

PRIVACY POLICY

The ABO Website is concerned about your privacy. The nature of the services provided on the Website requires that the ABO Website collect and use certain information about you. This Privacy Policy explains what personal information the ABO Website collects from you, the manner in which the ABO Website 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 the ABO Website a correspondence, such as e-mails or letters, the ABO Website 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

The ABO Website 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. 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. The ABO Website may collect this information and may store this session information about you on our system. Any such information as 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 which pages are most popular.

The ABO Website 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.

The ABO Website may also use information about you to resolve disputes, troubleshoot problems, or enforce our rights. At times, the ABO Website 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 the ABO Website 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 in order to provide the information and services that you request, and may be used by both the ABO Website and third parties to provide that information and/or perform those services. You acknowledge that certain activities may require the ABO Website to share your private information, your patient-level data, and/or the activity's results with the associated third party accreditor. We are not responsible for the use of any such information by such third party accreditor, 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 the ABO Website collects from you with information from other users to create aggregate data, which may be shared with third parties. For example, the ABO Website 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 input by you into the ABO Website could be protected health information 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. THE ABO WEBSITE IS NOT A "COVERED ENTITY" AS THAT PHRASE IS DEFINED UNDER HIPAA (PUB. L. 104-191) AND/OR THE PRIVACY AND SECURITY RULES, 45 C.F.R. PARTS 160 & 164 SUBPARTS C AND E. AS SUCH, THE ABO WEBSITE IS NOT SUBJECT TO HIPAA OR THE PRIVACY AND SECURITY RULES. THE ABO WEBSITE MAKES NO WARRANTY OR REPRESENTATION THAT THE 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. THE ABO WEBSITE MAKES NO WARRANTY OR REPRESENTATION THAT THE DISCLOSURES OF INFORMATION BY YOU OR ANY HEALTHCARE PROFESSIONAL TO THE ABO WEBSITE ARE PERMISSIBLE UNDER HIPAA AND/OR THE PRIVACY AND SECURITY RULES. YOU AND EACH HEALTHCARE PROFESSIONAL IS SOLELY RESPONSIBLE FOR ALL DECISIONS IT MAKES REGARDING THE USE, DISCLOSURE OR SAFEGUARDING OF "PROTECTED HEALTH INFORMATION."

OTHER DISCLOSURE

Technical and legal circumstances beyond our control could prevent the ABO Website 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 the ABO Website is requested by law enforcement officials or judicial authorities to provide information on individuals, the ABO Website may, without your consent, provide such information. In matters involving claims of personal or public safety or in litigation where the data is pertinent, the ABO Website 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 the ABO Website. 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, the ABO Website does not promise, and you should not expect, that your private information shall remain private under all circumstances and you shall not hold the ABO Website 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 the ABO Website and change certain choices you have made concerning the sharing of your personal information, by making changes on the "My ABO" tab at the top of the page.

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

The ABO Website 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 the ABO Website 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 ABO 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 the ABO Website 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 the ABO Website 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 techsupport@abopt.org. Our response to such inquiries may be limited to information under our direct control.

**HIPAA BUSINESS ASSOCIATE ADDENDUM
(Privacy & Security)**

I. DEFINITIONS

- A. 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 www.americanboardofoptometry.com, the American Board of Optometry, CECity.com, Inc. and their respective affiliates.
- B. 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 shall include any user of the website to which this Addendum relates.
- C. 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.
- D. 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.
- E. HIPAA.** “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996.
- F. Individual.** “Individual” shall have the meaning given to such term under the Privacy Rule, codified at 45 C.F.R. § 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- G. 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.
- H. Privacy and Security Rules.** “Privacy and Security Rules” shall mean the federal regulations set forth at 45 C.F.R. Parts 160 and 164 issued pursuant to HIPAA.
- 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.
- J. Required by Law.** “Required by Law” shall have the meaning given to such term under the Privacy Rule, codified at 45 C.F.R. § 164.103.
- K. 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.
- L. Secretary.** “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

- M. 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. 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 provided for 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 provided for by this Addendum of becoming aware of such disclosure.
- E. **Agents and Subcontractors.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.
- F. **Access.** To the extent Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access to Covered Entity, at the request of Covered Entity, to PHI in a Designated Record Set, in order to meet the requirements under 45 C.F.R. § 164.524.
- G. **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.
- H. **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.
- I. **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.

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 offered through the ABO Website 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 42 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 42 C.F.R. § 164.502(j)(1).

IV. SECURITY RULE OBLIGATIONS

- A. **Business Associate Obligations.** Business Associate shall implement the requirements set forth in this Section IV with regard to EPHI.
- B. **Safeguards.** Business Associate shall have in place Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the EPHI that it creates, receives, maintains or transmits on behalf of Covered Entity pursuant to the Addendum.
- C. **Subcontractors.** Business Associate shall ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- D. **Security Incident Reporting.** Business Associate shall report any Security Incident promptly upon becoming aware of such incident.

V. 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 V(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:
1. 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;
 2. 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; or
 3. If Covered Entity determines that neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- C. Effect of Termination.**
1. Except as provided below in Paragraph 2 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 or agents 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 or agents shall retain no copies of the PHI.
 2. 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.

VI. 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 expressly disclaims that it is subject to HIPAA and/or the Privacy and Security Rules, since it is not a “Covered Entity” as that term is defined under HIPAA. 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 Rule, 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.