

# AGREEMENT BETWEEN USER AND ESPRIT COSMETIC SURGEONS

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#### TERMINATION/ACCESS RESTRICTION

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This World Wide Web site with its home page in the domain "espritcosmetic.com" hereinafter referred to as the Website, is an information service provided by Timothy P. Connall, M.D., P.C. (doing business as: Esprit Cosmetic Surgeons and Connall Cosmetic Surgery), hereinafter referred to as, at no charge to users of the World Wide Web, with the express condition that these users agree to be bound by the terms and conditions set forth in this Terms of Use Agreement, reserves the right to change these terms and conditions at any time, and you agree to abide by the most recent version of this Terms of Use Agreement each time you view and use the Website. You are accordingly advised to consult the Terms of Use Agreement each time you view and use the Website if you do not agree to all of the following terms and conditions:

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## PRIVACY POLICY

is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the Web site and governs data collection and usage. By using the website, you consent to the data practices described in this statement.

### **Collection of your Personal Information**

collects personally identifiable information, such as your e-mail address, name, home or work address or telephone number. also collects anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

There is also information about your computer hardware and software that is automatically collected by . This information can include: your IP address, browser type, domain names, access times and referring Web site addresses. This information is used by for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Web site.

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encourages you to review the privacy statements of Web sites you choose to link to from so that you can understand how those Web sites collect, use and share your information. is not responsible for the privacy statements or other content on Web sites outside of the and family of Web sites.

## **Use of your Personal Information**

collects and uses your personal information to operate the Web site and deliver the services you have requested. also uses your personally identifiable information to inform you of other products or services available from and its affiliates. may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

does not sell, rent or lease its customer lists to third parties. may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to , and they are required to maintain the confidentiality of your information.

does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

keeps track of the Web sites and pages our customers visit within, in order to determine what services are the most popular. This data is used to deliver customized content and advertising within to customers whose behavior indicates that they are interested in a particular subject area.

Web sites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on or the site; (b) protect and defend the rights or property of; and, (c) act under exigent circumstances to protect the personal safety of users of, or the public.

#### **Use of Cookies**

The Web site use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize pages, or register with site or services, a cookie helps to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same Web site, the information you previously provided can be retrieved, so you can easily use the features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the services or Web sites you visit.

## **Security of your Personal Information**

secures your personal information from unauthorized access, use or disclosure. secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other Web sites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.



## **Changes to this Statement**

will occasionally update this Statement of Privacy to reflect company and customer feedback. encourages you to periodically review this Statement to be informed of how is protecting your information.

#### **Contact Information**

welcomes your comments regarding this Statement of Privacy. If you believe that has not adhered to this Statement, please contact at. We will use commercially reasonable efforts to promptly determine and remedy the problem.

## HIPPA PRIVACY POLICY

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

This notice of Privacy Practices describes how we may use and disclose your protected health information (PHI) to carry out treatment payment or health care operations (TPO) and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

#### **Uses and Disclosures of Protected Health Information**

Your protected health information may be used and disclosed by your physician, our office staff and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to pay your health care bills, to support the operation or the physician's practice, and any other use required by law.

**Treatment:**We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, we would disclose your protected health information, as necessary, to a home health agency that provides care to you. For example, your protected health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you. Payment: Your protected health information will be used, as needed, to obtain payment for your health care services. For example, obtaining approval for a hospital stay may require that your relevant protected health information be disclosed to the health plan to obtain approval for the hospital admission.

**Healthcare Operations:** We may use or disclose, as-needed, your protected health information in order to support the business activities of your physician's practice. The activities include, but are not limited to, quality assessment activities, employee review activities, training of medical students, licensing, and conducting or arranging for other business activities. For example, we may disclose your protected health information to medical school students that see patients at our office. In addition, we may use a sign-in sheet at the registration desk where you will be asked to sign your name and indicate your physician. We may also call you by name in the waiting room when your physician is ready to see you. We may use or disclose your protected health information, as necessary, to contact you to remind you of your appointment.

We may use or disclose your protected health information in the following situations without your authorization. These situations include: as Required By Law; Public Health issues as required by law; Communicable Diseases; Health Oversight; Abuse or Neglect; Food and Drug Administration requirements; Legal Proceedings; Law Enforcement; Coroners, Funeral Directors, and Organ Donation; Research; Criminal Activity; Military Activity and National Security; Worker's Compensation; Inmates; Required Uses and



Disclosures. Under the law, we must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Section 164.500.

Other Permitted and Required Uses and Disclosures: Will be made Only with Your Consent, Authorization or Opportunity to Object unless required by law.

You may revoke this authorization, at any time, in writing, except to the extent that your physician or the physician's practice has taken an action in reliance on the use or disclosure indicated in the authorization.

## **Your Rights**

Following is a statement of your rights with respect to your protected health information.

You have the right to inspect and copy your protected health information. Under federal law, however you may not inspect or copy the following records: psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or preceding; and protected health information that is subject to law that prohibits access to protected health information.

You have the right to request a restriction of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in the Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply. Your physician is not required to agree to a restriction that you may request. If physician believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. You then have the right to use another Healthcare Professional.

You have the right to request to receive confidential communications from us by alternative means or at an alternative location. You have the right to obtain a paper copy of this notice from us, upon request, even if you have not agreed to accept this notice alternatively i.e. electronically.

You may have the right to have your physician amend your protected health information. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information.

We reserve the right to change the terms of this notice and will inform you by mail of any changes. You then have the right to object or withdraw as provided in this notice.

## **Complaints**

You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying our privacy contact of your complaint. We will not retaliate against you for filing a complaint.

This notice was published and becomes effective on or before April 14, 2003.

We are required by law to maintain the privacy of, and provide individuals with this notice of our legal duties and privacy practices with respect to protected health information. If you have any objections to this form, please ask to speak with our HIPAA Compliance Officer in person or by phone at our Main Phone Number.