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Other. These terms constitute the entire agreement between you and SpineTech.us governing your use of the software and Site. Should any provision in these terms be found invalid or unenforceable for any reason, then that provision shall be deemed severable from the terms and shall not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to the terms or your use of the Site must be filed within one year after it arose or be permanently barred.

Privacy Policy

We value your privacy.

This Privacy Policy identifies and describes the way SpineTech.us uses and protects the information we collect about Customers and Users. All use of SpineTech's products and services, as well as visits to our websites, are subject to this Privacy Policy.

Information We Collect

We collect different types of information based on your use of our products, services, and our business relationship with you. Some examples include:

- *Contact Information* that allows us to communicate with you including your name, address, telephone number, and e-mail address;
- *Billing information* related to your financial relationship with us which may include your payment data, credit card number, and security codes;
- *Technical Information* related to your use of our products including server health metrics and logging requirements mandated by HIPAA;
- *Patient Health Information (PHI) in DICOM files*

How We Use Your Information

We use the information we collect in a variety of ways, including to:

- Provide you with the best customer experience possible;
- Provide the services you purchase and to respond to your questions;
- Communicate with you regarding service updates, billing, and changes to our policies;
- Address server integrity issues;
- Perform back-up and restoration tasks;
- Comply with Federal regulations;
- Investigate, prevent, or take action regarding illegal activities or violations of our Terms of Service.

Information Sharing

We share your Personal Information only with non-SpineTech.us companies that perform services on our behalf and only as necessary for them to provide those services to you. We require those non-SpineTech.us companies to protect any Personal Information they may receive in a manner consistent with this policy. We do not provide Personal Information to non-SpineTech.us companies for the marketing of their own products and services.

We may provide Personal Information to non-SpineTech.us companies or other third parties for purposes such as complying with court orders and other legal processes or enforcing our agreements and property rights. We may share anonymized information in various formats with trusted non-SpineTech.us

entities for purposes such as handling the resolution of an issue that may exist in a third-party library.

Safeguarding Your Information

We do not sell your Personal Information to anyone for any purpose. We maintain information about you in our business records while you are a customer and until it is no longer needed for business, tax, or legal purposes. We have implemented encryption or other appropriate security controls to protect your Personal Information and Patient Health Information (PHI) when stored or transmitted by SpineTech.us. We require non-SpineTech.us companies acting on our behalf to protect any Personal Information they may receive in a manner consistent with this Policy.

Customer Privacy Controls

You can review and correct your Personal Information collected by us. Simply call 301-777-3710 and we will provide you with access to the information we have collected about you. If you have further questions, then please do not hesitate to contact us.

Security Policy

Technical details regarding data security.

We are vigilant in maintaining the security of the electronic Protected Health Information (PHI) you entrust to us. Security is a top priority at SpineTech.us and we take our responsibilities as your Business Associate very seriously. You can rest assured that we are protecting your data whether it is on our servers, flowing across a network, or backed up. This policy describes what we secure and how we secure it and goes into detail about the security mechanisms used for each situation. For security reasons, the specific implementation of these security mechanisms is not publicly available.

For further information on the Code of Federal Regulations (CFR) for PHI, please refer to the [HIPAA](#) website.

Security Requirements

As a Business Associate to a Covered Entity, we are required by the [HITECH Act \(45 CFR 164\)](#) to perform a security assessment to determine where to institute [safeguards to render PHI unusable, unreadable, or indecipherable to unauthorized individuals](#). The HITECH Act lists (and our Security Policy handles) the following types of PHI data:

1. **data-at-rest** - PHI that is stored on media, including data on media mounted within a machine

2. **data-in-motion** - PHI that is being transmitted across a network or I/O interconnect
3. **data-in-use** - PHI that is being used or displayed
4. **data-disposed** - PHI that has been disposed or discarded

Our software implements computer security solutions for all situations identified in our security assessment. In order to understand these situations abstractly, we will use the following terms in this policy:

- **media** - refers to any type of electronic storage media, including CD, USB key, or hard-disk drive.
- **PHI** - refers to any bytes of electronic data containing PHI, including DICOM files.
- **machine** - refers to any computing hardware device, including a server, desktop computer, laptop, smartphone, or tablet.

What PHI is Secured

We actively secure and/or encrypt PHI data, or aid you in securing such data, in several situations including:

1. **data-at-rest**
 - a. In SpineTech.us's possession:
 - . PHI on media on-site at SpineTech.us's place of business
2. **data-in-motion**
 - . PHI being transferred between machines over the Internet
3. **data-in-use**
 - . PHI displayed on screen in the Browser
- a. PHI displayed on screen in the Viewer
4. **data-disposed**
 - . PHI on media where the media has been physically disposed by SpineTech.us
- a. PHI that has been scrubbed from the media by SpineTech.us

How PHI is Secured

The cloud server and browser interface are both highly secure systems that protect the privacy of the data they contain. The security mechanisms they use to protect PHI are well established and recognized by the computer security community. In this section we identify what PHI we actively protect or aid you in protecting and how we protect it. In addition, we identify what PHI data is your responsibility to secure and solutions we suggest you use in your Security Policy in conjunction with our products.

What We Do to Protect PHI

Our software solutions actively protect PHI for data-at-rest cases 1a (i), 1a (ii), and 1b (i). Both the echoes Server, plus any associated NAS, and [Depots](#) Server are protected by standard UNIX security technical safeguards to prevent unauthorized user access, including the use of shadowed passwords, a network traffic firewall, and a strict remote access configuration that uses public key

cryptography ([45 CFR 164.312 \(a\)\(1\) and \(a\)\(2\)\(i\)](#)). In addition, unauthorized web access to the server is prevented by requiring user authentication to access patient data and a secret key prevents exploitation by non-SpineTech.us web entities. Even the desktop interface is protected from exploitation from DNS manipulation by requiring digitally signed certificates.

For all cases of data-in-motion (2a, 2b, and 2c), we use strong encryption.

When we do dispose of PHI at end-of-life, the data-disposed cases outlined above use only [HITECH Act](#) approved methods of disposal. Media that we physically dispose (CD, paper, etc) is destroyed by means of shredding. Any hard-disk media we dispose of is magnetically wiped.

In addition to the cases listed above, we also have mechanisms in place for additional situations listed in the HITECH Act. We maintain server logs for the purposes of audit controls ([45 CFR 164.312 \(b\)](#)). Our test suites provide integrity controls to ensure our software has no known scenarios that could lead to unintended alteration of data ([45 CFR 164.312\(c\)](#)). We provide a data back-up service and can aid in defining a disaster recovery plan. Our backup solution provides high-availability access to historical patient data ([45 CFR 164.312 \(a\)\(2\)\(ii\)](#)).

What You Are Responsible For Protecting

You are responsible for some cases which are under your control. For data-at-rest cases 1a (i) and (ii), you are responsible for implementing safeguards for restricting physical access to your desktop computer or mobile device ([45 CFR 164.310 \(a\)](#)). For data-at-rest cases 1a (iii) and data-in-use cases 3a and 3b, we suggest that you provide safeguards for both physical and electronic access to your workstations ([45 CFR 164.310 \(b\) and \(c\)](#) and [145 CFR 164.312](#)). We strongly suggest the implementation of Operating System level restrictions, such as mandating the use of an auto-locking Screen Saver by all staff members during office-hours, or physical restrictions, such as locking doors after-hours. Lastly, for data-at-rest case 1c (i), we suggest you observe the same shipping protocol we do: we never ship any PHI data between locations unencrypted.