



Online Terms & Agreement, and Privacy Statement

Please read the MyEvaluations.com[®] Privacy Statement and Online Agreement for Users and Sponsoring Organizations - they include disclaimers of liability and other matters of interest to users, the department and the institution. By pressing the "I Agree" button at the end of the agreement, you agree electronically to the applicable terms and conditions of the User Agreements. By pressing "I Disagree," you will be returned to the MyEvaluations.com home page without being logged into the system.

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Privacy Statement

MyEvaluations.com is a licensee of the TRUSTe Privacy Program. TRUSTe is an independent, non-profit organization whose mission is to build users' trust and confidence in the Internet by promoting the use of fair information practices. Because this web site wants to demonstrate its commitment to your privacy, it has agreed to disclose its information practices and have its privacy practices reviewed for compliance by TRUSTe. By displaying the TRUSTe trustmark, MyEvaluations.com has agreed to notify you of:



1. What personally identifiable information of yours or third party personally identifiable information that is collected from you through the web site
2. The organization collecting the information
3. How the information is used
4. With whom the information may be shared
5. What choices are available to you regarding collection, use and distribution of the information
6. The kind of security procedures that are in place to protect the loss, misuse or alteration of information under MyEvaluations.com's control
7. How you can correct any inaccuracies in the information.

If you have questions or concerns regarding this statement, you should first contact MyEvaluations.com (www.MyEvaluations.com) by email, or call (646) 422-0554, or write to: MyEvaluations.com c/o Privacy Policy, 1275 First Avenue #234, NY, NY 10021. If you do not receive acknowledgment of your inquiry or your inquiry has not been satisfactorily addressed, you should then contact TRUSTe at TRUSTe Watchdog TRUSTe will then serve as a liaison with the Web site to resolve your concerns.

Privacy Principles

MyEvaluations.com knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This notice was last updated September 10, 2008, and describes our Privacy Principles.

What Do We Gather?

We receive and store information that is provided by your institution (e.g., Hospital, University, or Organization) and your responses to evaluation questions and other submitted data. Some of the evaluation information we collect (e.g. resident-of-attending or nurse-of-resident evaluations) is **anonymous**, and will be marked as anonymous, while some of the evaluation information we collect (such as attending-of-resident or resident-of-student evaluations) is not anonymous.

As a registered user we use your first initial and last name as your username when possible, as provided by your institution.



MyEvaluations.com offers services for collecting and tracking patient confidential information in a HIPAA compliant manner (<http://www.hhs.gov/ocr/hipaa/>). These features may be used by you and at the sponsoring institution's own choosing. These features are related to the Procedure and Patient Log Tracking Modules. Some of the patient confidential information may include the patient's name, medical record number, diagnosis, and procedures related data. Once you enter this information into MyEvaluations.com the data will be stored and used to process various reports related to your patient and procedure history. You are able to delete and update this information.

We do not monitor individual traffic patterns on our site—only information on aggregate behavior is collected. We monitor overall traffic patterns and overall usage of target pages, including origination of the traffic (City & State). We collect user specific information or traceable information. Example of what we collect:

- The name of the domain from which you access the Internet (for example, aol.com, if you are connecting from an America Online account, or harvard.edu, if you are connecting from Harvard University's domain); the date and time; the Internet address of the website you left to visit us; the names of the pages you visit while at our site; the Internet address of the website you then visit; and your personal identifier if you sign up for a customized web service.
- To do this, our web server will write a "cookie" to your hard drive upon your first visit to our site. This tiny electronic file is tracked during your visit and helps us understand what parts of our site visitors find most useful and where they are likely to return over time. This information allows us to improve the site and make it more useful.

We use cookies for user access to our secure pages and to monitor overall traffic patterns as outlined above. These featured are required for the proper functioning of MyEvaluations.com. A user who chooses not to accept cookies (*by modifying their Browser's settings*) will not be able to access our services appropriately. When a user logs into MyEvaluations.com their username is temporarily stored within cookies that allow proper navigation and page access. No other personal identifying information is stored within cookies.

MyEvaluations.com utilizes VeriSign® 128-bit SSL Encryption for your data protection. 128-bit SSL is the world's strongest state-of-the-art SSL encryption allowing secure communication and protection of your personal and patient confidential information from interception and hacking.

We accept feedback by email and web forms, but personal identification here is voluntary. Other than the data and methods listed above, we don't collect any other personal information by any other means. By submitting such communication you authorize us to use this information to respond to your inquiry and/or comments.



We want to be very clear: We will not obtain personally-identifying information about you when you visit our site unless you choose to provide such information to us. We do not share any of your information with any third-parties unless authorized by you or your sponsoring institution.

What Do We Do with the Data?

Once your sponsoring institution registers a new user, an automatic username and password is generated for each registered user. This provides access to MyEvaluations.com services.

We register information on individual log-ins, in order to verify that a user has logged into the system to complete an evaluation, submit duty-hours, procedures or patient logging.

We receive and store evaluation information and responses to evaluation questions. Some of the evaluation information we collect (e.g. resident-of-attending or nurse-of-resident evaluations) is **anonymous**, while some of the evaluation information we collect (such as attending-of-resident or resident-of-student evaluations) is not anonymous. Anonymous data is reported to the sponsoring institution without any identifying information from the evaluator. For example, a resident is able to evaluate a supervisor attending with complete anonymity.

Do We Contact You Directly?

NO. MyEvaluations.com will not use your registration information to contact you by email, telephone, or mail, or any other means.

However, your organization may use MyEvaluations.com services to send email reminders to you, for completing your on-line evaluations, duty-hours, conference attendance, procedures and patient logs and other responsibilities.

Who has Access to the Data?

MyEvaluations.com and the organization you represent have access to the data collected. The individuals at your organization with access to this data include administrators such as the Dean, Program Director, Chairperson, and/or other individual/s directed to have access by your organization. The individuals at MyEvaluations.com with access to this data include the Database programmer, System Manager, and other personnel in charge of supporting your organizations account with MyEvaluations.com. However, neither party is able to correlate individual users to the specific information they have provided.

MyEvaluations.com employee access to database information is limited to those individuals with a business reason to know such information. Employees are educated on the importance of maintaining the confidentiality of this information and on the Privacy Principles on this page.



Do We Share Data?

NO. We DO NOT share or distribute the collected data with third parties other than as outlined within this privacy policy.

What are Your Rights?

You have the right to correct, withdraw and destroy any personal information we hold about you. All of these requests are handled through the same form that is used to volunteer the information directly through your sponsoring institution and/or department. For other requests please use our feedback form.

To change personal information such as your name, password, or email address, please contact the administrator at your organization. In most cases, he/she will be the same person who originally gave you access to the system.

What Happens if We Changes These Privacy Principles?

If we decide to change our privacy principles, we will post those changes on this page so you will always know what information we gather, and how we might use that information.

Any material changes to our Privacy Principles will be communicated through this page at least 30 days in advance of implementation. Information collected before changes are made will be secured according to the previous Privacy Principles.

What are our Security Measures?

Our Web site has security measures in place to protect against the loss, misuse or alteration of the information under our control. MyEvaluations.com also utilizes VeriSign® 128-bit SSL encryption for your data protection. 128-bit SSL is the world's strongest state-of-the-art SSL encryption allowing secure communication and protection of your personal and patient confidential information from interception and hacking.

We have taken steps to protect the integrity of this information:

- Servers are located in a locked and secure environment.
- Databases are backed-up on a regular basis with secure remote data back-ups.
- Employees have limited access to database information.
- All employees have read and agreed with the Privacy Principals on this page and have agreed to abide by them.
- All employees have signed a Non-Disclosure and Business Associate Agreement in order to maintain privacy at all times.



Legal Disclaimer

Though we make every effort to preserve user privacy, we may need to disclose personal information when required by law wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order or legal process served on our Web site.

BINDING TERMS AND CHANGES

MyEvaluations.com is an electronic medical education management service. MyEvaluations.com serves the needs of medical training institutions, who subscribe to the service. A subscribing institution or department (Sponsoring Organization) has provided you access to use the services provided by MyEvaluations.com. By becoming a user and clicking the "Accept" button, and accessing the website, you are indicating that you agree to be bound by all of the terms in this Service Agreement.

MyEvaluations.com may change the terms in this Service Agreement. When the terms are changed, MyEvaluations.com will notify you by e-mail or online postings. If you do not agree to the changes, you may stop using the service by sending a "Notice of Termination"; see section "TERMINATION AND GENERAL PROVISIONS" on page 11. Your continued access to MyEvaluations.com and/or failure to terminate services shall be construed as your acceptance of the updated agreement terms. All subscription fees are payable by the Sponsoring Organization until a Notice of Termination is received by MyEvaluations.com.

USE OF SUBSCRIBER INFORMATION

By entering into this Subscriber Agreement, you also are agreeing that MyEvaluations.com may store the information you provided as part of the registration process and use aggregate statistical information about our subscribers in marketing its services. No one other than MyEvaluations.com and your sponsoring institution will receive your name, address, phone number, e-mail address, or other specific personal identifying information, without your express prior consent.

USE OF PATIENT INFORMATION

MyEvaluations.com offers services for collecting and tracking patient confidential information in a HIPAA compliant manner. These features may be used at the department's or institution's own choosing. These features are related to the Procedure and Patient Log Tracking Modules. Some of the patient confidential information may include the patient's name, medical record number, diagnosis, and procedures related data. Once you enter this information into MyEvaluations.com the data will be stored and used to process various reports



related to your patient and procedure history. You are able to delete and update this information. By entering into this Subscriber Agreement, you also are agreeing that MyEvaluations.com may store this information as provided by you as part of your patient history log. As required by HIPAA Privacy Rules (<http://www.hhs.gov/ocr/hipaa/>), this data will only be available to you and the other physician/s who were directly involved with the specific patient's care.

HIPAA Compliance

MyEvaluations.com complies with both the Privacy Rules and Security Standards of the Health Insurance Portability and Accountability Act (HIPAA). These policies and safeguards are related to the information a user may transmit to and from MyEvaluations.com.

The Privacy Rule establishes regulations for the use and disclosure of Protected Health Information (PHI). MyEvaluations.com is a covered entity and a business associate of the sponsoring institution.

The Security Standards complement the Privacy Rules. MyEvaluations.com complies with three types of security safeguards required for compliance:

- (1) **Administrative Safeguards:** MyEvaluations.com has a written set of privacy procedures and has a designated privacy officer responsible for developing, updating and implementing all required policies and procedures. This includes specific roles, contingency plans and internal audits.
- (2) **Physical Safeguards:** MyEvaluations.com has controls in place that govern the introduction and removal of hardware and software from the network. All physical locations are only accessible by authorized personnel with proper keys and identification. This includes access to and monitoring off equipment containing health information.
- (3) **Technical Safeguards:** MyEvaluations.com utilizes VeriSign® 128-bit SSL Encryption for your data protection. 128-bit SSL is the world's strongest state-of-the-art SSL encryption allowing secure communication and protection of your personal and patient confidential information from interception and hacking.

COPYRIGHTS AND LIMITATIONS ON USE

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MyEvaluations.com information may **not** be reproduced, retransmitted, stored, distributed, disseminated, sold, published, broadcast or circulated in any medium



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FEES AND PAYMENTS

The Sponsoring Organization (subscribing program, department or institution) has agreed to pay all charges incurred in connection with the use of MyEvaluations.com services, including any applicable taxes at the rates in effect when the charges were incurred. MyEvaluations.com may change the Subscriber Fees and charges then in effect, or add new charges, by giving the Sponsoring Organization notice in advance. Subscriptions are automatically renewed on July



one unless cancelled by a designated administrator at least 90-days before the renewal. All fees are paid for the entire academic year. There are no refunds or prorated fees for early termination. Cancellations must be submitted in writing by letter or email to Sales@MyEvaluations.com (see TERMINATION AND GENERAL PROVISIONS). MyEvaluations.com is not responsible for any charges incurred by any user or the Sponsoring Organization to access MyEvaluations.com, such as telephone and other equipment charges, and fees charged by an Internet access provider or other third party service. MyEvaluations.com is not responsible for any applicable taxes relating to your use of the services. By entering into this agreement, you acknowledge that the MyEvaluations.com services are for your exclusive use only. Use or sharing of passwords by non-subscribers is prohibited. Failure to comply will result in immediate suspension of your account.

DISCLAIMER OF WARRANTIES AND LIABILITY

MyEvaluations.com makes every reasonable effort to assure the accurate collection, reporting and management of data. However, in view of the possibility of human error by others, editors, programmers and designers of work in MyEvaluations.com's services, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such information. We work hard to make MyEvaluations.com an informative place, but we cannot guarantee that our users will always find everything to their liking. Please read this disclaimer carefully before using the site. Because of the inherent hazards and uncertainties of electronic distribution, there may be delays, omissions, or inaccuracies in the information. If you rely on the information provided through the site or any material available through the site, you do so at your own risk. You understand that you and/or your sponsoring organization are solely responsible for any damage to your computer system or loss of data that results from any material and/or data downloaded from or otherwise provided through the site. This site is provided to you *as is, * *with all faults, * and *as available. * MyEvaluations.com and its affiliates, agents and licensors cannot and do not warrant the accuracy, completeness, up-to-date, non-infringement, merchantability or fitness for a particular purpose of the information available through the site. Nor do they guarantee that the site will be error-free, or continuously available, or that the site will be free of viruses or other harmful components. The liability of MyEvaluations.com and its affiliates, agents and licensors is limited to the extent permitted by such state law for any damages arising out of use of the site, including, without limitation, liability for consequential, special, incidental, indirect, or similar damages. You agree to indemnify and hold MyEvaluations.com, its officers, subsidiaries and affiliated companies harmless from any and all claims, demands or other liabilities, including legal fees and costs, that are made by any third party due to or arising from your negligent and/or careless use of the web site or your breach of these



terms and conditions. If any provision of these site terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions. This agreement shall be governed by and construed in accordance with the laws of the State of California exclusive of its provisions on conflicts of laws. MyEvaluations.com neither endorses nor takes responsibility for any products, goods or services offered by outside vendors through our services.

SYSTEMS RELIABILITY AND FORCE MAJEURE

MyEvaluations.com will make every effort to keep its services available 24 hours a day, seven (7) days a week and to maintain saved information and daily back-ups. However, due to technical failures, acts of God or routine maintenance, availability may be limited and/or information may be lost. MyEvaluations.com shall not be liable for lost information or non-availability of the services. Except as to payment obligations, neither party shall be liable or considered in default under this Agreement when the delay of performance is caused by circumstances beyond its reasonable control and occurring without its fault or negligence, including failure of suppliers, licensors, subcontractors, and carriers, acts of civil or military authorities, national emergencies, fire, flood, acts of God, insurrection, and war, provided the party involving this Section immediately provides notice thereof to the other and does everything reasonably possible to resume its performance there under.



DATA OWNERSHIP

MyEvaluations.com shall retain ownership and all right, title and interest in and to the Software and any other materials provided by MyEvaluations.com to Licensee under this Agreement and all intellectual property rights therein, including all copyrights, trade secrets, trademarks, methods, processes, know-how, patented and unpatented inventions and all modifications and derivative works thereof. Notwithstanding anything in this Section to the contrary, all information and data provided by the Licensee and affiliated users and residing on the system shall be the sole and exclusive property of Licensee, and MyEvaluations.com shall not retain or use such information except as required to perform the terms and conditions of this Agreement. The Licensee will have access to this data only while a valid service agreement and license is in place.

TERMINATION AND GENERAL PROVISIONS

Your service agreement will automatically renew on July 1 or every year. A new invoice will be sent to the registered administrator 60 days or earlier. The renewal will continue perpetually unless a Notice of Terminated is submitted by the Sponsoring Organization to MyEvaluations.com at least 90-days before the renewal. Termination after the 90-day period will be applied to the next renewal period, starting the next July 1st. MyEvaluations.com may terminate services due to non-payment of fees. MyEvaluations.com may discontinue or change its services or its availability to the user at any time.

A Notice of Termination by the Sponsoring Organization or Department may be provided to MyEvaluations.com by email with proof of receipt (sent to Sales@MyEvaluations.com), fax (sent to 800-865-7753) or general certified mail (sent to 1275 First Avenue, #234, NY, NY 10021).

If the service agreement is cancelled, terminated or in lapse, then all access to the data will be terminated. In the event of service cancellation or termination, by the Licensee or MyEvaluations.com, followed by a subsequent reactivation or subsequent request for data access by the Licensee, the Licensee may be charged a reactivation and data restoration fee, in addition to any license fees applicable and outstanding. The reactivation, data restoration and license fees will be determined by Verinform and then current fees.

There is a minimum \$650 fee for re-activating a terminated or suspended account. There may be substantial additional fees for data restoration associated with reactivating a terminated account.



The User Agreement is personal to you, the individual user and the Sponsoring Organization, and you may not assign your rights or obligations to anyone. If your Sponsoring Organization elects to terminate your subscription and access to MyEvaluations.com, the cancellation will be effective immediately upon postmarked date of the Notice of Termination. All fees are due immediately.

The subscription anniversary date always ends on June 30th. If terminating between July 1st and December 30th, then June 30th of the following year (corresponding to a complete academic year from July 1-June 30). If terminating between January 1st and June 30th, then June 30th of the same year.

The Sponsoring Organization will be responsible for all fees accrued and any associated late fees (1.5%/month late fee after 30days). There is no pro-rata refund. The Sponsoring Organization must pay all outstanding bills within 90 days of the effective cancellation date. After 90-days an account may be turned over to a collection agency. Neither failure nor delay on the part of any party to exercise any right, remedy, power or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. No term of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach. If any provision in this Agreement is held invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect. This Agreement, your rights and obligations, and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of California, as if the Agreement was a contract wholly entered into and wholly performed within California. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

OFFICERS, DIRECTOR AND ADMINISTRATOR ONLY

Please note that unless you have a supplemental written agreement, this Terms and User Agreement document represents your entire agreement with MyEvaluations.com Inc. By clicking the "I Agree" button and accessing MyEvaluations.com you are agreeing to these terms. If you click "I Disagree" you will not be logged into MyEvaluations.com.

I HAVE READ AND UNDERSTAND THIS USER AGREEMENT AND AGREE TO BE BOUND BY ALL OF THE TERMS.

//ELECTRONIC SIGNATURE ON FILE//