

## FSA PRIVACY POLICY

The Florida Society of Anesthesiologists is committed to preserving your privacy. This privacy policy and agreement ("Privacy Policy") explains how we collect, use, and treat personal information that you may provide to us through our website, [www.fsahq.org](http://www.fsahq.org) (the "Website" or the "Site"). This Privacy Policy is part of the FSA Terms and Conditions of Use ("Terms") and any capitalized terms that are not defined in the Privacy Policy shall have the meanings ascribed to them in the Terms. The terms "you" and "your" refer to any visitor to our Website, including (i) casual visitors to our Site ("Site Visitors"), (ii) visitors who register for a username and password through our site ("Users"), (iii) and medical professionals who use our products or submit information through our Site ("Medical Professionals"). The terms "FSA," "we," "our," and "us" refer to FSA and its subsidiaries and affiliates.

### Your Consent

Please read this Privacy Policy carefully; once you consent to this Policy's terms, it creates legal obligations on you and on FSA. We ask you to consent to the terms of this Privacy Policy in different ways, depending on your relationship to the Site. The procedures for consenting to this Policy are (a) less formal if you are a Site Visitor seeking information and (b) more formal for Users and Medical Professionals using our site.

**a. Consent by Site Visitors.** By accessing and using our Website as a Site Visitor, you are acknowledging that you have read and understood this Privacy Policy and agree to be legally bound by it. If you do not agree with the terms of this Privacy Policy, please refrain from using our Site.

**b. Consent by Users and Medical Professionals.** If you register as a User or Medical Professional, you will be prompted to click an "I Accept" or similar button linked to this Privacy Policy. Clicking this button confirms your registration and your electronically signed user agreement incorporates this Privacy Policy by reference and confirms your agreement to be bound by this Privacy Policy.

### Scope of Policy

This Privacy Policy applies (i) to anonymous information you provide to us while using our Site or while participating in our services, and (ii) to personally identifiable information you provide to us as part of the process of registering online as a User or Medical Professional.

### The Information We Collect, and Our Uses of This Information

We will not share "personally identifiable information" you provide via the Website with any third party, other than as expressly disclosed in this policy. By "personally identifiable information," we mean information that identifies you, such as your name, mailing address, identifiable medical records, or email address. Notwithstanding the foregoing, we reserve the right to provide information to law enforcement officials, governmental agencies and pursuant to judicial or regulatory compulsion, to protect their respective interests, the Site, or to comply with legal, regulatory, audit, and compliance obligations. We collect information from you at different points on our Website, and use this information as follows:

**a. Registration Information.** In order to participate as a User through our Site, we require you to complete a registration form. This form may ask for contact information, which includes such items as (i) name; (ii) mailing address; (iii) telephone; and (iv) email address. In addition, we may ask for certain contact information from Medical Professionals.

**b. Processing Requests and Transactions.** When you make a request of us via our Website, we will use any personally identifiable information that you provide in connection with that request solely for the purposes of processing and fulfilling that request.

**c. Customizing Site Usage.** We may use the information we obtain from you, including personal information, to tailor your experience on the Site, to display content we think may be of interest to you, or to let us customize what you see when you visit the Site according to your preferences. We will use the personal information you provide online only for the purpose(s) you have submitted. Examples of using your personal information for the purpose(s) submitted include sending you an email about updates to the Site or about an upcoming event if you have signed up for updates. We also may conduct an occasional survey of our registered users, to see how our Site can better serve you. In addition, we may send to you an e-mail offering products or services that we think you may be interested in.

**d. Informational Notices and Bulletins.** Periodically, we may choose to send news, bulletins, educational materials, marketing materials, or other information to you, and will use personally identifiable information to send such communications. Some of these communications may be sent by us on behalf of third parties. Some of those third parties may pay us to send information to you, but we will not share your personally identifiable information with these third parties for this purpose. If we choose to undertake such communications, you will have the ability to opt out of receiving these communications, as provided in this Privacy Policy. Notwithstanding the foregoing, information practices relative to third party website links on our Site may differ from ours. You should check the other sites' privacy notices since we have no control over information that is submitted to or collected by them.

**e. Anonymous, Aggregate Information.** "Aggregate Information" is information that does not identify you, and may include statistical information that may range from statistical information and analyses concerning use of our products, the number of customers registered through the Site, and the pages on our Site that users visit most frequently. We use Aggregate Information to analyze the effectiveness of our services and our Site, to improve our services and our Website, and for other similar purposes. In addition, from time to time, we may undertake or commission statistical and other summary analyses of (i) the general behavior and characteristics of users participating in our services, (ii) the effect of our programs and services on the behavior of Medical Professionals and Site Visitors, and (iii) the general characteristics of visitors to our Site and participants in our services. We may share these analyses and Aggregate Information with third parties. Notwithstanding the foregoing, that Aggregate Information provided to third parties will not allow anyone to identify you, or determine anything personal about you. We may collect Aggregate Information through features of the software that supports our services, through cookies, and through other means described below.

**f. IP Addresses.** We may automatically receive and record information in our server logs from your browser, including your IP address (the Internet address of your PC), your computer's name, the type and version of your web browser, referrer addresses and other generally accepted log information. We may also record page views (hit counts) and other general statistical and tracing information, which will be aggregated with that of other users in order to understand how our Site is being used. None of this data contains personal information.

**g. Cookies.** A cookie is a small amount of data, which often includes an anonymous unique identifier, which is sent to your browser from a website's computers and stored on your computer's hard drive. Cookies can be used to provide you with a tailored user experience and to make it easier for you to use a website upon a future visit. We may include cookies on our Site and use them to recognize you when you return to our Website. You may set your browser so that it does not accept cookies. Cookies must be enabled on your web browser, however, if you wish to access certain personalized features of our services.

**h. Computer Configuration.** In order to determine whether your computer is supported by our system, we may collect certain anonymous technological information. This information includes, but may not be limited to, your operating system and browser, as well as the presence of any software that our Website may require to operate with your computer, or other third party software on your computer. We also may collect personal information about you when you visit the Site and input information, whether you are registering to use any services, features or functions of the Site, or otherwise in the course of any other exchanges of

information, transactions and activities. This information is kept strictly confidential and is not shared with third parties, except as provided for in this Privacy Policy.

**i. Extent of Information Collected.** We do not collect any more personally identifiable information than reasonably necessary to provide our services, operate the Site, and respond to your requests.

### **Privacy Protection for Children**

Our Website is not directed at children, and we will not accept or request personally identifiable information from individuals we know to be under age 13. In accordance with the Children's Online Privacy Protection Act ("COPPA"), if we learn that a child under age 13 has provided personally identifiable information, we will either (i) delete this information from our databases, in accordance with the Privacy Policy, or (ii) obtain verifiable parental consent, in accordance with COPPA. The Site contains information about children to the extent users provide it. It is your responsibility to protect your passwords and account information to prevent unauthorized use of such information. Your protection of passwords and other account information is particularly important if information about children under age 18 is stored on the Site.

To use FSA's services for children under age 18 or adults that are under legal guardianship, you must certify that you are the legal guardian of said children or said adults. Misrepresentation of this attestation will represent a fraudulent act and may be a criminal act punishable by the governing local, state and federal laws of the appropriate jurisdiction (whether domestic or foreign) that our business is conducted in and the state in which you reside, and may result in termination of your agreement with the FSA. The FSA strictly forbids the misrepresentation of legal guardianship and all attempts to do so of which we are aware will be punished and pursued in the most aggressive manner. If you believe that a child under age 13 has gained access to the Site without the required permission or supervision you may contact us at [executiveoffice@fsahq.org](mailto:executiveoffice@fsahq.org).

### **Disclosure**

We will not share the personal information you provide except (a) as otherwise permitted under this Privacy Policy (b) if it is for the purpose(s) you provided it; (c) with your consent; (d) as may be required by law or as we think necessary to protect our company or others from injury (e.g., in response to a court order or subpoena, in response to a law enforcement agency request, or when we believe that someone is causing, or about to cause, injury to or interference with the rights or property of another); (e) with other persons or companies or affiliated or related organizations with whom we contract to carry out internal Site operations or our business activities (for example, third-party contractors); (f) with organizations in connection with the provision of their respective information, products, materials and services or for marketing and/or administrative purposes; (g) in the event of a bankruptcy, merger, acquisition, transfer of control, joint venture or other business combination involving us or our affiliates; and/or (h) to notify you when we make changes to one of our subscriber agreements or this policy.

### **Company Personnel and Site Vendors.**

In the course of providing products or services to the FSA, the FSA's staff, employees, and technical and maintenance contractors may have limited or total access to the information you provide. These contractors ("Site Vendors") may include technicians, vendors, and suppliers that provide the FSA with technology, services, and/or content related to enhancing operation and maintenance of the Website, collecting information, responding to and sending electronic mail, or other functions necessary to our business. Access to your personal information by these Site Vendors is limited to the information reasonably necessary for the contractor to perform its limited functions for the FSA. We also contractually require these contractors to protect the privacy of your information consistent with this privacy policy.

### **Imminent Harm**

We may, but are not obligated to, reveal your personally identifiable information to attorneys, private investigator organizations or law enforcement agencies if we believe that (a) you are at risk of harm, or (b) that

you are harming or interfering (or will imminently harm or interfere) with others or violating (either intentionally or unintentionally) our Terms or otherwise violating legal rights.

## **Legal**

FSA will reveal your personally identifiable information to the extent we reasonably believe we are required to do so by applicable law. FSA may disclose your personal information in connection with legal action against someone who may be violating FSA policy. If we receive legal process calling for the disclosure of your personally identifiable information, we will attempt to notify you via the email address you supplied during registration within a reasonable amount of time before we respond to the request, unless such notification is not permitted.

## **Transfer of Site**

The FSA shall be entitled to transfer to a third party information it collects, including any personally identifiable information, in connection with a sale or transfer (or potential sale or transfer) of the all or a majority of the assets of the business entity responsible for the information under this Privacy Policy, provided the acquiring third party has agreed to safeguard your personally identifiable information with protections that in all material respects are the same as or more protective than those set out in this Privacy Policy.

## **Changing or Removing Information; Opting Out**

**a. Discretionary Account Information.** To allow appropriate control over personally identifiable information, you can access the personally identifiable information you have provided us via the Website to change or update discretionary information that you have previously submitted. For instructions on how to affect such updates please send an email to: [executiveoffice@fsahq.org](mailto:executiveoffice@fsahq.org).

**b. Opt-Out.** If we choose to send you bulletins, updates, or other unsolicited communications that are marketing-related materials, we will provide you with the ability to decline – or "opt out of" – receiving such communications. Please understand that you will not be allowed to "opt out" of formal notices concerning operation of this Website, and legal and other related notices concerning your relationship to the Site, nor will you be allowed to opt-out of being provided with content passively via pages of our Site that you choose to access.

**c. Deleting Information.** If you request, we will remove your name and all other personally identifiable information from our databases. In order to instruct FSA to effect such removal, please send an email to: [executiveoffice@fsahq.org](mailto:executiveoffice@fsahq.org). Please note, however, that it may be impossible to remove this information completely, due to backups and records of deletions. In addition, please note that if you request deletion of your information, you will be unable to utilize associated features of the Website and any associated services and information. You may not remove de-identified or Aggregate Information from our databases. Additionally, you can remove or change any information you store or provide to us by deleting the file or files you stored or changing the personal information you have provided. When you remove or change information, the FSA may retain that information in the form of back-up or archival data, but it will not be available readily on the web site.

To protect your privacy and security, we may take reasonable steps to help verify your identity before granting access or making corrections. We reserve the right to deny access, use and registration privileges to any user, including without limitation, a registered user, of any services, features or functions of the Site if we believe there is a question about the identity of the person trying to access the user's account or any services, features or functions. And if the burden or expense of providing access to your personal information is disproportionate to the risks to your privacy, or if the legitimate rights of others would be violated, we may decide not to provide access to such information. In such cases, we will provide to you an explanation of why access cannot be provided and contact information for further inquiries.

## **Security**

Security measures are in place to protect the loss, misuse, and alteration of the information on the Website, and we will take all reasonable steps to secure and safeguard this information. Due to the nature of Internet communications and evolving technologies, we cannot provide, and we disclaim, assurance that the information you provide us will remain free from loss, misuse, or alteration by third parties who, despite our efforts, obtain unauthorized access. Your personally identifiable information may also be subject to unauthorized access if you fail to keep your password secure.

## **Protection of your Password and Account Information**

You are solely responsible for maintaining the secrecy of your passwords and/or account information.

## **Notice of Security Incident**

If we detect, despite safeguards set out above, an intrusion or other unauthorized access to or use of personally identifiable information (an "Intrusion"), we will (i) notify affected users of the Intrusion, (ii) deliver this notice by the means we deem most efficient under the circumstances (such as, for example, first class mail or email), (iii) use contact information for each affected user that is current in our files, and (iv) use commercially reasonable efforts to accomplish these steps and effect this notice in a timely manner.

## **Changes to this Privacy Policy**

From time to time, the FSA may change its Privacy Policy. If we decide to change our Privacy Policy, we will post these changes from the privacy link on our Website. If we make any changes regarding disclosure of personally identifiable information to third parties, we will attempt to contact you via the email address you have provided to us in the registration process prior to the date the modified policy is scheduled to take effect. With respect to Site Visitors and Medical Professionals, your use of our Site following any such change constitutes your agreement to follow and be bound by the Privacy Policy, as changed.

## **Relationship to Terms and Conditions of Use and Other Contracts**

This Privacy Policy must be read in conjunction with our Terms, and the provisions of our Terms are incorporated herein. To the extent the Terms conflict with the terms of this Privacy Policy, the terms of this Privacy Policy will control. This Privacy Policy should also be read in connection with any separate agreements by and between you and the FSA.

## **International Users**

If you are visiting the Site from a location outside of the United States, your connection will be through and to servers located in the United States, and all information you provide will be processed and securely maintained in our web servers and internal systems located within the United States. By using the Site, you authorize and specifically consent to the export of your personal information to the USA and its storage and use as specified above when you provide such information to us. This policy and our legal obligations are subject to the laws of the State of Florida and the USA, regardless of the location of any user. Any claims or complaints must be filed in the USA in the State of Florida.

## **Contact Us**

Site visitors who have questions about this privacy statement, the privacy practices of this site, or their dealings with this website, insofar as their privacy and confidentiality are concerned, should contact us using either of the following methods:

You can send Email to [executiveoffice@fsahq.org](mailto:executiveoffice@fsahq.org)

You can send mail to the following address:

PO Box 13978  
Tallahassee, FL 32317

**Effective Date**

The effective date of this Privacy Policy is May 13, 2009.