

PRIVACY POLICY

MedConcert is concerned about your privacy. The nature of the services provided on the Website requires that MedConcert collects and uses certain information about you. This Privacy Policy is part of the End User License Agreement and explains what personal information MedConcert collects from you, the manner in which MedConcert collects it, and the purposes for that collection. This Privacy Policy is designed to ensure that you are aware of how your personal information is being used and to provide you with choices about that use. By visiting the Website or submitting your personal information, you accept the terms described in this Privacy Policy.

COLLECTION OF PERSONAL INFORMATION

When you register on our Website, we will ask you for certain personal information such as, for example, your address, telephone number, and e-mail address. If you send MedConcert any correspondence, such as e-mails or letters, MedConcert may retain the information they contain. If any third parties provide information to us about you, we will treat that information in accordance with this Privacy Policy.

You may choose to disclose or not disclose the personal information we request during the registration process; however, if you choose not to disclose the requested information, we may not be able to provide you with some or all of the information or services you request.

AUTOMATED INFORMATION COLLECTION

MedConcert automatically tracks certain information about you based upon your behavior while visiting the Website. This information is used to better understand and serve you by responding to your particular interests and needs. This information may include the Uniform Resource Locator (URL) that you just came from (whether this URL is on the site or not), which URL you next go to (whether this URL is on the site or not), what browser you are using, and your IP address. MedConcert may collect this information and may store this session information about you on our system. Any such information associated with you personally is subject to this Privacy Policy.

You can turn off the ability to receive any of these cookies by adjusting the browser on your computer. Most browsers offer instructions on how to reset the browser to reject cookies in the "Help" section of the toolbar. If you refuse cookies, however, certain functions and conveniences of the Website may not work properly.

HOW WE USE YOUR INFORMATION

We use the information collected automatically to obtain general statistics regarding the use of the Website and its specific web pages and to evaluate how our visitors use and navigate the Website. For example, we may calculate the number of people who use the Website, open our emails, and determine which pages are most popular.

MedConcert uses the information you provide through the registration process to provide you with the information and services you request, to communicate with you on matters relating to the Website and your account, to provide necessary information to accrediting or certifying bodies and other of our business affiliates (but only in connection with the information and services you request from us) to provide you with information about related services and/or products.

MedConcert may also use information about you to resolve disputes, troubleshoot problems, or enforce our rights. At times, MedConcert may review the information of multiple users to identify problems or to resolve disputes.

Opt-Out Policy: If you do not wish to receive certain communications from MedConcert you may opt out by declining the service offered or informing us that you no longer wish to receive such communications. We will comply with your request unless such communications are necessary for the administration of your account, required by law, or necessary to protect our rights.

SHARING WITH THIRD PARTIES

Some of your private information may be disclosed to third parties (for example, accrediting bodies for continuing education or entities which provide board certifications) in order to provide the information and services that you request, and may be used by both MedConcert and third parties to provide that information and/or perform those services. You acknowledge that certain activities may require MedConcert to share your private information, your patient-level data, and/or the activity's results with the associated third party accreditor or entity providing board certification. We are not responsible for the use of any such information by such third party accreditor or entity providing board certification, including use by any of the same in a manner not intended when such information is disclosed to them.

We may combine, in a non-personally-identifiable format, the information that MedConcert collects from you with information from other users to create aggregate data, which may be shared with third parties. For example, MedConcert might inform third parties regarding the number of users of our Website and their collective interaction within the Website.

The aggregate data that we may share does not contain any information that could be used to identify or contact you, and we require parties with whom we share aggregate data to agree that they will not attempt to make this information personally identifiable, such as by combining it with other databases. We will not disclose your personal information to any third party without your prior permission, except as otherwise permitted by this Privacy Policy or the End User License Agreement into which it is incorporated by reference.

HIPAA MATTERS

Certain information which may be inputted by you into MedConcert could be protected health information (PHI) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The further disclosure of such information is covered by the HIPAA Business Associate Addendum set forth at the end of this privacy policy. MEDCONCERT MAKES NO WARRANTY OR REPRESENTATION THAT THE HIPAA BUSINESS ASSOCIATE ADDENDUM IS NECESSARY AND/OR SUFFICIENT FOR THE COMPLIANCE BY YOU OR ANY HEALTHCARE PROFESSIONAL WITH HIPAA, THE PRIVACY AND SECURITY RULES, AND/OR ANY OTHER APPLICABLE LAW OR REGULATION PERTAINING TO THE CONFIDENTIALITY, USE OR SAFEGUARDING OF HEALTH INFORMATION. MEDCONCERT MAKES NO WARRANTY OR REPRESENTATION THAT THE DISCLOSURES OF INFORMATION BY YOU OR ANY HEALTHCARE PROFESSIONAL TO MEDCONCERT ARE PERMISSIBLE UNDER HIPAA AND/OR THE PRIVACY AND SECURITY RULES. YOU AND EACH HEALTHCARE PROFESSIONAL ARE SOLELY RESPONSIBLE FOR ALL DECISIONS YOU MAKE REGARDING THE USE, DISCLOSURE OR SAFEGUARDING OF "PROTECTED HEALTH INFORMATION."

OTHER DISCLOSURE

Technical and legal circumstances beyond our control could prevent MedConcert from ensuring that your information will never be disclosed in ways not otherwise described herein. For example, among other things, we may be required by law, regulation or court order to disclose information to government representatives or third parties under certain circumstances. If MedConcert is requested by law enforcement officials or judicial authorities to provide information on individuals, MedConcert may, without your consent, provide such information. In matters involving claims of personal or public safety or in litigation where the data is pertinent, MedConcert may use or disclose your personal information without your consent or court process. Unauthorized parties may unlawfully intercept or access transmissions despite any commercially reasonable security efforts by MedConcert. Even with such technology, no website is 100% secure. Further, corporate restructurings, sale of assets, merger, divestiture and other changes of control or financial status affecting the Website may require disclosure as an incidental result of a transfer of assets by operation of law or otherwise. Therefore, MedConcert does not promise, and you should not expect, that your private information shall remain private under all circumstances and you shall not hold MedConcert or its business associates liable for its failure to do so.

YOUR RIGHTS

You may review and update the personal information you have provided to MedConcert and change certain choices you have made concerning the sharing of your personal information, by making changes in your Profile.

You may at any time print, download, or request a printed copy of this Privacy Policy or the End User License Agreement into which it is incorporated by reference.

SECURITY

MedConcert uses commercially reasonable efforts to ensure the security of your personal information, but no method of transmitting or storing electronic data is ever completely secure, and MedConcert cannot guarantee that your information will never be accessed, used, or released in a manner that is inconsistent with this policy.

LINKS TO OTHER WEBSITES

This privacy policy only applies to information collected by the MedConcert Website. Any information you provide to, or that is collected by, third-party sites is not subject to this Privacy Policy and may be subject to the privacy policies of those sites, if any. It is the sole responsibility of such third parties to adhere to any applicable restrictions on the disclosure of your personal information, and MedConcert and our affiliates shall not be liable for the wrongful use or disclosure of your personal information by any third party.

TRANSFER OF DATA OUTSIDE YOUR HOME COUNTRY

Your information will be stored, processed, and accessed in the United States. If you use the Website from outside of the United States, you consent to the transfer of your information to the United States (i.e., outside your country of residence).

CHANGES TO THIS POLICY

From time to time MedConcert may modify this Privacy Policy. You can view the most recent version of the Privacy Policy at any time by clicking the “Privacy Policy” link at the bottom of pages on the Website. Your continued use of the Website after any modification indicates your agreement to the new terms.

CONTACT US

If you have any questions that are not answered elsewhere on this site, if you would like to review the personally identifiable information we have collected about you, or if you believe that this policy has been violated, please contact us at support@medconcert.com. Our response to such inquiries may be limited to information under our direct control.

Business Associate Addendum

I. DEFINITIONS

- A. **Breach.** “Breach” shall have the meaning given to such term at 45 C.F.R. § 164.402.
- B. **Breach Notification Rule.** “Breach Notification Rule” shall mean the rule related to breach notification for Unsecured Protected Health Information at 45 C.F.R. Parts 160 and 164.
- C. **Business Associate.** “Business Associate” shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 C.F.R. § 160.103, and in this case shall include CECity.com, Inc. and its affiliates.
- D. **Covered Entity.** “Covered Entity” shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 C.F.R. § 160.103, and in this case may include users of the website to which this Addendum relates.
- E. **Designated Record Set.** “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, codified at 45 C.F.R. § 164.501.
- F. **Electronic Protected Health Information or “EPHI”.** “Electronic protected health information” or “EPHI” shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- G. **HIPAA.** “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996.
- H. **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, subparts A and E.
- I. **Protected Health Information or “PHI”.** “Protected Health Information” or “PHI” shall have the meaning given to such term under the Privacy and Security Rules, codified at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- J. **Security Rule.** “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 C.F.R. § 164 Subparts A and C.
- K. **Unsecured PHI.** “Unsecured PHI” shall have the meaning given to such phrase under the Breach Notification Rule at 45 C.F.R. § 164.402.
- L. Other terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules.

II. PRIVACY RULE OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. **Limitations on Disclosure.** Business Associate agrees to not use or disclose PHI other than as permitted or required by this Addendum or as Required by Law. Business Associate shall not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, unless expressly permitted to do so pursuant to the Privacy Rule and this Addendum.
- B. **Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use of disclosure of PHI other than as permitted by this Addendum or as Required by Law.
- C. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- D. **Reporting of Disclosures.** Business Associate agrees to report to Covered Entity any use or disclosure of PHI not permitted by this Addendum after becoming aware of such disclosure.

- E. **Subcontractors.** Business Associate agrees to ensure, consistent with 45 C.F.R. § 164.502(e)(1)(ii), that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such PHI.
- F. **Obligations on Behalf of Covered Entity.** To the extent Business Associate carries out an obligation for which Covered Entity is responsible under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.
- G. **Access.** To the extent Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity, at the request of Covered Entity, or, as directed by Covered Entity, to an Individual or a third party designated by the Individual, in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.
- H. **Amendment.** To the extent Business Associate has PHI in a Designated Record Set and to the extent applicable, Business Associate agrees to make PHI in a Designated Record Set available to Covered Entity for purposes of amendment, per 45 C.F.R. § 164.526.
- I. **Accounting.** To the extent applicable, Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- J. **Availability of Books and Records.** Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- K. **Minimum Necessary.** Business Associate agrees to only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Covered Entity agrees to only disclose the minimum PHI necessary to accomplish the purpose of the disclosure.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. **Uses and Disclosures of PHI.** Except as provided in Paragraphs B, C, D and E, below, Business Associate may only use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity to provide the features, information and services which may be agreed to by Business Associate and the Covered Entity and for the purposes of analysis, research and publication.
- B. **Use for Management and Administration.** Except as otherwise limited in this Addendum, Business Associate may, consistent with 45 C.F.R. § 164.504(e)(4), use PHI if necessary (i) for the proper management and administration of the Business Associate, or (ii) to carry out the legal responsibilities of the Business Associate.
- C. **Disclosure for Management and Administration.** Except as otherwise limited in this Addendum, Business Associate may, consistent with 45 C.F.R. § 164.504(e)(4), disclose PHI for the proper management and administration of the Business Associate, provided that (i) the disclosures are Required By Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed ("Person") that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the Person, and the Person notifies the Business Associate in writing of any instances of which it becomes aware in which the confidentiality of the information has been breached.

- D. **Data Aggregation.** Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- E. **De-Identification.** Business Associate may de-identify PHI received from Covered Entity, consistent with the Privacy Rule's standards for de-identification. 45 C.F.R. § 164.514.
- F. **Reporting Violations.** Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

IV. SECURITY RULE OBLIGATIONS

- A. **Compliance with the Security Rule.** Business Associate agrees to comply with the Security Rule with respect to EPHI and have in place Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the EPHI and to prevent the use or disclosure of EPHI other than as permitted by this Addendum or as Required by Law.
- B. **Subcontractors.** Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits EPHI on behalf of Business Associate agrees in writing to comply with the Security Rule with respect to such EPHI.
- C. **Security Incident Reporting.** Business Associate shall report any Security Incident promptly upon becoming aware of such incident. Separate from the requirements related to Security incident reporting, Business Associate shall also make the reports set forth below in Section V, related to Breach of Unsecured PHI.

V. BREACH NOTIFICATION RULE OBLIGATIONS

- A. **Notification Requirement.** To the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or disclosure Unsecured PHI, it will, following the discovery of a Breach of such information, notify the Covered Entity of such Breach.
- B. **Contents of Notification.** Any notice referenced above in Paragraph V(A) of this Addendum will include, to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such Breach. Business Associate will also provide to Covered Entity other available information that Covered Entity is required to include it is notification to the individual.

VI. TERM AND TERMINATION

- A. **Term.** The Term of this Addendum shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI (as provided in Paragraph VI(C) below), protections are extended to such information, in accordance with the termination provisions in this Section.
- B. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach of the terms of this Addendum by Business Associate, Covered Entity:
 - i. Shall provide an opportunity for Business Associate to cure, and, if Business Associate does not cure the breach within 30 days, Covered Entity may immediately terminate this Addendum; or
 - ii. May immediately terminate this Addendum if Covered Entity has determined that (a) Business Associate has breached a material term of this Addendum, and (b) cure is not possible.

C. Effect of Termination.

- i. Except as provided below in Paragraph ii of this Section, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors of Business Associate and Business Associate is obligated to ensure that such PHI is returned or destroyed consistent with this Addendum. Business Associate and its Subcontractors shall retain no copies of the PHI.
- ii. Where Business Associate asserts that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Business Associate's good faith representations that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. MISCELLANEOUS

- A. **Regulatory References.** A reference in this Addendum to a section in the Privacy or Security Rule means the section as in effect at the relevant time.
- B. **No Third Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity and Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- C. **Disclaimer.** Business Associate makes no warranty or representation that compliance by Covered Entity with this Addendum is satisfactory for Covered Entity to comply with any obligations it may have under HIPAA, the Privacy and Security Rules, or any other applicable law or regulation pertaining to the confidentiality, use or safeguarding of health information. Covered Entity is solely responsible for all decisions it makes regarding the use, disclosure or safeguarding of PHI.