

## RecruitMe Privacy Policy

This Privacy Policy describes how Columbia University Medical Center ("CUMC") handles your personal information when you use this web site, the RecruitMe CUMC Recruitment Site and all related products and services (collectively, the "Service"). CUMC is located at 154 Haven Ave, Floor 3, New York, New York, 10032. All references to CUMC include its subsidiaries or affiliates involved in providing the Service. All references to you include your Authorized Individuals, if any.

Your use of the Service is subject to this Privacy Policy as well as our [Terms of Use](#). After reading this Privacy Policy, you will know:

- A. Summary of Data Practices
- B. Definitions
- C. What information CUMC Collects
- D. How CUMC Uses Your Information
- E. How the Information is Shared with Third Parties
- F. Choices You Have About How CUMC Uses Your Information
- G. What About Data from Children Under 18
- H. How CUMC Protects Your Information
- I. How We Provide Required Notices of Security Breaches
- J. How We May Change this Privacy Policy
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Please review this Privacy Policy and the Terms of Use carefully. If you do not agree with our practices, do not access or use any part of the Service.

- A. Summary of Data Practices

Release	RecruitMe Data	
	Personal Information	Aggregate Data
Do we release your RecruitMe Data for the following purposes?		
Marketing and Advertising	No	No
Medical and pharmaceutical research	Yes	Yes
Reporting about our company and our customer activity	No	Yes
To your insurer and employer	No	No
For developing software applications	No	No
Do we require Limiting Agreements that restrict what third party Service Providers can do with your Personal Information?	Yes	N/A
Do we stop releasing your Personal Information if you close your RecruitMe account?	Yes	N/A
Do we have Security Measures that are reasonable and appropriate to protect RecruitMe Data, in any form, from unauthorized access, disclosure, or use?	Yes	Yes

Do we store RecruitMe Data in the U.S. only?	Yes	Yes
Do we keep Personal Information Activity Logs for your review	Yes	N/A

B. Definitions

a. **Activity Logs**

Activity logs are CUMC's and its Service Providers' records of when RecruitMe Data is created, accessed, modified, deleted, released, or exported from and/or within the website.

b. **Aggregate Data**

Aggregate Data is RecruitMe Data that is: (1) grouped so it does not connect to you as an individual and (2) has names and other identifiers removed or altered. In other words, Aggregate Data is de-identified data and cannot be used to identify you as an individual.

c. **Authorized Individuals**

An Authorized Individual is someone you authorize to access your RecruitMe Data on your behalf.

d. **Dependent**

A Dependent is a minor child or other individual over whom an Authorized Individual has legal authority.

e. **RecruitMe Data**

When you sign up for the RecruitMe CUMC Recruitment Website, you provide and/or you authorize all or some of your Providers to provide to the RecruitMe CUMC Recruitment Website information about you. This information makes up RecruitMe Data. Any information in the RecruitMe CUMC Recruitment Website is considered RecruitMe Data. RecruitMe Data might include, but is not limited to the following:

- i. Your name and contact information, such as your address, phone number, or email address
- ii. Your medical history and interests
- iii. Your relation to the Authorized Individual
- iv. Demographic information, such as your age, gender, ethnicity, and occupation
- v. Computer information, such as your IP address and "cookie" preferences

As described further below, CUMC may use your RecruitMe Data to achieve the following:

- i. Operate and manage the RecruitMe CUMC Recruitment Website platform and software
- ii. Maintain and protect its computer systems
- iii. Comply with the law, such as responding to subpoenas, search warrants and Court Orders

RecruitMe Data includes Personal Information and Aggregate Data.

f. **Personal Information**

Personal Information means information about you that reasonably can be linked to you such as your name, health information, and other identifiers.

- g. Provider**  
A healthcare provider, healthcare practice, or hospital that you authorize to provide information to your RecruitMe data. When you sign up for a RecruitMe account, you may provide authorization for a healthcare practice or hospital, and authorized users, to send Personal Information to your RecruitMe account.
  - h. Reporting**  
CUMC and our Service Providers might report about business activities and users (you) to others, such as Providers, auditors, potential business partners, or public communities. Reports will not include Personal Information without your specific permission or as permitted or required by law.
  - i. Service Providers**  
A Service Provider is an entity that is hired to perform certain functions for CUMC to support the development, maintenance, and implementation of RecruitMe. Service Providers may include software or website designers and data storage providers.
  - j. Security Measures**  
Security measures can include computer safeguards, secured files, and employee security training. In addition, CUMC may be required by law to notify you about particular data breaches.
- C. What Information CUMC Collects**
- a.** Before you register for the Service, CUMC may collect your information in two ways: (1) if you contact CUMC through the Internet and provide CUMC with your contact information (e.g., name, mailing address, email address and other information); (2) CUMC may obtain your contact information from a healthcare Provider with which CUMC partners. In either case, CUMC will use such information for the sole purpose of informing you about the Service and inviting you to register for the Service.
  - b.** To use the Service, you must complete the registration process, which includes accepting the Terms of Use and the Privacy Policy. As part of the registration process, you may be asked to provide certain information, such as your name, mailing address, and email address. You also may be asked to confirm the information that you or a partnering Provider has provided to CUMC prior to registration, if any. Further, to register, you must agree to the RecruitMe Terms of Use which incorporates this Privacy Policy. As part of the registration process, you will also have the opportunity to provide additional information to CUMC, such as information regarding your interested medical conditions, etc.
  - c.** In general, CUMC collects all information that you supply directly to the Service. CUMC also may collect information from participating Providers whom you expressly authorize to use the Service with respect to you and your information (each, a "Provider" and collectively, the "Providers"). By authorizing a Provider, you also authorize CUMC to collect information regarding you from your Provider's support staff and from other practitioners affiliated with your Provider or in your Provider's practice. Further, CUMC may collect information from other third party information providers that you expressly authorize to send information to your RecruitMe account.
  - d.** CUMC passively collects information from you as you navigate through our Service. CUMC may track IP addresses, use industry standard tracking devices (e.g., session and

persistent cookies, flash cookies, web beacons), and electronically gather information about the technology you use to access the Service and the areas of the Service you utilize. CUMC passively collects this information for operational purposes such as evaluating, updating and improving the Service.

Cookies help us in many ways to make your visit to our websites more enjoyable and meaningful to you. Cookies are text information files that your web browser places on your computer when you visit a website. CUMC may use such "cookie" technology to obtain non-personal information from you as an online visitor. As an example, this might entail recognizing several web page requests coming from the same computer and therefore the same visitor. Most browsers accept cookies automatically, but can be configured not to accept them or to indicate when a cookie is being sent. If you do not wish CUMC to collect cookies, you may set your browser to refuse cookies, or to alert you when cookies are being sent. If you do so, please note that some parts of the Service may then be inaccessible and you may not receive the full benefits of the Service. We do not track users across websites or across time.

D. How CUMC Uses Your Information

- a. CUMC uses your information to provide the Service as described on the web site and Terms of Use, as well as to enhance the performance of the Service and/or create new services. CUMC will not use Personal Information for product development or product enhancement without your express, written permission.
- b. If you choose to authorize a Provider to participate in the Service with you, then CUMC may use your information to facilitate the exchange of information and communication between you and your Provider.
- c. Communications between you and your Provider may be initiated by you or your Provider. You are under no obligation to initiate or respond to such communications. By participating in such communications, you agree that some or all of your RecruitMe Data contained in the RecruitMe CUMC Recruitment Website may be sent to your Provider through the Service or through interfaces with the Provider's information systems, and you agree that such RecruitMe Data may be incorporated into your health record maintained by your Provider. CUMC will not alter the content of the communications. However, CUMC may remove or block any content that CUMC deems offensive, indecent, or otherwise objectionable or in violation of section 13 of the Terms of Use. CUMC may keep a record of all communications between you and your Providers. CUMC will not share the content of such communications except as permitted under this Privacy Policy, the RecruitMe Terms of Use, or as required by law, unless you expressly consent to or authorize disclosure.
- d. CUMC will not sell or rent, your Personal Information without your written consent. CUMC will not use or disclose your Personal Information, except as described in this Privacy Policy, the Terms of Use, or as permitted or required by law.

E. Consent to Receive Marketing Communications from CUMC

By submitting your home or mobile telephone number to us through our website and service, you agree that a representative of CUMC can contact you at that telephone number –potentially

using automated technology (including Text/SMS message) or a prerecorded message. Your consent is not an obligation to purchase any services from CUMC.

- F. Sharing Your Information With Third Parties
- a. CUMC may make your Personal Information available to third parties participating in the Service that are authorized by you or as necessary to complete transactions you authorize.
  - b. CUMC may disclose your Personal Information to CUMC's Service Providers that provide technical support or other services to CUMC related to the Service. All such Service Providers are subject to confidentiality obligations through a written contract with CUMC and may only access and utilize your data for purposes of fulfilling their obligations to CUMC.
  - c. CUMC may provide or sell Aggregate Data that is de-identified to a third parties. However, Aggregate Data will not include any of your Personal Information or be individually identifiable.
- G. Choices You Have About How CUMC Uses Your Information
- a. Managing Your Account. You have the following choices regarding the Personal Information you provide to CUMC for use:
    - i. Generally, you may change your information through the account setting and account management features. As explained more fully in the Terms of Use, modifications to your CUMC record are not automatically communicated to your Providers or any third-party sources. If you want your Provider or a third party to know of changes within your CUMC record, you must inform the Provider or third-party of such changes.
    - ii. You may access your RecruitMe account at any time to review your RecruitMe Data. To request a change to any of your Personal Information, please contact your healthcare provider or the organization that provided the Personal Information for your RecruitMe account. For technical questions related to the RecruitMe product, please access the email support link on the RecruitMe Support page.
    - iii. You may opt out of receiving communications from your Provider with regard to the Service by changing your account settings or, if the account settings feature is unavailable, by notifying CUMC at [ctoinformation@columbia.edu](mailto:ctoinformation@columbia.edu).
  - b. Authorized Individuals. You may grant access to your RecruitMe account to one or more Authorized Individuals. You may grant an Authorized Individual access to your RecruitMe account by specifically authorizing RecruitMe to permit access by such Authorized Individual to your RecruitMe account. When you grant access to an Authorized Individual, you may permit the Authorized Individual to have the same level of access to your RecruitMe account as you have, i.e., the Authorized Individual shall be authorized to access your RecruitMe health record and to communicate with your Providers and/or engage in other transactions with your Providers to the same extent that you are able using RecruitMe. Whether or not you grant an Authorized Individual full-access access to your RecruitMe account, only you will be able to establish or terminate connections with your Providers. You acknowledge and agree that: (a) you are solely responsible for verifying the identity of, and monitoring the use by, any

Authorized Individual you select; and (b) CUMC has no responsibility or liability in connection with any access to, or use of, your account and information by any Authorized Individual.

- c. Deactivating a Provider, Other Third-Party or Authorized Individual. You may revoke any Provider's, third-party's, or Authorized Individual's authorization to communicate with you, or request information from you or your RecruitMe Data through the Service by contacting the email address listed in Section K. Once revoked, the Provider, third-party, or Authorized Individual may no longer access and use the Service with respect to you and your Personal Information. Any disclosure of your RecruitMe Data or Personal Information made prior to the authorization revocation cannot be recalled, removed, or retrieved by CUMC. By using the Service, you agree that CUMC cannot, and has no obligation to, remove Personal Information from your Provider's, other third-party's or Authorized Individual's records once properly disclosed.
- d. Terminating Your Account. You may terminate your CUMC account at any time by notifying us at [ctoinformation@columbia.edu](mailto:ctoinformation@columbia.edu). In addition, except with respect to an Authorized Individual-Representative who establishes an account on behalf of a Dependent, CUMC will terminate your account within ninety (90) days of its receipt of a death certificate certifying your death. With respect to an Authorized Individual-Representative, CUMC will terminate all accounts associated with such Authorized Individual-Representative within ninety (90) days of its receipt of a death certificate certifying the death of such Authorized Individual-Representative unless a Dependent also has a living Authorized Individual-Representative associated with the account. Otherwise, CUMC will maintain and/or destroy all RecruitMe Data and Personal Information associated with your account in accordance with its then current document retention and destruction policies. Please note that copies of your Personal Information may remain in your Providers', other third-parties' and Authorized Individual-Representative's and/or Authorized Individual's records.

#### H. Data from Children Under the Age of 18

The Service is not intended for use by children younger than 18 years old. CUMC will not knowingly collect information from site visitors younger than 18 years. However, parents or guardians may elect to establish RecruitMe CUMC Recruitment Website for their children through the Service as Authorized Individuals-Representative and, in doing so, expressly consent to CUMC utilizing such information as set forth in this Privacy Policy and the Terms of Use. We are not liable for any damages that may result from a user's misrepresentation of age.

An Authorized Individual-Representative may authorize and/or have access to a RecruitMe for a Dependent. Through the account, the Authorized Individual-Representative may be able to: (a) review and update the Dependent's RecruitMe Data as maintained on the RecruitMe website; (b) communicate with the Dependent's Providers with regard to the Dependent's health status and otherwise; and (c) engage in such transactions as permitted between the Authorized Individual-Representative and the Dependent's Providers through the RecruitMe CUMC Recruitment Website. A Dependent's RecruitMe account will be linked to an Authorized Individual-Representative until RecruitMe is notified by the Dependent's Provider or a court of law or agency with appropriate authority that the Dependent has been emancipated, attained

legal custody of his or her own health information, or the minor Dependent reaches the age of 18, or that a different Authorized Individual-Representative has been named. Each Authorized Individual-Representative understands that a Dependent's RecruitMe account also may be linked to the RecruitMe account of another Authorized Individual-Representative, and each Authorized Individual-Representative will have the same rights to access and communicate through the Dependent's RecruitMe account. Each Authorized Individual-Representative agrees that if he or she becomes aware of any change in any Authorized Individual-Representative's relationship to the Dependent that may result in the Authorized Individual-Representative no longer qualifying as an Authorized Individual-Representative, the Authorized Individual-Representative will advise the Dependent's Providers of the same.

I. How CUMC Protects Your Information

CUMC uses both technical and procedural Security Measures to maintain the integrity and security of the RecruitMe CUMC Recruitment Website and other databases, including the use of firewalls. CUMC encrypts all RecruitMe Data during [missing words here]. Within CUMC, all Personal Information is encrypted at three levels: each individual has a unique encryption key; demographic information is encrypted; and clinical data is separately encrypted.

The safety and security of your Personal Information also depends on you. Never share your password with anyone else. Notify CUMC promptly if you believe your password has been breached. Also, remember to log off of the RecruitMe site before you leave your computer. We are not responsible for any damages that result from the sharing of your password with others or for your failure to use appropriate measures to protect your data.

J. Third Party Links and Interaction

By accessing other third party websites through our website, you are consenting to the terms of use and privacy policies of those websites. We do not accept any responsibility or liability for their policies whatsoever as we have no control over them. Please be sure to review third party privacy policies and terms of use to understand how they collect and disclose your information.

K. Security Breach Notification Requirements

Pursuant to applicable law, CUMC may be required to send you notice of a security breach or a suspected security breach that impact your Personal Information. In the unlikely event that CUMC must provide you a notice of a security breach, CUMC will send you security breach notices to the e-mail address contained in your account information unless we are otherwise require by law. Please note: many e-mail systems have built in SPAM filters. If you have one in place, you should check with your system administrator or the available instructions to confirm that e-mails from CUMC are not blocked by the filter (e.g., by confirming that the Service domain name (columbia.edu) is a permitted domain name.

L. Changes to this Privacy Policy

CUMC reserves the right to change the Privacy Policy in its sole discretion without notice. If we materially change our Privacy Policy, CUMC will notify you by posting the new Privacy Policy on the web site and the effective date of the new Privacy Policy will be clearly marked. If CUMC updates this Privacy Policy, your continued use of the Service (following the posting of the revised Privacy Policy) means that you accept and agree to the terms of the revised Privacy Policy. Remember, by using any part of the Service, you accept and agree to our Privacy Policy and privacy practices.

M. For more information, Questions or Complaints

If you have additional questions or a complaint, please contact CUMC any time. Or write to CUMC at:

RecruitMe

c/o Clinical Trials Office / CUMC

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Floor 3

New York, NY 10032 (USA)

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