

Privacy Policy

Vital Images, Inc. (“Vital”, “we” or “us”), a Canon Group company, shares your concerns regarding internet privacy. We think you should know how we will treat the information that we receive offline or on the internet, and have created this statement of our policy to demonstrate our continued commitment to privacy by informing you of our practices with respect to your personal data. Please read this privacy policy carefully before accessing or using vitalimages.com and myvital.vitalimages.com (the “Site”).

What Information We Collect

- Information from Site Visitors

When users request pages on our Site, our servers automatically log their IP addresses. An IP address is a number that is automatically assigned to your computer whenever you are surfing the Web. IP addresses are only used for troubleshooting security issues like hacking attempts and denial of service attacks.

We may also ask to store cookies on your device when you visit our Site. A cookie is a small piece of data (text file) that a website – when visited by a user – asks your browser to store on your device in order to remember information about you, such as your language preference or login information. Those cookies are set by us and called first-party cookies. We also use third-party cookies – which are cookies from a domain different than the domain of the website you are visiting – for our advertising and marketing efforts, and other legitimate business purposes.

To find out more about cookies, visit [this site](#). Please see additional information regarding use of cookies below.

You can find a list of the third-party cookies that Vital uses on our websites along with other relevant information in our [cookie tables](#). While we do our best to keep this table updated, please note that the number and names of cookies, pixels and other technologies may change from time to time.

- Personal Data

Our Site also offers the opportunity for you to obtain information tailored to your specific needs, or general information about our products and services. To respond, we obtain your consent when you provide your name, address, or similar information so we may process your request. At the time you provide this information, we will tell you how it will be used and why.

Emails sent to you for marketing purposes will contain an “unsubscribe” link at the bottom so that you can stop receiving emails at any time.

Privacy Policy and Terms of Use

- Vital may use the personal data collected from you in the following ways:
 - to provide access to our services and customer support, and to process and respond to your inquiries;
 - to record and track your information as requested by you through MyVital;
 - to prevent, detect, and investigate misuse of the services or breaches of Vital's terms of use, this privacy policy, or other agreement that you enter into with us;
 - to analyze the effectiveness, usability, or other aspects of the services and the Site;
 - to generate and review reports and data about usage of the services and the Site;
 - to compile aggregate data for internal and external business purposes;
 - to resolve disputes and troubleshoot problems;
 - to contact you with information that may be of interest to you, including promotional, marketing and advertising information;
 - to comply with legal obligations, including, but not limited to uses that are necessary or appropriate to protect ourselves, you, and others;
 - to conduct any other legitimate business activities not otherwise prohibited by law; and/or
 - to take any other action as otherwise stated in this privacy policy;
 - to understand what content is most relevant to you so that we can provide a more personalized experience.

- **Information Vital Collects from Third Parties and Other Sources**

Zeta Global is a demand side platform. As such they collect user data on websites in which they have purchased ads. This information includes browsing data, mobile device data, apps used, location (if given consent), and search behavior. Zeta uses the information to provide relevant ads. To view the Zeta Global rights request page and see, download or delete user data, or opt out from data collection visit <https://zetaglobal.com/rights-request/>.

- **Information Vital Does Not Collect**

Vital Images does not intentionally collect sensitive personal data such as social security number, ethnicity, genetic data, health information, or religious affiliation on the vitalimages.com website. For more information about the MyVital website, please see the MyVital Website section below.

How We Share Your Information

Vital only discloses personal data to those of its employees, contractors and affiliated organizations that need to process it on Vital's behalf or to provide services available on the Site which have been requested or consented to by the owner of such personal data. Otherwise, Vital does not share personal data with anyone and will only disclose personal data if legally required to do so or if Vital believes that such disclosure is necessary to protect its rights or rights of third parties or the public. Personal data may also be shared in the context of a merger, acquisition, or other transaction in which we combine with or are acquired by another company.

Privacy Policy and Terms of Use

Data Retention and Deletion

Vital may retain your personal data for certain periods of time for specific purposes to the extent that we are obligated to do so in accordance with applicable laws and regulations, to protect you, other people, and ourselves from fraud, abuse, unauthorized access, as necessary to protect our legal rights, or for certain business requirements.

Third Party Websites

The Site provides links to other sites, such as professional organizations and sales partners. While we try to link only to sites that share our high standards, the content and privacy standards of these other sites is beyond our control. These sites and their related content may set third party cookies over which we do not have access or control. The privacy practices and use of cookies by third parties is not covered by our privacy policy.

Use of Cookies, Tracking Technologies and Do Not Track

Vital may store some information on your computer in the form of a “cookie” or similar file to help us maintain and improve this Site in many ways. As discussed above, a “cookie” is a small amount of data that is transferred to your browser by a Web server and can only be read by the server that gave it to you. On our Site, these cookies function as your identification card, recording such things as internet addresses, passwords, and preferences. The cookies that we use on our Site cannot be executed as code or deliver viruses. With most internet browsers, you can erase “cookies” from your computer hard drive, block all “cookies,” or receive a warning before a “cookie” is stored. Please refer to your browser instructions to learn more about these functions. Please note, however, that disabling browser cookies may cause certain features of the Site to not function properly. Based on your location, we may limit our use of cookies and your ability to access certain Site features and functions.

We may engage third party services that use cookies and/or other tracking technologies to collect information about Site performance or user behaviors so that we can monitor and improve the user experience and the performance of the Site. For example, we use Google Analytics to generate statistical and other information about the use of our Site by means of cookies. We also use Google’s DoubleClick Digital Marketing platform to manage and display relevant advertising.

To learn more about Google’s privacy policy, please visit: <http://www.google.com/policies/privacy/>. To learn more about Google’s DoubleClick privacy policy, please visit: https://www.google.com/intl/en_US/doubleclick/platform/terms.html. You can also learn more about how to opt out of the collection and processing of such information by Google by visiting this website: <https://tools.google.com/dlpage/gaoptout>.

You have the right to opt out of behavioral and interest-based marketing. To learn more about cookies and your ability to opt-out of certain advertising cookies, please visit the following websites: <https://optout.aboutads.info/?c=2&lang=EN> or <http://www.networkadvertising.org/choices>. If you do not want any information to be collected and used by tracking technologies, you can exercise some choice over such tracking by visiting the Network Advertising Initiative Opt-Out Tool (<http://optout.networkadvertising.org>) or the Digital Advertising Alliance Opt-Out Tool (<https://optout.aboutads.info>). Even if you disable tracking, keep in mind that you may still receive advertising, including from third parties with whom your information had been previously disclosed or advertising from third parties that is not based on your interests and preferences.

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“Do Not Track” is a privacy preference that you can set in some browsers if you do not want online services to collect and share certain kinds of information about your online activity. There is no consensus within the industry as to what “Do Not Track” means in this context. Like many websites and online services, Vital Images does not alter its practices when it receives a “Do Not Track” signal from a visitor’s browser. To find out more about “Do Not Track,” you may wish to visit <https://allaboutdnt.com/>.

Data Security

Vital is concerned about the protection of your personal data and takes physical, technical, and organizational measures to ensure a level of security that we believe is appropriate for its protection in relation to the relevant risks.

Legal Basis for Processing

Vital may process your personal data for the following reasons:

Performance of a contract. The use of your information may be necessary to perform the contract that you enter into with us. For example, if you use our Site to submit your information in order to access your images through MyVital, we will use your information to carry out our obligation to complete and administer that request or registration under the contract that we have with you.

Legitimate interests. We may use your information for our legitimate interests, such as to provide you with the best suitable content of the Site, emails and newsletters, to improve and promote our products and services and Site content, and for administrative, security, fraud detection and legal purposes.

Consent. We may rely on your consent to use your personal data for certain direct marketing purposes. You may withdraw your consent at any time by contacting us at the addresses at the end of this privacy policy.

U.S. Operation and International Transfer of Information

The Site is hosted in the United States and information we collect will be stored and processed in the United States. You should be aware that the privacy laws in the United States may not be as protective as those in your home jurisdiction. Your agreement to the terms of this privacy policy and submission of information to us represents your acknowledgement and agreement for your information to be processed in the United States subject to United States laws. In addition, our employees, contractors and affiliated organizations that process information for us as described above may be located in the United States or in other countries outside of your home country; by using the Site, you consent to the international transfer of such information by Vital to such parties.

If we transfer personal data from a European Union member state, we will only do so subject to a proper legal basis, such as implementing standard contractual clauses or with your consent.

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Notice of GDPR Privacy Rights to European Union and United Kingdom Residents

This section of our privacy policy contains information for persons located in the European Union, a European Economic Area member state, United Kingdom, or Switzerland. You are entitled under the European Union General Data Protection Regulation (“GDPR”) to the information in this section.

The right to be informed: Vital is publishing this privacy policy to keep you informed as to what we do with your personal data. We strive to be transparent about how we use your data.

The right to access: You have the right to access your information. When making a request, please provide an accurate description of the personal data to which you want access. Where requests are repetitive or manifestly unfounded or excessive, we may charge a reasonable fee based on administrative cost. Please contact Vital’s legal department at Legal@vitalimages.com if you wish to access the personal data that Vital holds about you.

The right to rectification: If the information that Vital holds about you is inaccurate or not complete, you have the right to ask us to rectify it. If that data has been passed to a third party with your consent or for legal reasons, then we must also ask them to rectify the data. Please contact our legal department if you need us to rectify your information: Legal@vitalimages.com.

The right to erasure: This is sometimes called ‘the right to be forgotten’. If you want Vital to erase all your personal data and we do not have a legal reason to continue to process and hold it, please contact our legal department: Legal@vitalimages.com.

The right to restrict processing: You have the right to ask Vital to restrict how we process your data in certain circumstances, including: (i) when the accuracy of the personal data is brought into question, or (ii) when we no longer need the personal data for purposes of the processing, but require such personal data for the establishment, exercise, or defense of a legal claim. This means we are permitted to store the data but not further process it. We keep just enough data to make sure we respect your request in the future. If you want us to restrict processing of your data, please contact our legal department: Legal@vitalimages.com.

The right to data portability: Vital must allow you to obtain and reuse your personal data for your own purposes across services in a safe and secure way without this effecting the usability of your data. Please contact our legal department if you want information on how to port your data elsewhere: legal@Vitalimages.com. This right only applies to personal data that you have provided to us as the Data Controller. The data must be held by us by consent or for the performance of a contract.

The right to object: You have the right to object to Vital processing your data even if it is based on our legitimate interests, the exercise of official authority, direct marketing (including data aggregation), and processing for the purpose of statistics. If you make such an objection, we will cease to process the personal data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or we can demonstrate the processing is for the establishment, exercise, or defense of legal claims. If you wish to object please contact our legal department: Legal@vitalimages.com.

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The right to withdraw consent: If our processing of your data is based on your consent but you change your mind later, you have the right to withdraw your consent at any time, and Vital must stop processing your data. If you want to withdraw your consent, please contact our legal department: Legal@vitalimages.com.

The right to complain to a Supervisory Authority: You have the right to complain to the supervisory authority in your country if you feel that Vital has not responded to your requests to solve a problem. A list of Supervisory Authorities is available here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm.

Commitment to Comply with Privacy Shield Framework

Vital complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States. Vital has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

Consistent with the Privacy Shield framework, Vital is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC).

In compliance with the Privacy Shield Principles, Vital commits to resolve complaints about our collection or use of your personal information. EU individuals with inquiries or complaints regarding our Privacy Shield policy should first contact Vital's Data Protection Officer at <https://www.vitalimages.com/ethics-and-compliance/data-protection-contacts/>.

Vital has further committed to cooperate with the panel established by the EU data protection authorities (DPAs) with regard to unresolved Privacy Shield complaints concerning both NON-HR data and human resources data transferred from the EU in the context of the employment relationship.

You may have the option to select binding arbitration under the Privacy Shield Panel for the resolution of your complaint under certain circumstances. For further information, please see the Privacy Shield website. To learn more about the Privacy Shield Framework, and to view Vital Images certification, please visit <https://www.privacyshield.gov>.

Consistent with the Principles, Vital Images may transfer personal information to third parties, including transfers from one country to another. We will only disclose an individual's non-public personal information to third parties under one or more of the following conditions:

- The disclosure is to a third-party providing services to Vital Images in connection with the operation of our business services to the customer, and as consistent with the purpose for which the personal information was collected. To the extent provided by the Principles, Vital Images remains responsible and liable under the Privacy Shield Principles if a third-party that it engages to process personal information on its behalf does so in a manner inconsistent with the Privacy Shield Principles, unless Vital Images proves that it is not responsible for the matter giving rise to the damage;

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- With the individual's permission to make the disclosure.
- Where required to the extent necessary to meet a legal obligation to which Vital Images is subject, including a lawful request by public authorities and national security or law enforcement obligations and applicable law, rule, order, or regulation.
- Where reasonably necessary for compliance or regulatory purposes, or for the establishment of legal claims.

MyVital Website

We will collect the information you provide to us in connection with creating an account on the Site via the MyVital platform ("MyVital"). We may also require your basic contact information, information related to the case for which you received support, and other personal data for purposes of providing you with the MyVital service. If any inaccuracies arise with respect to your personal data, you are encouraged to correct such inaccuracies directly in the MyVital platform. If you submit any sensitive personal data on the MyVital website, it will be deleted.

Visitors can always refuse to supply personal data, provided that it may prevent you from engaging in certain activities or benefits related to the Site. For example, providing your name and certain information related to the case for which you received imaging may be necessary in order to access certain features of MyVital.

If you already have a MyVital account, you may access, update, alter, or delete your basic user profile information by logging into your account and updating profile settings, or contacting Vital Support at customersupport@vitalimages.com.

Updates to Privacy Policy

We reserve the right, at any time, to add to, change, update or modify this privacy policy, by posting such change, update or modification on the Site and, when required by law. Any such change, update or modification will be effective immediately upon posting on the Site, as indicated by the "last updated" date below.

Finally, we invite you to contact us if you have any questions about this privacy policy, the practices of our Site, or your dealings with the Site. If you have questions or concerns about the way we are handling your information, please let us know. You may email us directly at Legal@vitalimages.com with the subject line "Privacy Concern." We will respond promptly and within all applicable laws.

Terms of Use

These terms of use govern your use of this website, vitalimages.com and myvital.vitalimages.com (the “Site”). Please read these terms carefully before using this Site. By using the Site, you agree to these terms of use. If you do not agree to these terms of use, do not use the Site.

Accessing the Site

This Site is for your individual use, and you agree to use this Site for lawful purposes only. You shall not copy, use, modify, transmit, distribute, reverse engineer, or in any way exploit copyrighted or proprietary materials available in this Site, except as expressly permitted by the respective owner(s) thereof. Use of any software available for downloading from the Site is governed by the terms of the applicable license agreement accompanying or included with the software. All trademarks, service marks, and trade names in this Site are the marks of the respective owner(s), and any unauthorized use thereof is strictly prohibited.

If you're a **child under the age of 13**, you are not permitted to have an account on the Site. Vital does not knowingly collect information from or direct any of our Site or content specifically to children under 13. If we learn or have reason to suspect that a user is under the age of 13, we will remove his or her information from our files and close the child's account. If you have reason to believe that we may have received personal data belonging to a child under the age of 13, please contact us immediately at Legal@vitalimages.com.

Communications

If you submit an e-mail address to us through this Site, we may use your e-mail address to communicate with you electronically. E-mail is not secure and you understand that there are risks associated with communicating via e-mail, including the possibility of unauthorized access, failure to receive e-mails because they have been misdirected or sent to a spam folder, and your inability to access e-mail due to power outages, hardware, or software malfunctions or failures of your computing device, or matters affecting the internet or your access to the internet. Do not rely on e-mail if you need to contact us immediately. For security reasons, we may not be able to respond to certain e-mail requests.

Content

This Site may provide general information about our products and services. Your eligibility for particular products and services is subject to our final determination, restrictions, and acceptance. We may discontinue or make changes to the information, products, licenses, or services described on this Site at any time. Any dated information is published as of its publication date only. We do not undertake any obligation or responsibility to update or amend any such information. Although we try to provide accurate and timely information on this Site, there may be inadvertent, technical, or factual inaccuracies and typographical errors. For these reasons we cannot warrant the accuracy, completeness, or timeliness of the information, text, graphics, links, or other items on this Site.

This Site's content, including but not limited to all music, audio clips, images, icons, text, design, graphics, code, software, logos, expressions, downloads, interfaces, and ideas, is copyrighted and

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protected by U.S. and worldwide copyright laws and treaty provisions. In addition, this Site's content is protected by patent and trademark laws, the laws of privacy and publicity, and the various communication regulations and statutes. We grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable license to access this Site and view the content therein on a single browser, for your individual use in accordance with these terms of use, and not for distribution, resale, sublicensing, time-sharing or service bureau usage. We reserve all rights not expressly granted in the foregoing sentence. Any unauthorized use or other activity by you in violation of these terms of use will cause the licenses granted to you by us in this paragraph to terminate immediately and automatically.

Indemnification

You agree to defend, indemnify, and hold us and our affiliates harmless from and against any and all claims, losses, liabilities, damages, and expenses (including attorney's fees) arising out of your use of the Site. You further agree that you will cooperate fully in the defense of any such claims. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without our written consent.

Links to Other Websites

The materials that can be accessed from linked sites are not maintained by us and we are not responsible for the contents thereof. Any reference to a linked site or any specific third-party product or service by name does not constitute or imply its endorsement by us, and you assume all risk with respect to its use.

Security

We have taken steps to protect the privacy and security of your personal data as well as your financial transactions with us. Although we use administrative, technical, and physical security measures to protect your account and other personal data, the internet is a public network, and we cannot guarantee that any information transmitted or transactions conducted via the internet are absolutely secure or that a third party will not be able to access or intercept such payment information. We are not responsible for any electronic virus or viruses that you may encounter as you use the internet. We suggest that you routinely scan your devices using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

We are committed to stopping fraud and reserve the right to take all reasonable measures to detect and prevent it. For security purposes, we may view, monitor, and record activity on this Site without notice or permission from you. Any information obtained by monitoring, viewing, or recording may be subject to review by law-enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Site. We will also comply with all court orders involving requests for such information. Actual or attempted fraud or other unauthorized use of the Site may result in criminal and/or civil prosecution and immediate termination of your right to use the Site.

To protect the security of your information, we may require you to authenticate your identity (*i.e.*, prove that you are who you say you are) to conduct certain transactions on this Site. Use of unique login information may be required to access certain portions of the Site. You acknowledge that your login information is unique and must be kept private and confidential to protect the security of your account. You agree not to give or make available your login information to any unauthorized individual. If you believe your login information has been compromised, lost or stolen, someone without authorization

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has attempted to use your account, or your account has been accessed by someone without authorization, you must notify us immediately (using the contact information below). If you lose or forget your login information, contact us immediately. If you fail to notify us, you may be liable for all unauthorized activity on your account.

User Submissions

With respect to any content you submit or make available through or on our Site (other than personal data, which is handled in accordance with the privacy policy), you grant us a non-exclusive, perpetual, irrevocable, non-terminable, unrestricted, worldwide, royalty-free license to use, copy, reproduce, distribute, publicly display, publicly perform, transmit, modify, create derivative works, and sublicense such content or any part of such content, by any means and in all media formats and channels now known or hereafter devised in perpetuity, and to advertise and promote such use, without any notice or permission from you or any other person, and without compensation or attribution to you or any other person.

Warranties / Limitations of Liability

The materials made available in the Site, including materials in linked sites directly or indirectly accessible from the Site, are provided "as is" without warranties of any kind, either express or implied, including but not limited to all implied warranties of merchantability, fitness for a particular purpose, title, or noninfringement. We do not warrant that the materials will be error free, nor free of viruses, defamatory, offensive, or other harmful matter. You assume the entire cost of any necessary service, repair, or correction.

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT MAY ARISE IN CONNECTION WITH THIS SITE, OR FROM YOUR USE OF, OR INABILITY TO USE, THIS SITE OR ANY INFORMATION PROVIDED ON THIS SITE; OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; OR DISCLOSURE OF INFORMATION WHEN REPLYING TO YOU BY E-MAIL OR OTHER ELECTRONIC MEANS OR RECEIVING E-MAILS FROM YOU; EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

WE ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY VIRUSES THAT MAY INFECT OR DAMAGE YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR ACCESS TO, USE OF, OR BROWSING OF THIS SITE, THE WEB, OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THIS SITE OR THE WEB.

WE DO NOT WARRANT NOR REPRESENT THAT YOUR USE OF MATERIALS DISPLAYED ON THIS SITE WILL NOT INFRINGE RIGHTS OF THIRD PARTIES NOT OWNED BY OR AFFILIATED WITH US.

Privacy Policy and Terms of Use

Please retain copies of all content you submit, as we are under no obligation to store or return any such content to you. Your submission of content will not be subject to any obligation of confidentiality, attribution, or otherwise. We are under no obligation to monitor any user-submitted content or use of this Site, but we reserve the right to monitor or moderate user content, in our sole discretion, and to enforce our or a third party's intellectual property rights in any user-submitted content. We reserve the right to discard or remove any user-submitted content from this Site in our sole discretion and without any liability. You acknowledge that you are responsible for any content you may submit through this Site, including the legality, reliability, appropriateness, originality, and copyright of any such content

Other Terms and Conditions

The terms of use shall be governed in accordance with the laws of the state of Minnesota, U.S.A., excluding its conflict of laws provisions. We reserve the right to add, delete, or modify any or all terms of use at any time with or without notice.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

If any terms in these terms of use change due to applicable law or is declared invalid by order of a court, the remaining terms will not be affected, and these terms of use will be interpreted as if the invalid terms had not been placed in these terms of use.

Changes to these Terms of Use

You agree that we may from time to time amend all or any part of these terms of use, including, without limitation, establishing, increasing, or decreasing the fees and charges for products and services made available through this Site and changing the features and functionality to this Site. We will notify you electronically of any changes as required by applicable law. Any such changes shall take effect as soon as they are posted on this Site. Your use of the Site after the effective date of the change shall constitute your agreement to be bound by the terms of the change. You should also review these terms of use periodically for any changes.

Contact Us

If you have any questions about these Terms of Use, please contact us at support@vitalimages.com or +1 952.487.9519.

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