

Privacy Policy

1. Introduction

This Privacy Policy applies to the website ("Imaginglink Site," or the "Site,") and any services provided or made available through or in connection with the Site (collectively, the "Services") by Imaginglink, Inc., a Delaware, USA corporation or any of its affiliates (together, "Imaginglink").

Through the Site and the Services, Imaginglink provides educational and informational content and communications tools for use by health care professionals and others in connection with specified medical areas of focus.

This Privacy Policy describes Imaginglink's collection and use of personal information (any information that can be used to identify a specific individual).

2. Personal Information Collected

Imaginglink collects personal information about health care professionals and others who may register to use the Site. Such information may include, without limitation, your name, email, physical address, phone and fax numbers, and, as applicable, details about medical training, credentials, and experience.

If you have any hesitation about providing personal information to us and/or having such information displayed on the Site or otherwise used in any manner permitted in this Privacy Policy and the applicable terms of service (the "Terms"), do not register or provide such information. Except as noted in this Privacy Policy, you do not need to be a registered user (a "User") to access public portions of the Site, but your use of the Site and Services is conditioned on this Privacy Policy in any case.

If an authorized third party, such as an administrator in your office, completes the registration form on your behalf, both you and that third party will be deemed to have accepted all of the terms of this Privacy Policy.

A. COLLECTION OF PERSONAL INFORMATION FROM YOU AT THE FOLLOWING TIMES:

When You Register

When you register as a User, you will be required to provide personal information including, without limitation: name, address, specialty, office phone, occupation, email address and password. Physicians may be required to additionally enter or confirm medical school, year of graduation and birthday. We use your medical school year of graduation and birthday in order to verify that you are a physician.

If you sign up for Premium Services, you may be asked to provide additional personal information as well.

When you register, you will be given the option to make some of your personal information publicly available on the Site. All of the information that is publicly available or you voluntarily provide will be published in your profile, which is accessible to anyone browsing the Imaginglink directory. Any information you provide to us, whether during the registration process or as an update to your profile, may be used in the same manner and extent to which other information is permitted to be used hereunder, including for the purpose of serving advertisements through the service.

Private information in your profile may be visible to confirmed colleagues with whom you select to share it.

When You Invite Others to Join Imaginglink

If you wish to invite your colleagues to join Imaginglink, you can use our Services to fax or email invitations to them. The names and contact information of people that you invite will be used only to send your invitation and related communications.

When You Contact Customer Support

Imaginglink may collect information through our website or through Customer Support in order to, among other things, accurately categorize and respond to your inquiry and deliver appropriate service levels.

B. Cookies

Like most websites, Imaginglink uses cookies and web log files to track site usage. A cookie is a tiny data file that resides on your computer and allows Imaginglink to recognize you as a User when you return to the Site using the same computer and web browser. Like the information you enter at registration or when you update your profile, cookie and log file data is used to customize your experience on our website. One type of cookie, known as a "persistent" cookie, is set once you've logged in to your Imaginglink account. The next time you visit the Site, the persistent cookie may allow us to recognize you as an existing User so you may not need to log in before using the Site. We use cookies to improve the quality of our service by storing User preferences and tracking User trends. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. The Site and Services may not function properly if you refuse to accept cookies from Imaginglink.

C. Log files, IP addresses and information about your computer and mobile device

When you visit the Site, we automatically receive the URL of the site from which you came and the site to which you are going when you leave Imaginglink. Imaginglink also receives the internet protocol ("IP") address of your computer (or the proxy server you use to access the World Wide Web), your computer operating system and type of web browser you are using, email patterns, mobile device operating system (if you are accessing Imaginglink using a mobile device), as well as the name of your ISP or your mobile carrier. We use this information to analyse overall trends to help improve the service. The linkage between your IP address and your personally identifiable information is not shared with third parties without your permission, except as described in Sections 3.8 and 3.9 ("Legal Disclaimer" and "Disclosures to Others"), below.

D. Consent to Imaginglink Processing Information about You

Certain information you provide to Imaginglink may reveal, or allow others to identify, your nationality, ethnic origin, religion or other aspects of your identity and your life. In providing information to Imaginglink, you are expressly and voluntarily accepting the terms and conditions of this Privacy Policy and Imaginglink's Terms. The supplying of all such information by you to Imaginglink, including all information deemed "personal" or "sensitive" by applicable law, is entirely voluntary on your part. You have the right to withdraw your consent at any time, in accordance with the terms of this Privacy Policy and the Terms, but withdrawal of your consent will not be retroactive.

E. Rights to Access, Correct and Eliminate Information about You

You have a right to access, modify, correct and eliminate the data about you, which has been collected pursuant to your decision to become a User. If you update any of your information, we may keep a copy of the information which you originally provided to us in our archives for uses documented herein. We take your rights seriously and encourage you to use them if you deem this to be appropriate. You may exercise these rights by emailing us. To send us an email, use the "Contact Us" links located at the bottom of every page of our site.

3. USES OF PERSONAL INFORMATION

A. Imaginglink's Communications to You

Imaginglink will communicate with you through email, fax and notices posted on the Site or through other means available through the Services, including text and other forms of messaging. If we send any communications to you via the carrier service with which you have a mobile communications subscription or otherwise have access, you will pay any service fees associated with any such access (including text messaging charges for messages to your mobile device). Our communications to you include emails, which help inform Users about various features of the

service. Imaginglink may send you promotional information unless you have opted out of receiving such information. You can change your email and contact preferences at any time by updating your profile information.

B. Customized Content

Information provided to Imaginglink (or to third parties with whom it offers combined services) is also used to customize your experience on our website. For example, you can store “favourite” phone numbers for easy reference.

C. Sharing Information with Third Parties

Imaginglink takes the privacy of Users very seriously. We do not sell, rent, or otherwise provide your private information to third parties for marketing or other purposes. We may provide non-personally identifiable information about the usage of our Services with third party service providers with whom we contract to help us provide our Services. For example, we may work with vendors, consultants or other third parties to host and maintain our data and website properties, analyze our data, or provide marketing assistance. All contracted third parties must agree not to use your personal information and communications other than to fulfil their responsibilities to us and are bound by confidentiality agreements with regard to their use of such information. We may provide aggregated anonymous data about the usage of our Services to third parties for such purposes as we deem, in our sole discretion, to be appropriate, including to prospective investors in Imaginglink.

As part of our Services, we may share personal information with accredited Continuing Medical Education (CME) and Continuing Education (CE) providers who certify CME and CE activities, to process CME or CE activities you may choose to take through our Services. When you use the Services through a Site, newsletter, mobile app or other medium, you may be presented with advertisements or opportunities to engage in informational programs consisting of sponsor-selected content. Examples of these programs include sponsored news alerts or branded or unbranded discussion groups. All sponsored programs will be labelled clearly as sponsored.

When you choose to engage with a sponsored program, such as engaging with a commercial client’s sponsored news alert, we may provide our commercial clients with your identifiable information and information about the type of engagement (e.g., whether you viewed, interacted with or requested information about such promotional content). We will only share your identifiable information with clients who have agreed to use such information solely for authorized purposes.

You may revoke your authorization to participate in these features of our Services at any time. If you would like to be excluded from the accredited bodies, leading publications or commercial features of our Services, please send us an email (use the “Contact Us” links located at the bottom of every page of our Site).

D. Finding Colleagues

We use your information, including the addresses you import through our contact importers, to make suggestions to you and other users on Imaginglink. For example, if another user imports the same email address as you do, we may suggest that you add each other as colleagues.

To help your friends find you, we allow other users to use contact information they have about you, such as your email address, to find you, including through contact importers and search.

E. Search

We offer search services to help you find information and learn more about other Users (for example, you can search for Users with particular expertise, or that you may know from your medical school). We use information from User profiles and other contributions to Imaginglink to inform and refine our search service.

F. Surveys and Polls

As a User, you may receive requests to participate in market research including polls and surveys submitted by other Imaginglink members. If you participate in surveys and polls offered through our website, the information you provide may be visible to others using the Site.

G. Communications to other Users

Communications you initiate through Imaginglink, such as a colleague invitation sent to a non-User, will list your name in the message, along with your current office address and phone/fax numbers. No other contact information will be included in the message. Imaginglink members may communicate with one another using the Imaginglink social media wall or real time chat feature. Real time chat messages may only be initiated between two logged in users who have confirmed a colleague relationship within the Imaginglink network. In the case where a User has initiated a group message to two or more of his or her colleagues, recipients of this group message may "reply all" to the recipients of this group message, even though they are not all colleagues. This is the only instance where a User may receive a message from a non-colleague. Real time chat messages may be sent Secure or non-Secure. Secure messages require recipients to confirm their identity by entering their PIN code prior to viewing. Non-Secure messages may be read by anyone with access to a User's mobile device.

You can disable real time chat at any time in Settings, and you can disable "push" notifications of new DocMail messages at any time through the settings on your mobile device.

H. Closing Your Account

If you close your Imaginglink account, we will remove all of the personal information that you have provided to Imaginglink from our publicly viewable database, as well as any private profile information that you have stored with us. We may retain the publicly available data in the database, including all of the information about you that was available on our database prior to your joining the Imaginglink network. Other information, that does not personally identify you as an individual, is collected by Imaginglink from Users (such as, for example, patterns of utilization) and is exclusively owned by Imaginglink. This information can be utilized by Imaginglink in such manner as Imaginglink, in its sole discretion, deems appropriate.

I. Legal Disclaimer

We may need to disclose personal information when required by law, such as responses to civil or criminal subpoenas, or other requests by law enforcement personnel. We will disclose such information when we have a good-faith belief that it is necessary to comply with a court order, on going judicial proceeding, subpoena, or other legal process or request to Imaginglink brought in any country throughout the world, or to exercise our legal rights or defend against legal claims.

J. Disclosures to Others

We may also disclose your personal and other information you provide, to another third party as part of a reorganization or a sale of substantially all of the business of Imaginglink. Any third party to which we transfer or sell Imaginglink's assets will have the right to continue to use the personal and other information that you provide to us.

4. YOUR INFORMATION CHOICES

A. Accessing and Changing Your Account Information

You can review the personal information you provided us and make any desired changes to the information you publish, or to the settings for your Imaginglink account, including your email and contact preferences, at any time by updating your profile. Please be aware that even after your request for a change is processed, Imaginglink may, for a time, retain residual information about you in its backup and/or archival copies of its database.

B. Closing Your Account

You can also close your account at any time by emailing support@imaginglink.com. [[[If you close your Imaginglink account, we will remove all of the information that you have provided to Imaginglink from our publicly viewable database, as well as any private profile information that you have stored with us.]]] We will retain certain data contributed by you if we believe it may be necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated, non-personally identifiable data, account recovery, or if required by law.

Imaginglink may also retain and use your information if necessary to provide the Services to other Users. For example, just as an email you may send to another person through an email service provider resides in that person's inbox even after you delete it from your sent files or close your account, communications to other Users, as well as your contributions to the Site or other communications, may remain visible to others after you have closed your account. Similarly, other information you have shared with others, or that other Users have copied, may also remain visible. This includes personal health information that you communicate through the Services. Imaginglink disclaims any liability in relation to the deletion or retention (subject to the terms herein) of information or any obligation not to delete the information. Imaginglink does not control when search engines update their cache, which may contain certain public profile information that has since been removed from Imaginglink's publicly viewable database.

To request that we close your account and remove your information from the Site, please send your request using an email account that you have registered with Imaginglink under your name. You will receive a response within five business days of its receipt.

C. Memorializing Accounts

If we learn that a User is deceased, we may memorialize the User's account. In these cases we may restrict profile access, remove messaging functionality, and close an account if we receive a formal request from the User's next of kin or other proper legal request to do so.

5. YOUR OBLIGATIONS

As a User, you have certain obligations toward the other Users with whom you will be communicating. Certain of these obligations are imposed by applicable law and regulations, and others have become commonplace in user-friendly communities of like-minded members, such as Imaginglink. Your obligations are:

- You must, at all times, respect the terms and conditions of the then-current Privacy Policy and the Terms. This includes respecting all intellectual property rights which may belong to third parties (such as photographs).
- You must not download or otherwise disseminate any information which may be deemed to be injurious, defamatory, violent, offensive, racist, sexist or xenophobic, or which may otherwise violate the purpose and spirit of Imaginglink and its community of Users.
- You must not provide information to Imaginglink and /or other Users which you believe might be injurious or detrimental to your person, professional or social status.
- You must not use our Services for commercial, non-clinical purposes. While we do allow selected client outreach for partner information, market research, expert witness, and career opportunities, these messages have a distinct format and channel-level opt-outs to protect our members. Those found soliciting, scamming, or spamming other members will be removed or suspended from the network at our sole discretion.

Any violation of these guidelines may lead to the restriction, suspension or termination of your account by Imaginglink, as we take these principles seriously and consider them to be the basis on which our Users adhere to the Site and the Services.

6. IMPORTANT INFORMATION

If Users have questions or concerns regarding this statement, you may contact Imaginglink by email at support@imaginglink.com

A. Changes to this Privacy Policy

We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email, or by means of a notice on our home page. We generally post updates to this policy once per year or as applicable. By continuing to use the Services after notice of changes have been sent to you or published on the Site, you are consenting to the changes.

If you use the Services after notice of these changes have been posted, you are providing your consent to the changed practices.

7. SECURITY

In order to secure your personal information, access to your data on Imaginglink is password-protected. It is your responsibility to protect the security of your login information.