

Alara Privacy Policy

Last Updated: October 2022

This Privacy Policy is publicly posted and can be printed for reference by using the print command in the settings of any browser. If you have any trouble accessing this policy or would like to request more information, please contact info@alaracare.com.

Consent to Privacy Policy & Appropriate Information Use

Privacy and Security are a top priority for us at Alara Imaging.

By using this Website, you are consenting to the collection, use, disclosure, and transfer of the information described above. If you do not consent to the collection, use, disclosure and transfer of this information, you may not use this Website. If you have questions about this Policy, please contact us using the information provided below. We reserve the right to update or amend this Policy at any time and without prior notice, by posting the revised version on this Website.

By choosing to visit this Website, use our services, or otherwise provide information to Alara Imaging, you agree that any dispute over privacy or the terms contained in this Privacy Policy will be governed by the law of the State of California. You also agree to abide by any limitation on damages contained in our Terms of Service or other agreement(s) in partnership with Alara Imaging.

What is the purpose of this Privacy Policy?

This Privacy Policy discloses Company's personal information gathering and dissemination practices with respect to the Website, mobile applications, and our services. Please read this Privacy Policy carefully. We are committed to upholding user privacy and to the highest degree of security. We recognize that when you provide us with information about yourself that you trust us to act in a responsible manner with that information. We are committed to earning that trust.

Data Collected & Data Use

Protected Health Information is subject to a separate Business Associate Agreement (BAA) between the Provider and Alara Imaging. To the extent there is a conflict between this Policy and any BAA, the stricter of the two applies.

Alara Privacy Policy

The following describes the types of personal and other information the Company may collect about you on the website (Website) or mobile application, and how the Company may use and maintain that information, including, but not limited to:

- URL and IP addresses. Like many other websites, Alara Imaging collects information on website visitor's utilization and navigation of our website. Your IP address may be used to help identify you and to gather broad demographic information. This information helps us deliver optimum website performance for you.
- Alara Imaging uses cookies across our website. The information that we collect via cookies allows us to improve our marketing and promotional efforts, to statistically analyze website usage, to improve our content and product offerings and to customize our website content, layout and services. However, we only use information collected with cookies on an aggregated basis without the use of any information that personally identifies you. You may learn more about specific cookies later in this document.
- Demographic information on users, including names, addresses, email addresses and phone numbers may be collected.
- User Login information on users such as passwords and usernames may be collected.
- Appropriate PHI when necessary, including patient demographics, patient size, reason for scan, and other information required in order to assess CT Dose Quality and provide Alara Imaging services.

Data Disclosures to third parties

We will not share, rent, sell or otherwise disclose any of the personally identifiable information that we collect about you, except when we have your permission or in any of the following situations:

- We may disclose information that we collect about you to our third-party contractors who perform services for Alara Imaging in order to provide certain services or to complete or confirm a transaction that you conduct with us.
- We may use information we know about you to contact you to inform you about relevant services, including by telephone, text message, or direct mail.
- We may use user metadata for research purposes or to progress healthcare understanding and better serve patients.

If you use our Website or services outside of the United States, information that we collect about you will be transferred to servers inside the United States, which may involve the transfer of information out of countries located in the European Economic Area. By allowing Company to collect information about you, you consent to such transfer and processing of your data.

Data Location

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Alara Imaging Servers are located in the United States. If you are located in a country outside the United States, by using this Website you consent to the transfer of your information to the United States.

What security measures does the Website employ?

To help protect the privacy of data you transmit through this Website, where personally identifiable information is requested, we also use technology designed to encrypt the information that you input before it is sent to us using Secure Sockets Layer (SSL) technology or similar encryption technology. In addition, Company takes steps to protect the user data we collect against unauthorized access. However, you should keep in mind that this Website and our services are run on software, hardware and networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control.

Please also be aware that despite our best intentions and the guidelines outlined in this Privacy Policy, no data transmission over the Internet or encryption method can be guaranteed to be completely secure.

Privacy Policy Updates

Company reserves the right to update this Privacy Policy from time to time. You can keep informed of any updates to the Alara Imaging Privacy policy by revisiting the publicly-available Privacy Policy page.

The policies indicated in this Privacy Policy will remain effective, even if the Services Agreement or other Agreement terms are terminated, to the extent we retain information about a customer or user. We may change this Privacy Policy at any time and will provide any updates here as required by relevant regulations.

Opt-Out Rights

If you'd like to opt out of any automated Alara Imaging or partner marketing, sales correspondences or email lists, you can contact us at info@alaracare.com with your unsubscribe request.

Alara Privacy Policy

If you need any additional information or have any further questions about your privacy and rights, please contact:

Simon Rascovsky
Alara Chief Privacy & Security Officer
E: info@alaracare.com

Terms of Service

By choosing to visit this website or otherwise provide information to Alara Imaging, you agree that any dispute over your use of this Site or these Terms will be governed by the laws of the State of California without regard to conflict of law principles that would apply the law of a different jurisdiction. The courts located in Santa Clara County, CA have exclusive jurisdiction to hear any and all disputes related to this Agreement.

You also consent to the adjudication of any disputes arising in connection with our website in the state and federal courts located in Santa Clara County. You also agree to attempt to mediate any such dispute and to abide by all limitations of liability contained herein.

If any provision of these Terms is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE CUSTOMER SERVICES AGREEMENT, EACH PARTY WILL NOT, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF ALARA IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL ALARA'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF: (1) \$10,000; OR (2) THE TOTAL AMOUNT PAID BY PARTICIPANT TO ALARA DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM.

Further information on Customer Terms of service is available within the Services Agreement. If you have any questions or complaints regarding these Terms, please submit your questions or complaints to info@alaraimaging.com. The Company will endeavor to respond to you promptly.

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Additional Product Information

Additional Product Information is available on our website here: <https://www.alaracare.com/>

Product Indications for Use are available to customers within the Alara Imaging User Application, or by request to your Customer Success representative.

Product Version Documentation, Product User Guides and other Training Resources are available within the Alara Imaging User Application, or by request to your Customer Success representative.

For any other questions (including how to request information about your Healthcare System Uptime terms, current system status, recent product updates, recent security updates, or specific software agreement terms), please reach out to your Alara Customer Success account manager. If you do not know who your Customer Success account manager is yet, please submit your request to info@alaracare.com.

Thank you for reading this policy. Privacy and Security are a top priority for us at Alara Imaging.