

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 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 (the “Site”).

What Information We Collect and Why We Collect It:

- **Information from Site Visitors**

You can visit the Site without providing specific information about yourself. While we do measure the amount and nature of visits to our site, this data does not include information about your identity. For instance, we may collect various forms of information such as entry and exit points for our Site (i.e., referring URLs or domains), site traffic statistics, operating system and browser type (collectively “Traffic Data”). Traffic Data is anonymous information that does not personally identify you but is helpful for marketing purposes or for improving your experience on the Site.

In addition, 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. We collect this information to understand how visitors use the Site, to improve performance and content, and to monitor security of the Site.

- **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 may need your name, address or similar information. At the time you provide this information, we will try to tell you how it will be used and why. Generally, our use of any information collected from you will be limited by the scope of your request or interaction with us. If you decide that you no longer wish to receive information from us, please notify us at marketingdownstream@vitalimages.com.

Any marketing emails will only be sent if you have provided your consent to receive them. Any emails that are sent to you for marketing purposes will contain an “unsubscribe” link at the bottom of the email so that you can stop receiving emails at any time you choose.

We will also collect the information you provide to us in connection with creating an account on the Site via the My Vital Images platform (“MyVital”). We may also require your basic contact information, information related to the case for which you received imaging, and other personal information 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.

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.

- **Information Vital Does Not Collect**

Vital does not intentionally collect sensitive personal information, such as social security numbers, ethnicity, genetic data, health information, or religious affiliation. Although Vital does not request or

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intentionally collect any sensitive personal information, we realize that users might store this kind of information in a Vital repository. If you store any sensitive personal information on Vital's servers (such as by providing health information through MyVital), you are consenting to our storage of that information on our servers, which are located in the United States.

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. 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. It functions as your identification card, recording such things as Internet addresses, passwords, and preferences. It 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.

We may engage third party tracking services 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. We will not use third party tracking services to track you individually or to collect any of your personal data without your express consent.

"Do Not Track" is a privacy preference that you can set in your browser if you do not want online services to collect and share certain kinds of information about your online activity. Vital does not track your online browsing activity on other online services over time and we do not permit third-party services to track your activity on our site beyond our basic tracking. Because we do not share this kind of data with third party services or permit this kind of third party data collection for any of our users, and we do not track our users on third-party websites ourselves, we do not need to respond differently to an individual browser's Do Not Track setting.

How We Use Your Information:

Vital may use the personal data collected from you as described above in the following ways:

- to provide access to our services and customer support and 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
- 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; and/or
- to take any other action as otherwise stated in this Privacy Policy.

How We Protect 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.

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

Third Party Websites:

The Site also 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 use of cookies by third parties is not covered by our Privacy Policy.

Data Retention and Deletion:

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.

Vital will retain your information for only as long as your account is active or as needed to provide you services through the Site. Unless we are actively using your personal information as indicated above, we will delete your personal data after 3 years of inactivity. Otherwise, we don't automatically delete inactive user accounts, so unless you choose to delete your account, we will retain your account information for such period. We will also retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Legal Basis for Processing:

Vital may process your personal information for the following reasons:

Performance of a contract. The use of your information may be necessary to perform the contract that you have 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 information 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.

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

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

The right to access: You have the right to access your information. Please contact Vital's legal department at Legal@vitalimages.com if you wish to access the personal information 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. 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 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 wish to object please contact our legal department: Legal@vitalimages.com.

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.

Notice of Privacy Rights to California Residents:

Section 1798.83 of the California Civil Code permits California residents to request from a business, with whom the California resident has an established business relationship, information related to the personal information disclosed by us to third parties for direct marketing purposes and the names and addresses of the third parties with whom the business has shared such information during the immediately preceding calendar year. You may make one request each year by emailing us at Legal@vitalimages.com or sending a letter to:

Vital Images, Inc.
Attention: Privacy Policy
5850 Opus Parkway, Suite 300
Minnetonka, MN 55343

Updates to Privacy Policy:

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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 requesting that you reaffirm your consent. Any such change, update or modification will be effective immediately upon posting on the Site.

This Privacy Policy was last updated on April 25, 2018.

For information about our terms of use, see *Terms & Conditions*.

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 within 30 days at the latest.

Terms of Use

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.

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.

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.

Under no circumstances shall we, nor our affiliates, agents, and suppliers, be liable for any damages, including without limitation, direct, indirect, incidental, special, punitive, consequential, or other damages (including without limitation lost profits, lost revenues, lost data or similar economic loss), whether in contract, tort, or otherwise, arising out of the use or inability to use the materials available in the Site or any linked site, even if we are advised of the possibility thereof, nor for any claim by a third party.

This site is for your personal and non-commercial 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 information belonging to a child under the age of 13, please contact us immediately at Legal@vitalimages.com.

Vital accepts and responds to requests such as disclosure, correction, addition, or deletion and veto of use or provision of personal information (the "Disclosure Requests") from the person who provided his/her personal information. For procedures related to Disclosure Requests, please refer to Vital's Privacy Policy.

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.

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.