

## myClinicalExchange Privacy Notice

Last updated February 25, 2021

This is the privacy notice (“Privacy Notice”) for myClinicalExchange (“myClinicalExchange”, “MCE”, “we” or “us”) by HealthStream, Inc., along with its subsidiaries and affiliates (collectively, “HealthStream”). It explains the collection and use of information via the myClinicalExchange website that allows medical institutions such as hospitals, clinics, and offices (each a “Medical Center”) that have students (each a “Student”) from educational institutions such as schools, nursing clinics, and universities (each an “Educational Institution”) to manage the Medical Center’s relationship with the Student, including rotation schedules, notes about the rotation, the Student’s documentation necessary to perform rotations at the Medical Center, and other available functions (collectively, the “Services”).

This Privacy Notice is part of and governed by the [HealthStream Terms of Use](#) (“Terms”). Capitalized terms not defined in this Privacy Notice have the meanings given to them in the Terms. Any additional notices we may provide about our privacy practices will be considered to form part of this Privacy Notice. Note that this Privacy Notice **DOES NOT** apply to HealthStream’s other Services or to any third-party websites or platforms. Your use of a third-party website, such as Medical Center or Educational Institution website, is governed by the third party’s privacy notice, and we have no control over their privacy practices.

### CONSENT

By using or accessing our Services in any manner, you acknowledge and accept this Privacy Notice, and you consent to MyClinicalExchange’s collection, use, and disclosure of your information as described below. If you do not agree with this Privacy Notice, do not use our Services.

### HIPAA & FERPA

While certain information associated with your account may be protected health information or non-public educational information, myClinicalExchange is not a “covered entity” or “business associate” under the Health Insurance Portability and Accountability Act of 1996 or the privacy and security rules promulgated thereunder (“HIPAA”), nor a “school” under the Family Educational Rights and Privacy Act (“FERPA”). MCE is not subject to HIPAA, and we make no warranty or representation that disclosures of information via the Services are permissible under HIPAA or that the Services comply with HIPAA or any other law or regulation governing health care or medical professions. Each Medical Center and Educational Institution, and not MCE, is responsible for all decisions it makes regarding the use, disclosure, or safeguarding of protected health information. For FERPA purposes, MCE is a contractor working on behalf of the Medical Center and/or Educational Institution and is therefore considered a “school official”. Each Medical Center and Educational Institution, and not MCE, is responsible for ensuring its use of the Services complies with FERPA.

### PERSONAL INFORMATION

As used in this Privacy Notice, “Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, such as:

- Identifiers (e.g., name, address, username, IP address, email address);
- Protected Information (e.g., gender, race, citizenship, marital status);
- Biometric information (e.g., photograph, health data), and audio, electronic, visual, thermal, olfactory, or similar information;
- Commercial information (e.g., products or services purchased, obtained, or considered,

- or other purchasing or consuming histories or tendencies);
- Employment-related information (e.g., work history, work authorizations);
- Non-public educational information, including information protected under FERPA);
- Internet activity (e.g., interactions with a website, content, or advertisement);
- Inferences drawn from Personal Information to create a profile about preferences, characteristics, trends, predispositions, behavior, attitudes, and aptitudes; and
- Sensitive Personal Information (e.g., social security or government ID number; precise geolocation; racial or ethnic origin; biometrics; health information; union membership; contents of messages when we are not the recipient).

Personal Information **does not** include: (i) publicly available information; (ii) aggregate information, meaning data about a group or category of services or users from which individual identities and other Personal Information has been removed; or (iii) deidentified information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular consumer.

## **COLLECTION & USE OF PERSONAL INFORMATION**

The types of Personal Information we collect and how it is used depends on how you interact with us, whether as a website visitor, Student, an instructor with a Medical Center or Educational Institution registered to use the Services (“Instructor”), or an administrator with a Medical Center or an Educational Institution (“Administrator”). We only collect, use, retain, and disclose Personal Information as reasonably necessary and proportionate to provide the Services or for other purposes that we disclose to you and are compatible with the context of how we collected the Personal Information. We will update this Privacy Notice or otherwise notify you before we collect additional categories of Personal Information or use your Personal Information for purposes that are incompatible with the purpose stated at the time of collection.

### **Categories of Personal Information**

During the preceding 12 months, we have collected these categories of Personal Information:

- Identifiers
- Employment-related information
- Non-public educational information
- Biometric information
- Protected information
- Sensitive Personal Information
- Internet activity

### **Sources of Collection**

We collect Personal Information from the following sources and use it as described below:

- **Directly from you when you register with myClinicalExchange.** To use the Services, you must register with myClinicalExchange and provide your contact information like your name, email address, mailing address, and phone number, as well as your login credentials and, if your Medical Center or Educational Institution requires it, uploads of documents related to your role with your Medical Center or Educational Institution if (“Registration Information”). We collect Registration Information with your consent, and we use it to provide the Services, identify and administer your account, and communicate with you about the Services. Please note that an Administrator with your Medical Center

or Educational Institution can access, maintain, and share any Personal Information associated with your account. You may refuse to supply any requested Personal Information; however, this may impede your ability to participate in your clerkship, rotation, or other program. Please contact your Medical Center or Educational Institution with any questions about the categories of Personal Information requested for your account.

- **Directly from you as a Student.** In addition to Registration Information, we collect Student identifiers like date of birth, educational information like graduation date, a photograph, certain protected information like gender and other demographic information, and sensitive Personal Information including your social security number and vehicle make, model and license plate. Your Medical Center or Educational Institution may require you to provide additional Personal Information, such as non-public educational information, employment information, or additional sensitive Personal Information. We collect this information with your consent, and we use it to enable you and your Medical Center or Educational Institution to manage your rotation, clerkship, or other role within those organizations.
- **Directly from you as an Instructor.** If you are an Instructor, in addition to Registration Information, we collect Personal Information from you as required by your Medical Center or Educational Institution. For example, your Medical Center or Educational Institution may require you to provide a photograph, medical information like your immunizations, health records, and drug screening results, additional sensitive Personal Information like vehicle make, model and license plate or information found in background investigations and credit reports, employment information like work history and work authorizations, and certain non-public educational information. We collect this information with your consent, and we use it to enable you and your Medical Center or Educational Institution to manage your role within the organization.
- **From your Medical Center or Educational Institution.** A Medical Center or Educational Institution may create a registered user's account on their behalf and/or provide any or all Registration Information and other Personal Information that MCE would otherwise collect directly from the registered user. Additionally, your Medical Center or Educational Institution may contract with third parties to transmit Personal Information to the Services for inclusion in your account, such as medical information (e.g., immunizations, health records, or drug screening results), sensitive Personal Information found in background investigations and credit reports, employment information, or non-public educational information. The Medical Center or Educational Institution may also input the Student's or Instructor's rotation or clerkship details, performance notes or review, supervisor or other reports, or any other details necessary to manage the Student's or Instructor's role with the Medical Center or Educational Institution. We collect and use this information in our role as a service provider to achieve our legitimate interest of providing the contracted Services to you and your Medical Center or Educational Institution. Note that we do not control or verify the information provided to us by a Medical Center or Educational Institution. If you have any questions about information on your account not input by you directly, please contact your Medical Center or Educational Institution.
- **Automatically from you when you visit the Site.** When you interact with the website, whether as a website visitor or registered user of our Services, we automatically collect data about your internet activity such as your IP address, internet service provider, browser, information, device data, date and time of access, and the content with which you interact. Like most online services, the Services use cookies as described in our [Cookie List](#). We collect this information to achieve our legitimate interest of managing and improving our Services. We use this information to administer the website, provide and

improve the Services, analyze usage, protect the Services and its content from inappropriate use, and improve the nature and marketing of the Services.

### **Other Uses**

In addition to the specific uses described above, MyClinicalExchange might also use your Personal Information to: (i) provide, maintain, and improve the Services; (ii) personalize the user experience and provide customer service; (iii) send you support and administrative messages; (iv) monitor your compliance with any of your agreements with us; (v) detect, investigate, and prevent fraudulent transactions and other illegal activities and protect the rights and property of Company and others; (vi) protect your privacy, enforce this Privacy Notice, and comply with applicable laws, regulations, legal processes or court orders; (vii) if we believe it is necessary, to identify, contact, or bring legal action against persons who may be causing injury to you, to us, or to others; or (viii) fulfill any other purpose to which you consent.

### **Retention of Personal Information**

Medical Centers and Educational Institutions use the Services as a central repository of information about their Students and Instructors. MCE retains all categories of Personal Information input to the Services that the Medical Center or Educational Institution may need for credentialing or auditing purposes for 10 years after a Student or Instructor has completed or discontinued their program, unless a different retention period is necessary to comply with applicable policies, governing regulations, or applicable law. All other Personal Information we collect is retained for two years. We may also retain and use Personal Information to the extent necessary to comply with our legal obligations, resolve disputes, or enforce our agreements. At the conclusion of the retention period, we permanently delete the Personal Information from our systems.

## **DISCLOSING PERSONAL INFORMATION**

### **Categories**

In the preceding 12 months, MyClinicalExchange has disclosed all categories of Personal Information that we collected for a business purpose to the recipients described below.

### **Recipients**

MyClinicalExchange may disclose Personal Information to the recipients described below, or to other recipients with your permission or as required by law:

- **Your Medical Center or Educational Institution:** In our role as a service provider to your Medical Center or Educational Institution, we may disclose any Personal Information associated with your account to your Medical Center or Educational Institution. Such disclosure is essential to the Services to enable you and your Medical Center or Educational Institution to manage your rotation, clerkship, or other role within those organizations.
- **Our Affiliates.** As a part of the HealthStream family of services, we may disclose the Personal Information we collect about you via myClinicalExchange to HealthStream or other services or brands offered by HealthStream ("Affiliates"). For example, we share Personal Information with Affiliates for customer support purposes, marketing, and to improve technical operations.
- **Our Service Providers.** We use a variety of service providers such as data hosting companies, analytics services, email hosting services, and payment processors. The type

of information that we share with a service provider will depend on the service that they provide to us. Our service providers are subject to contractual agreements that protect your Personal Information, and we require all service providers to maintain confidentiality standards that are commercially reasonable to ensure the security of your Personal Information. However, the use of your Personal Information by our service providers is ultimately governed by their privacy notices and is not within our direct control.

- **Cookie Information Recipients.** In some cases, we may allow specific cooperating entities to use [cookies](#) or similar technologies to collect non-personal data from your browser or device for measurement purposes. Receipt and use of such information are subject to each cookie information recipient's Privacy Notice.
- **Other Third Parties for Specific Purposes.** Under specific circumstances, we may disclose Personal Information to certain third parties as permitted by applicable law, for example: if we go through a business transition (e.g., merger, acquisition, or asset sale); to law enforcement as required by enforcement or judicial authorities; to comply with a legal requirement or a court order; when we believe it is appropriate to take action regarding illegal activities or prevent fraud or harm to any person; to exercise or defend our legal claims; or for any other reason with your consent.

### **Aggregated and Deidentified Information**

We reserve the right to disclose aggregated, anonymized, or deidentified information about any individuals with affiliated or nonaffiliated entities for marketing, advertising, research, or other purposes, without restriction. For example, we may share reports showing trends about the general use of our Services without identifying an individual.

### **INTERNATIONAL USERS AND CONSENT TO CROSS-BORDER DATA TRANSFERS**

MyClinicalExchange is owned and operated in the United States and is designed to serve Medical Centers and Educational Institutions located in the United States. If you are a registered user who is a non-US resident or if you visit the website from outside of the United States, you acknowledge that Personal Information we collect about you will be transferred to our servers in the United States and maintained there indefinitely. This may require the transfer of your Personal Information out of your country of origin with laws governing data collection and use that may differ from or be more restrictive than U.S. law, or may result in governments, courts, law enforcement, or regulatory agencies having access to or obtaining disclosure of your Personal Information pursuant to the laws of the applicable foreign jurisdiction. By allowing us to collect Personal Information about you, you consent to this Privacy Notice and the transfer and processing of your Personal Information as described in this paragraph, and you waive any and all remedies that you may have based on the laws of your country.

### **CHILDREN'S PRIVACY**

You must be at least 13 years old to use the Services. Additionally, if you are between the ages of 13 and 16 years old, you may only use the Services after your parent or guardian consents via registration or email. We do not knowingly collect any Personal Information from children under 16 without obtaining consent from the child's parent or guardian. As part of our commitment to your privacy, we encourage you to contact us at [privacy@myclinicaexchange.com](mailto:privacy@myclinicaexchange.com) if you believe we might have collected any information online from a child under 16 without parent or guardian consent. myClinicalExchange reserves the right to delete any information from our systems if we discover it was improperly collected.

Note that myClinicalExchange cannot control the privacy practices of Medical Centers and Educational Institutions that use the Services. If a Medical Center or Educational Institution chooses to input children's Personal Information on the Services, it is done under their own privacy practices, not ours. myClinicalExchange is not responsible for the failure of a Medical Center, Educational Institution, or other third party to comply with any law designed to protect children or any other law governing their use of our Services. Please contact the Medical Center or Educational Institution directly if you have questions about their privacy practices.

## YOUR PRIVACY RIGHTS

MyClinicalExchange believes you should have the ability to control the Personal Information we collect and hold about you on your own. You can use the methods described below to control how we collect and use your Personal Information.

- **Your Account:** Registered users can change or delete certain Personal Information in their accounts at any time by signing into the Services and editing information or changing settings. For accurate credentialing purposes, Students can only change their last name in this manner; all other changes to Student accounts must be facilitated and confirmed by the Student's Medical Center or Educational Institution.
- **Personal Information Deletion.** Any requests to delete your Personal Information will be subject to certain legal exceptions and limitations. Please note that myClinicalExchange serves as an information repository for Medical Centers and Educational Institutions. To meet those organizations' audit or regulatory purposes, most of the Personal Information we collect and process must be retained for 10 years after a Student or Instructor has completed or discontinued their program, unless a different retention period is necessary to comply with applicable policies, governing regulations, or applicable law. For this reason, we may be unable to delete your Personal Information as part of our obligations to meet our legal and contractual requirements. In other cases, we may deny your request for deletion subject to other legal exceptions or limitations.
- **Email Communications:** If you are a registered user or website visitor, we may send you marketing emails about the Services. Registered users may also receive informational or support emails from us. If you do not wish to receive these emails, you may change your preferences via the links provided in the emails or by sending a request to [privacy@myclinicalexchange.com](mailto:privacy@myclinicalexchange.com) to be removed from our email list. Note that if you opt-out of marketing communications, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.
- **Texting Consent:** If you provide us with your wireless phone number, you consent to MyClinicalExchange sending you informational or service text messages. We will also send you texts for multi-factor authentication purposes if you enable that feature. For all MyClinicalExchange text messages, the number of texts you receive will depend on the Services you use and the information you request from us. You can unsubscribe from our text messages by replying STOP or UNSUBSCRIBE to any of these text messages. Messaging and data charges may apply to any text message you receive or send. Please contact your wireless carrier if you have questions about messaging or data charges.
- **Do Not Track:** Do Not Track signals are signals sent through a browser informing us that you do not want to be tracked. Currently, our systems do not recognize browser "do-not-track" requests. If this changes in the future, we will update this Privacy Notice.

Depending on where you reside, you may have additional privacy rights or be entitled to additional controls over your Personal Information. Please see our supplemental notices specific to residents of [California](#).

### **Consumer Privacy Requests**

If you wish to exercise your privacy rights beyond the methods available through the Services, or if you want to express concerns, lodge a complaint, or request information, please contact your Medical Center or Educational Institution.

Alternatively, you can submit a verifiable Consumer Privacy Request using our online [Consumer Privacy Request](#) form or by sending an email to [privacy@myclinicalexchange.com](mailto:privacy@myclinicalexchange.com). Note that because we process registered users' Personal Information as a service provider to the Medical Center or Educational Institution, and we cannot fulfill requests directly. Instead, we will relay your request to your Medical Center or Educational Institution for further processing and fulfillment.

We endeavor to respond to Consumer Privacy Requests in accordance with the requirements of the law applicable to your jurisdiction. We do not charge a fee to process or respond to a verifiable request unless we have legal grounds to do so. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request. Depending on the circumstances and the nature of your request, we may be unable to fulfill your request in part or in whole, for example, if your request falls within a statutory exception or if fulfilling your request would prevent us from complying with a statutory or contractual obligation.

### **CALIFORNIA PRIVACY RIGHTS**

This section provides residents of the State of California (“**California Consumers**”) with the disclosures and notices required under the California Consumer Privacy Act of 2018 (“**CCPA**”). The following paragraphs apply solely to California Consumers and describe the specific rights afforded under the CCPA. In many cases, the Personal Information we collect about you is in a business-to-business context when you are acting as an employee to a Medical Center or Educational Institution that uses or is considering using the Services in the performance of your job duties. Please note that Personal Information collected and used in this context is not protected under the CCPA.

California Consumers may exercise the following rights over their Personal Information, subject to any exceptions and limitations that may apply:

- **Right to Know:** You have the right to request that we disclose information to you about our collection and use of your Personal Information, such as: (i) the categories of Personal Information we have collected about you; (ii) the categories of sources for the Personal Information we have collected about you; (iii) our business or commercial purpose for collecting, selling, or sharing your Personal Information; (iv) the categories of third parties with whom we disclose your Personal Information; and (v) a list of specific pieces of Personal Information we have collected about you. If a business sells or shares your Personal Information, you also have the right to request disclosure of the categories of your Personal Information sold or shared and the categories of third parties to whom that Personal information was sold or shared, as well as the categories of Personal information disclosed for a business purpose and the categories of recipients of that information. MyClinicalExchange is only required to respond to two disclosure requests from you within a 12-month period.

- **Right to Access.** You have the right to request that we provide you with access to specific pieces of Personal Information we have collected about you over the past 12 months (also called a data portability request). If you submit a right to access request, we will provide you with copies of the requested Personal Information in a portable and readily usable format. Please note that MyClinicalExchange may be prohibited by law from disclosing copies of certain Personal Information when the disclosure would create a substantial, articulable, and unreasonable risk to the security of the information, our systems, or your account. We are only required by law to respond to two access requests from you within a 12-month period.
- **Right to Correct.** If you discover that we maintain inaccurate Personal Information about you, or if your Personal Information changes, please inform us and we will update our records to reflect the correct information.
- **Right to Deletion.** You have the right to request that we delete Personal Information that we collected from you and retained, with certain exceptions. Most of the Personal Information we collect and process must be retained for 10 years after a Student or Instructor has completed or discontinued their program, unless a different retention period is necessary to comply with applicable policies, governing regulations, or applicable law. Requests to delete may be denied in order to comply with those requirements, or subject to other legal exceptions or limitations. If we grant your request, we may permanently delete, deidentify, or aggregate the Personal Information in fulfillment of the request. We will confirm the Personal Information to be deleted prior to its deletion, and we will notify you when your request is complete.
- **No Selling or Sharing Personal Information.** MyClinicalExchange does not sell your Personal Information or share your Personal Information with third parties for cross-contextual behavioral advertising purposes. If this changes in the future, we will update this Privacy Notice and provide you with a method to opt-out of such sale and sharing.
- **Limited Use and Disclosure of Sensitive Personal Information.** MyClinicalExchange does not use or disclose sensitive Personal Information for the purpose of inferring characteristics about any consumer. If this ever changes in the future, we will update this Privacy Notice and provide you with methods to limit use and disclosure of Sensitive Personal Information. However, we have no control over whether a given Medical Center or Educational Institution may use or disclose a registered user's sensitive Personal information for any particular purpose. Please direct any questions about your sensitive Personal Information to the respective Medical Center or Educational Institution.
- **Right to Nondiscrimination.** We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by law, we will not: (i) deny you goods or services; (ii) charge you different prices or rates for goods or services; (iii) provide you a different level or quality of goods or services; or (iv) suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services, because you exercised a right under the CCPA.
- **Right to Disclosure of Marketing Information.** Under California's Shine the Light Act (Ca. Civ. Code § 1798.83-1798.84), California Consumers are entitled to request certain disclosures about Personal Information sharing with affiliates and/or third parties for marketing purposes. Please contact us if you wish to obtain these disclosures.

California Consumers may exercise these rights over their Personal Information by contacting their Medical Center or Educational Institution or by sending MCE a verifiable [Consumer Privacy Request](#), subject to any exceptions and limitations that may apply.

## **DATA SECURITY**

MyClinicalExchange implements reasonable and appropriate security procedures and practices to help protect your Personal Information from unauthorized or illegal access, destruction, use, modification, or disclosure. We employ a series of security measures, including securing data transmissions with SSL secured communication channels, encryption, and digital signatures. We ensure that MyClinicalExchange employees, contractors, and agents responsible for handling Personal Information and privacy matters are informed of applicable privacy law requirements.

Please note, however, that no transmission of data over the internet is 100% secure. We cannot guarantee that unauthorized third parties will not defeat our security measures or use your Personal Information for improper purposes. We also have no control over any Medical Center's or Educational Institution's security measures or practices, and we make no representations or guarantees that your Personal Information is secure once transmitted or stored on their systems.

It is your responsibility to keep your account secure from unauthorized access. We encourage you to take steps to protect against unauthorized access to your account, such as choosing a robust password, keeping the password private, and signing off after using a shared computer or other device. MyClinicalExchange is not responsible for any lost, stolen, or compromised passwords, or any unauthorized activity on your account.

## **THIRD PARTY WEBSITES**

The myClinicalExchange website may contain links to websites owned or operated by third parties. We have no ability to control, and we are not responsible for, the privacy and data collection, use, and disclosure practices of third-party websites. We encourage you to read the privacy statements of each website that collects your Personal Information.

## **CHANGES TO THIS PRIVACY NOTICE**

We may periodically update this Privacy Notice. If we make any material changes, we will notify you through the Services or by updating this posting. The date that this Privacy Notice was last revised is identified at the top of the page. Your continued use of the Services after the effective date will be subject to the new Privacy Notice. You are responsible for periodically checking this Privacy Notice for changes.

## **CONTACT US**

If you have questions about our privacy practices or would like to make a complaint, please contact us at [privacy@myclinicalexchange.com](mailto:privacy@myclinicalexchange.com) or by calling 800.521.0574.