



## PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Synovation Medical Group (“**SMG**”) collects information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular **Consumer** or **Household** (“**Personal Information**”). Therefore, this Privacy Notice for California Residents (this “**Notice**”) is being provided by **SMG** to comply with the California Consumer Privacy Act as amended by the California Privacy Rights Act (collectively the “**CCPA**”). Nothing contained herein is intended to provide additional or different rights than those under the **CCPA**. This **Notice** was last updated on **December 31, 2025**.

**1. Who is a Consumer?** A “**Consumer**” (*pl.* “**Consumers**”) is a natural person who is a California resident. A “**Household**” is a group of **Consumers** who cohabitate with one another at the same residential address and share use of common devices or services.

**2. Which types of personal information are NOT CCPA Personal Information?** **CCPA Personal Information** does not include (i) publicly available information or lawfully obtained, truthful information that is a matter of public concern; or (ii) deidentified or aggregate **Consumer** information. The **CCPA** does not apply to medical (or protected health) information under the Confidentiality of Medical Information Act and/or the Health Insurance Portability and Accountability Act (“**HIPAA**”).

**3. What are the categories of sources from which SMG collects Personal Information?**

“**B2B**” (i.e., business-to-business) means the source is a person from whom **Personal Information** may be collected as part of a written or verbal communication or a transaction between **SMG** and a **Consumer**, where the communicating **Consumer** is a natural person who is acting as an employee, owner, director, officer, or contractor of a company, partnership, sole proprietorship, nonprofit, or government agency and whose communications or transaction with **SMG** occur solely within the context of **SMG** conducting due diligence regarding, or providing or receiving a product or service to or from, such company, partnership, sole proprietorship, nonprofit, or government agency.

“**HR**” (i.e., human resources) means the source is a person who provides **Personal Information** (i) in the course of the person acting as a job applicant to, or an employee, owner, director, officer, medical staff member, or contractor of, **SMG** (an “**Employee**”); (ii) as emergency contact information for an **Employee**; and/or (iii) to retain or administer benefits for a **Consumer** relating to an **Employee**.

“**Web**” (i.e., website) means the source is a person who visits **SMG**’s website and from whom **Personal Information** may be collected as described in **SMG**’s website privacy policy, which generally involves the use of internet cookies, web beacons, and website e-mail functions.

**Personal Information** can exist in various formats, including physical formats, digital formats, and abstract digital formats (ex. compressed or encrypted files, metadata, or artificial intelligence systems that are capable of outputting personal information).

**4. Which categories of *Personal Information* has *SMG* collected, and for how long does *SMG* retain *Personal Information*?** In the preceding 12 months, *SMG* has collected the following, which shall be retained as follows, from the corresponding sources (if ✓):

<i>Category</i>	<i>Examples / Description</i>	<i>Source</i>			<i>Retention Period</i>
		<i>B2B</i>	<i>HR</i>	<i>Web</i>	
Identifiers (“ <i>ID</i> ”)	Real name, alias, postal address, unique personal identifier, online identifier Internet Protocol address, e-mail address, account name, social security number, driver’s license number, passport number	✓	✓	✓	5 to 10-yr period(s)
Personal Information described in CA Civ. Code § 1798.80(e) (“ <i>1798.80(e)</i> ”)	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, health insurance information	✓	✓	✓	5 to 10-yr period(s)
Characteristics of Protected Classifications (“ <i>Class</i> ”)	Age (40 years or older), ancestry, citizenship, color, genetic information, marital status, leave requests, medical condition, physical or mental disability, pregnancy or childbirth, race, religion or creed, sex or gender, sexual orientation, veteran or military status		✓		5 to 10-yr period(s)
Commercial Information (“ <i>Com</i> ”)	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies		✓		5 to 10-yr period(s)
Biometric Information (“ <i>Bio</i> ”)	Fingerprint, face pattern, voice recordings, keystroke or gait patterns or rhythms, or sleep, health, or exercise data that contain identifying information	✓	✓		5 to 10-yr period(s)
Internet or Other Electronic Network Activity (“ <i>e-Activity</i> ”)	Browsing history, search history, and information regarding interaction with a website, application, or advertisement		✓	✓	5 to 10-yr period(s)
Geolocation Data (“ <i>Geoloc</i> ”)	Information on physical location and movement (ex. location of <i>Consumer</i> ’s computer)	✓	✓	✓	5 to 10-yr period(s)
Sensory Data (“ <i>Sensory</i> ”)	Audio, electronic, visual, thermal, olfactory, or similar information (ex. photographs, audio or visual recording)	✓	✓		5 to 10-yr period(s)
Professional or Employment-Related Information (“ <i>Emp</i> ”)	Job history or performance evaluations (ex. profession, place of work).	✓	✓		5 to 10-yr period(s)
Education Information (“ <i>Edu</i> ”)	Non-publicly available personally identifiable information directly related to a student maintained by an educational institution (ex. grades, class lists)		✓		5 to 10-yr period(s)
Inference Drawn from Personal Information (“ <i>Inf</i> ”)	Used in “ <i>Profiling</i> ” (i.e., any form of automated processing to evaluate certain personal aspects and in particular to analyze or predict aspects of performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location, or movement)		✓		5 to 10-yr period(s)

<i>Category L-"Sensitive Personal Information"...</i>	<i>Source</i>			<i>Retention Period</i>
	<i>B2B</i>	<i>HR</i>	<i>Web</i>	
That reveals social security number, driver license or ID card number, passport number		✓		5 to 10-yr period(s)
That reveals account log-in, financial account, debit or credit card number (with required security or access code)		✓		5 to 10-yr period(s)
That reveals precise geolocation				
That reveals racial or ethnic origin, religious or philosophical beliefs, union membership		✓		5 to 10-yr period(s)
That reveals content of mail, email, or text message (and <i>SMG</i> is not the intended recipient)				
That reveals genetic data				
That reveals neural data				
For processing of biometric information for the purpose of uniquely identifying a <i>Consumer</i>				
Collected and analyzed concerning a <i>Consumer's</i> health		✓		5 to 10-yr period(s)
Collected and analyzed concerning a <i>Consumer's</i> sex life or sexual orientation				

*SMG* retains the following for the corresponding period starting from the later of the date the *Employee's* relationship with *SMG* ended or the fulfillment of the purpose for which the *Personal Information* was collected; however, the retention period is subject to extensions, each of the same duration, to comply with a legal obligation or to defend or prosecute a legal action:

<i>Personal Information</i> in Inbox/Outbox Assigned to Executive or Professional <i>Employee</i>	10 years
<i>Personal Information</i> in Inbox/Outbox Assigned to Other <i>Employee</i>	6 years

## **5. Does *SMG* Sell or Share *Personal Information*?**

“*Sell*” (pa. t. “*Sold*”, prog. “*Selling*”) means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, *Personal Information* to a *Third-Party* for monetary or other valuable consideration. “*Share*” (pa. t. “*Shared*”, prog. “*Sharing*”) means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, *Personal Information* to a *Third-Party* for cross-context behavioral advertising, whether or not for valuable consideration. For purposes of the *CCPA*, a business neither *Sells* nor *Shares Personal Information* when (i) a *Consumer* directs *SMG* to disclose *Personal Information* and/or interact with one or more *Third-Parties*; (ii) *SMG* uses an identifier for a *Consumer* who has opted out of the *Sale* or *Sharing*, or limited the use, of the *Consumer's Sensitive Personal Information* for the purpose of alerting persons thereof; or (iii) *SMG* transfers to a *Third-Party* the *Personal Information* as an asset in a merger, acquisition, bankruptcy, or other transaction in which the *Third-Party* assumes control of all or part of *SMG*, provided that the use is consistent with applicable law.

In the preceding 12 months, *SMG* has not *Sold* or *Shared Personal Information* and has no actual knowledge that it has *Sold* or *Shared* the *Personal Information* of minors under 16 years of age.

## 6. Does **SMG** disclose *Personal Information*?

**SMG** may disclose *Personal Information* to another business, a *Third-Party*, a *Contractor*, or a *Service Provider* for a *Business Purpose* or *Commercial Purpose*. When **SMG** discloses *Personal Information* to a *Contractor* or *Service Provider*, **SMG** generally requires the recipient to keep the *Personal Information* confidential.

“*Business Purpose*“ means operational purposes or other notified purposes, provided that the use of *Personal Information* shall be reasonably necessary and proportionate to achieve the operational purpose for which the *Personal Information* was collected or processed or for another operational purpose that is compatible with the context in which the *Personal Information* was collected.

“*Commercial Purpose*” means to advance a person’s commercial or economic interest (ex. by inducing another person to buy, join, or exchange a product or service).

A “*Service Provider*” is a person that processes personal information on behalf of a business and that receives *Personal Information* from or on behalf of the business for a *Business Purpose* pursuant to a written contract that meets certain *CCPA* requirements. A “*Contractor*” is a person to whom **SMG** makes available *Personal Information* for a *Business Purpose* pursuant to a written contract that meets certain *CCPA* requirements. A “*Third-Party*” (pl. “*Third-Parties*”) is a person who is neither **SMG** nor a *Contractor* or *Service Provider*.

In the preceding 12 months, **SMG** has disclosed the following (✓) categories of *Personal Information* to the following (✓) categories of *Third-Parties* for a *Business Purpose*:

Categories of <i>Personal Information</i> (see Q4)	Benefits Manager and Admin.	Patients and Their Family	Other Healthcare Providers	Vendors and Contractors	Insurers and Payors	Brokers and Prof. Advisers	Others per Law or Reg.
✓ ID	✓	✓	✓	✓	✓	✓	✓
✓ 1798.80(e)	✓	✓	✓	✓	✓	✓	✓
✓ Class	✓					✓	✓
✓ Com	✓				✓	✓	✓
✓ Bio	✓	✓	✓	✓	✓	✓	✓
e-Activity							
✓ Geoloc				✓			
✓ Sensory	✓	✓	✓	✓	✓	✓	✓
✓ Emp	✓	✓	✓	✓	✓	✓	✓
✓ Edu		✓	✓			✓	✓
✓ Inf						✓	✓
✓ Sensitive	✓				✓	✓	✓

**7. For what purpose does *SMG* use or disclose *Personal Information*?** *SMG* uses and discloses *Personal Information* for the following *Business Purpose* or *Commercial Purpose*:

- i. To fulfill or meet the reason for which the *Personal Information* was provided by, or as described to, the *Consumer* when the *Personal Information* was collected and to manage *SMG*'s relationship with the *Consumer*;
- ii. To recruit personnel, to conduct job-related screenings and checks, to monitor employment eligibility and work-related credentials, and to conduct performance-related reviews;
- iii. To ensure workplace safety and to conduct payroll management and benefits administration;
- iv. To create, customize, maintain, and secure a *Consumer*'s account with *SMG*;
- v. To provide services or sell products, to conduct research and educational programs, to provide information on products, services, programs, and benefits, and to bill for services;
- vi. To respond to inquiries, investigate and address concerns, and improve *SMG*'s responses;
- vii. To improve and secure *SMG*'s website and present its contents to visitors and guests;
- viii. To respond to law enforcement requests and to comply with by applicable law, regulation, court order, or legal process;
- ix. To exercise or defend legal claims; and
- x. To evaluate or conduct a merger, reorganization, dissolution, or asset acquisition in which *Personal Information* held by *SMG* may be among the assets transferred.

*SMG* limits the use and disclosure of *Sensitive Personal Information* to the following:

- i. To perform the services or provide the goods reasonably expected by an average *Consumer* who requests those goods or services;
- ii. To prevent, detect, and investigate security incidents that compromise the availability, authenticity, integrity, or confidentiality of stored or transmitted *Personal Information*;
- iii. To resist malicious, deceptive, fraudulent, or illegal actions directed at *SMG* and to prosecute those responsible for those actions;
- iv. To ensure the physical safety of natural persons;
- v. Short-term, transient use where the *Personal Information* is not disclosed to a *Third-Party* and is not used to build a profile about the *Consumer* or otherwise alter the *Consumer*'s experience outside the current interaction with *SMG*;
- vi. To perform services on behalf of *SMG*, such as maintaining or servicing *SMG* accounts;
- vii. To verify or maintain the quality or safety of a product, service, or device owned or controlled by *SMG* or to improve, upgrade, or enhance the same; or
- viii. To collect or process *Sensitive Personal Information* where the collection or processing is not for the purpose of inferring characteristics about a *Consumer*.

If *SMG* were to use or disclose *Sensitive Personal Information* other than as provided above, a *Consumer* would have the right to direct *SMG* to limit the use of the *Consumer*'s *Sensitive Personal Information* to that use which is necessary to (i) perform the services or provide the goods reasonably expected by an average *Consumer* who requests those goods or services; and (ii) perform services permitted or authorized by applicable law or regulation.

## **8. What rights do *Consumers* have with regard to *Personal Information* collected by *SMG*?**

- i. **Right to Know.** A *Consumer* has the right to know what *Personal Information* has *SMG* collected about the *Consumer*. Once *SMG* receives and verifies a verifiable *Consumer* request, *SMG* will disclose (a) the categories of *Personal Information* collected about the *Consumer*; (b) the categories of sources from which the *Personal Information* was collected; (c) the *Business Purpose* or *Commercial Purpose* for collecting, *Selling*, or *Sharing* the *Personal Information*; (d) the categories of *Third-Parties* to whom the *Personal Information* has been disclosed; and (e) the specific pieces of *Personal Information* *SMG* has collected about the *Consumer*.
- ii. **Right to Request Correction.** A *Consumer* has the right to request that *SMG* correct inaccurate *Personal Information* about the *Consumer* maintained by *SMG*. Once *SMG* receives and verifies a verifiable *Consumer* request, *SMG* will use commercially reasonable efforts to correct the inaccurate *Personal Information* in accordance with applicable law.
- iii. **Right to Request Deletion.** A *Consumer* has the right to request that *SMG* delete any of the *Consumer's Personal Information* that *SMG* collected and retained from the *Consumer*—subject to exemptions and limitations. Once *SMG* receives and verifies a verifiable *Consumer* request, *SMG* will delete (and will notify any relevant *Service Provider* or *Contractor* to delete) the *Consumer's Personal Information* from its records unless an exemption or limitation applies. *SMG* may deny a deletion request if the *CCPA* does not require deletion or if retaining the *Personal Information* is reasonably necessary to do any of the following:
  - a. Complete the transaction for which the *Personal Information* was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by the *Consumer*, or reasonably anticipated within the context of a business's ongoing business relationship with the *Consumer*, or otherwise perform a contract between the business and the *Consumer*;
  - b. Help to ensure security and integrity to the extent the use of the *Consumer's Personal Information* is reasonably necessary and proportionate for those purposes;
  - c. Debug to identify and repair errors that impair existing intended functionality;
  - d. Exercise free speech, ensure the right of another *Consumer* to exercise his or her right of free speech, or exercise another right provided for by law;
  - e. Comply with the California Electronic Communications Privacy Act pursuant to Chapter 3.6 (commencing with Section 1546) of Title 12 of Part 2 of the Penal Code;
  - f. Engage in public or peer-reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when the business's deletion of the *Personal Information* is likely to render impossible or seriously impair the achievement of such research, if the *Consumer* has provided informed consent;
  - g. To enable solely internal uses that are reasonably aligned with the expectations of the *Consumer* based on the *Consumer's* relationship with the business and compatible with the context in which the *Consumer* provided information; and/or
  - h. Comply with a legal obligation.

iv. **Rights Regarding the *Sale* or *Sharing* of *Personal Information*.**

- a. ***Consumers*** who are 16 years of age or older have the right, at any time, to direct a business subject to the ***CCPA*** not to ***Sell*** or ***Share*** (to ***Third-Parties***) their ***Personal Information***, and ***Consumers*** who opt in to a ***Sale*** or ***Sharing*** of ***Personal Information*** (which ***Consumers*** may do at any time) may opt out of future ***Sales*** or ***Sharing*** at any time, and the business is required to wait at least 12 months from the opt out request before asking the ***Consumer*** to reauthorize the ***Sale*** or ***Sharing*** of ***Personal Information***.
- b. A business subject to the ***CCPA*** is generally prohibited from ***Selling*** or ***Sharing*** (to ***Third-Parties***) the ***Personal Information*** of a ***Consumer*** the business actually knows is less than 16 years of age unless the business receives affirmative authorization as required by applicable law.
- c. While ***SMG*** discloses ***Personal Information*** for a ***Business Purpose***, ***SMG*** does not ***Sell*** ***Personal Information*** and does not engage in cross-context behavioral advertising.
- d. A ***Consumer*** has the right to request the disclosure to the ***Consumer*** of (a) the categories of ***Personal Information*** that has been collected and ***Sold*** or ***Shared*** about the ***Consumer***; (b) the categories of ***Third-Parties*** to whom the ***Personal Information*** was ***Sold*** or ***Shared***; and (c) the categories of ***Personal Information*** that has been disclosed about the ***Consumer*** for a ***Business Purpose*** and the categories of persons to whom it was disclosed for a ***Business Purpose***.
- e. If another business transfers the ***Personal Information*** of a ***Consumer*** as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which ***SMG*** assumes control of all or part of the transferor, then ***SMG*** shall comply with a consumer's opt out direction to the transferor.

**9. How can a *Consumer* exercise the *Consumer's CCPA rights*?** To exercise the rights described in this ***Notice***, a ***Consumer*** must submit a verifiable ***Consumer*** request to the following:

Synovation Medical Group

10565 Civic Center Dr. East Bldg. Ste. 250 Rancho Cucamonga, CA 91730

Phone (Toll Free): (800)807-3422

E-mail: [info@synovationmedicalgroup.com](mailto:info@synovationmedicalgroup.com)

Website: [www.synovationmedicalgroup.com](http://www.synovationmedicalgroup.com)

A ***Consumer*** is not required to create an account with ***SMG*** to submit a verifiable ***Consumer*** request. However, a request can be made only by a ***Consumer***, a ***Consumer*** on behalf of the ***Consumer's*** minor child, a natural person or a person registered with the Secretary of State and authorized by the ***Consumer*** to act on the ***Consumer's*** behalf, or a person who has power of attorney or is acting as a conservator for the ***Consumer***. The request must provide sufficient information to allow ***SMG*** to (i) reasonably verify that the requestor is the ***Consumer*** or an authorized representative of the ***Consumer*** (ex. 2 or more identifiers and/or a copy of the ***Consumer***-signed authorization or power of attorney); and (ii) properly process the request. ***SMG*** will use the ***Personal Information*** provided in a request only to verify the requestor's identity and authority to make the request and to associate the ***Personal Information*** provided in the request to any ***Personal Information*** previously collected by ***SMG***.

**SMG** can neither provide **Personal Information** nor respond to a request if **SMG** cannot verify the requestor's identity and authority to make the request and/or receive **Personal Information**. For requests to know, (i) **SMG** is not obligated by the **CCPA** to provide information to the same **Consumer** more than twice in a 12-month period; and (ii) **SMG** is not required to search for **Personal Information** if (a) **SMG** does not maintain the **Personal Information** in a searchable or reasonably accessible format, (b) **SMG** maintains the **Personal Information** solely for legal or compliance purposes, (c) **SMG** does not **Sell** the **Personal Information** and does not use it for any **Commercial Purpose**, and (d) **SMG** describes to the **Consumer** the categories of records that may contain **Personal Information** that it did not search because it meets the foregoing conditions. If **SMG** denies a verifiable **Consumer** request because of a conflict with federal or state law or of an exception to the **CCPA**, **SMG** shall inform the requestor and explain the basis for the denial unless prohibited by law.

**SMG** will confirm receipt of a request within 10 business days of receiving the request. **SMG** will generally respond to a verifiable **Consumer** request within 45 calendar days of its receipt. If **SMG** requires more time, the **Consumer** will be informed of the reason and the extension period—up to an additional 45 calendar days—in writing. The response will be delivered through the **Consumer**'s account with **SMG** if the **Consumer** maintains an account with **SMG** that permits delivery; otherwise, the response will be delivered by mail or electronically (at the **Consumer**'s option). For data portability requests, **SMG** will provide the **Personal Information** in a readily useable format that allows the **Consumer** to transmit the **Personal Information** from one entity to another entity without hindrance. **SMG** will not charge a fee to process or respond to a verifiable **Consumer** request except when the request is manifestly unfounded, excessive, or repetitive. If a request is manifestly unfounded, excessive, or repetitive, **SMG** may either charge a reasonable fee or refuse to act on the request and notify the **Consumer** of the reason for refusing the request.

**Nondiscrimination.** **SMG** will not discriminate against a **Consumer**—because the **Consumer** exercised any of the **Consumer**'s **CCPA** rights—by (i) denying goods or services to the **Consumer**; (ii) charging different prices or rates for goods or services to the **Consumer**; (iii) providing a different level or quality of goods or services to the **Consumer**; (iv) suggesting that the **Consumer** will receive a different price or rate for goods or services or a different level or quality of goods or services; and/or (v) engaging in any other discriminatory or retaliatory action.

**About this Notice.** **SMG** may change this **Notice** at any time on notice by e-mail or by posting on **SMG**'s website. Please refer to the following for additional information and resources:

Synovation Medical Group  
10565 Civic Center Dr. East Bldg. Ste. 250 Rancho Cucamonga, CA 91730  
Phone (Toll Free): (800)807-3422

E-mail: [info@synovationmedicalgroup.com](mailto:info@synovationmedicalgroup.com)

Website: [www.synovationmedicalgroup.com](http://www.synovationmedicalgroup.com)

Website Privacy Policy: <https://www.synovationmedicalgroup.com/privacy-policy/>