify that Virgin Pulse does not directly provide medical care even if a Program Partner does provide medical care.
- Define and describe Health Stations, which have been referenced in previous versions but never explained.
- Define coaching services.
- Clarify that incentives, whether they are points or pulse cash, are treated the same with respect to earning and redeeming limitations.

### **The following changes will be made to the VP GO Membership Agreement:**

- Clarify the timeframe when an account is valid, and that accounts are automatically terminated after the challenge.

**The following changes will be made to the VP Passport User Agreement:**

- Change headers to be consistent with other VP user agreements. Standard question and answer format.
- Clarify that passport engagement is dictated by an employer, not by VP.
- Clarify that the employer may access and use the information collected by passport.
- Clarify that mandatory usage of Passport does not change the voluntary nature of other VP programs.

**The following changes will be made to the VP Transform Membership Agreement:**

- Change headers to be consistent with other VP user agreements. Standard question and answer format.
- Change references from participant to member.
- Define coaching services and health coach as part of the program.
- Clarify that a health coach will try to contact the member before terminating their membership for any reason.
- Delete references to specific activities to meet milestones, those will be described by the health coach as part of the program.

**The following changes will be made to the VP Transform Privacy Notice:**

In general, we made changes primarily to align the VP Transform Privacy Notice with Privacy Notices for other VP programs.

- Clarify our compliance with the Privacy Shield certification program post Schrems II decision, including use of standard contractual clauses. We also eliminated the stand-alone Privacy Shield Notice document.
- Clarify that the member may update contact preferences at any time.
- Add a statement that we do not collect data on anyone under age 13, and that we will delete the data at the request of a responsible adult.
- Clarify that members may use personal tracking devices rather than use one provided by Virgin Pulse.
- Add examples of what types of employees and contractors at Virgin Pulse may have access to member data.
- Expand the section on sharing data with Program Sponsors to make a distinction based on the sponsor category (employer, insurance, medical provider) and that each type of Program Sponsor may access different data.
- Enumerate data subject rights in a single, explicit list.
- Clarify that the member may need to contact the Program Sponsor to exercise some rights, including removing themselves from eligibility files.
- Add explanation of the right to opt-out of selling data, clarifying that Virgin Pulse does not sell data, so there is not functional way to opt out.
- Add contact information to file complaints, including VP Member Services contact information and contact information for an EU representative.