



ENGAGEDMD TERMS OF SERVICE

Date of Last Revision: October 5, 2022

IMPORTANT – READ CAREFULLY BEFORE USING THE ENGAGEDMD SERVICES: BY INDICATING YOUR ACCEPTANCE OF THESE TERMS OF SERVICE (“AGREEMENT”) OR ACCESSING OR USING THE ENGAGEDMD SERVICES YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE ENGAGEDMD SERVICES. IF THIS AGREEMENT IS CONSIDERED AN OFFER BY US, THEN ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ENGAGEDMD.

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN YOU ARE NOT ENTITLED TO USE THE ENGAGEDMD SERVICES.

1. Agreement Modifications

From time to time, EngagedMD may modify this Agreement. Changes become effective for you upon our notice to you of such changes; we will notify you of the changes through communications via your account, email or other means. Continued use of the EngagedMD Services after our notice to you of such updated version of this Agreement will constitute your acceptance of such updated version.

2. Definitions

“Authorized Administrators” means the personnel who are authorized by Clinic to manage and administer the EngagedMD Services for and on behalf of Clinic. If you are an individual, you are the Authorized Administrator and you will manage and administer your own EngagedMD Services account.

“Authorized Users” means (a) the personnel who a Clinic enrolls and authorizes to access and use the EngagedMD Services, or (b) you if you enrolled yourself as an individual.

“Clinic”, “you” or “your” means the medical clinic legal entity who enrolled to access and use the EngagedMD Services or the individual who enrolled to access and use the EngagedMD Services on their own behalf, as applicable.

“Clinic/Individual Portal” means the online portal on the EngagedMD Site that is partitioned for each Clinic and its Authorized Users, or for you if you enrolled as an individual, to set up an account in order to access, view and complete the applicable Content.

“Clinic/Individual Records” means the records of your Authorized Users’ use of the EngagedMD Services.

“Content” means the content, information, data, training materials, training modules, documentation, whitepapers, graphics, images, audiovisual works and other materials in any form of media developed by EngagedMD and made available to you.

“EngagedMD”, “we”, “us” or “our” means EngagedMD, Inc.

“EngagedMD Offerings” means the EngagedMD Services, EngagedMD Platform and EngagedMD Site, including all updates, enhancements and modifications to the foregoing, and all intellectual property

contained therein or arising therefrom.

“EngagedMD Platform” means the software-as-a-service (SaaS)-based platform created by EngagedMD.

“EngagedMD Services” means the web-based educational service, with documented Authorized User participation. The EngagedMD Services includes the EngagedMD Site, the Content, functionality, text, graphics, videos, data, information, materials, software and technology contained or provided in any form or media that may be accessible through the EngagedMD Platform, which is currently located at the EngagedMD Site, including all updates, enhancements and modifications thereto made available by EngagedMD.

“EngagedMD Site” means the website located at the URL: www.EngagedMD.com and related EngagedMD websites and pages.

“Subscription Term” means the period of time during which EngagedMD will make the Content available to you via the EngagedMD Services.

3. Use of the EngagedMD Services

3.1 EngagedMD Services. Subject to the terms and conditions of the Agreement, EngagedMD will make the EngagedMD Services available to you only (a) during the Subscription Term, (b) for use by Authorized Administrators, Clinics and Authorized Users, (c) for the business purposes of Clinics and Authorized Users, and all in accordance with EngagedMD’s documentation and stated policies made available on the EngagedMD Site.

3.2 Support and Maintenance Services. EngagedMD will provide standard support and maintenance services (“Support Services”) to you with respect to the EngagedMD Services, and your use of the EngagedMD Services, in accordance with EngagedMD’s then-current standard Support Services policy.

3.3 Third Party Vendors. EngagedMD will have the right to use third parties in performance of the EngagedMD Services (“Third Party Vendors”), provided that all such third parties are qualified to perform the tasks assigned to them and are bound by written agreements requiring them to maintain the confidentiality of your Confidential Information consistent with the Confidentiality terms and conditions of this Agreement. For purposes of this Agreement, all references to EngagedMD or its employees will be deemed to include such third parties.

3.4 Feedback. EngagedMD will have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to EngagedMD Services.

4. Your Obligations

4.1 Password Administration and Access. EngagedMD will assign a Login ID/ Authorized User ID for you for the EngagedMD Services and allow you to select a password to enable you to administer online access by your Authorized Administrators. You will (a) be responsible for your Authorized Administrators’ compliance with the terms and conditions of this Agreement; (b) be responsible for the confidentiality of (and for all activities that occur under) the Login ID/ Authorized User IDs and passwords assigned to or selected by you; and (c) notify EngagedMD promptly of any such unauthorized access or use of which you are aware. You acknowledge that only certain Internet browsers and browser versions are capable of accessing the EngagedMD Services. You may obtain the then-current list of such browsers and browser versions from EngagedMD upon request.

4.2 Authorized Users.

4.2.1 Clinic understands and agrees that it is Clinic's responsibility to: (a) determine which of its Authorized Users it desires to use the EngagedMD Services; (b) obtain each Authorized User's consent to EngagedMD's collection, use and other processing of such Authorized User's personal information; (c) obtain each Authorized User's agreement to use the EngagedMD Services; (d) submit into the Clinic/Individual Portal the name(s), email address(es), and other required information of those Authorized Users who agree to use the EngagedMD Services, and the specific Content authorized to be accessed and viewed by each such Authorized User; and (e) instruct such Authorized Users to enroll and set up an account for the EngagedMD Services once they receive an emailed link to the Clinic/Individual Portal.

4.2.2 If you are an individual who enrolled on your own behalf to access and use the EngagedMD Services, then you agree and consent to: (i) EngagedMD's collection, use and other processing of your personal information; (ii) submit into the Clinic/Individual Portal your name, email address, and other required information and designate the specific Content you will access and view; and (iii) enroll and set up an account for the EngagedMD Services once you receive an emailed link to the Clinic/Individual Portal.

4.3 Authorized User Disputes. As between EngagedMD and Clinic, Clinic will be solely responsible for any and all disputes between Clinic and any of its Authorized Users, and Clinic will indemnify and hold harmless EngagedMD with respect to any such disputes as set forth in Section 11 below.

4.4 Compliance with Laws. Clinic is solely responsible for complying with the laws affecting or regulating its business, employees, Authorized Users, and the like. You understand that EngagedMD's provision of the EngagedMD Services does not relieve you of any responsibility and liability for those matters that you would otherwise have. You are solely responsible for ensuring your use of EngagedMD Services complies with all applicable laws, rules and regulations including those related to privacy, data protection, and the transmission of personal data. Except as expressly set forth with respect to EngagedMD's responsibilities under this Agreement, you are solely responsible for any and all damages that flow from your use of EngagedMD Services, the Content and your relationship with each Authorized User.

4.5 Restrictions. This is an Agreement for services, and you are not granted a license to any software, technology or intellectual property by this Agreement. You will not, directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the EngagedMD Services or any software, documentation or data related to the EngagedMD Services; (b) modify, translate or create derivative works based on the EngagedMD Services; (c) copy, distribute, pledge, assign or otherwise transfer or encumber rights to the EngagedMD Services; or (d) use the EngagedMD Services for timesharing or service bureau purposes.

4.6 Backup Storage. While the EngagedMD Services enable you to store, access and manage Content, it is not intended for the storage of any other data. Using your account as a general online storage space for archiving any other electronic files is prohibited and may result in termination or suspension of EngagedMD Services upon notice.

5. **Ownership**

5.1 EngagedMD Ownership. EngagedMD will retain all right, title and interest in and to all intellectual property and proprietary rights with respect to the EngagedMD Offerings, together with any and all software and other technology that enables the provision of such EngagedMD Services, and the Content.

5.2 Reservation of Rights. Your rights to use the EngagedMD Services will be limited to those expressly granted in this Agreement. EngagedMD reserves all rights and licenses in and to the EngagedMD Services not expressly granted to you under this Agreement. Title to the EngagedMD Services is not conveyed hereunder.

6. Fees and Taxes

The EngagedMD Services are provided to you at no charge. You are responsible for and will pay for any sales, use, value-added, withholding, excise, import, export, property, and other taxes and duties (“Taxes”) assessed in connection with this Agreement by any authority which are rightfully imposed on you as determined by the appropriate governing entity.

7. Personal Information and Security

7.1 Personal Information. EngagedMD will not without your express written consent: (a) sell any personal information provided to EngagedMD by an Authorized User or you; (b) retain, use, or disclose the personal information for any purpose other than EngagedMD’s performance of the EngagedMD Services or as otherwise permitted by applicable law including the California Consumer Privacy Act. Notwithstanding the foregoing, EngagedMD may use de-identified information and other anonymized data for any reasonable and lawful business purpose, including but not limited to product research and development, analyses of EngagedMD products and services, and EngagedMD Services quality control.

7.2 Security. EngagedMD will operate an information security program designed to protect your personal information and utilizing industry standard policies and technologies.

7.3 Usage Data. EngagedMD may collect data and information arising from your use of any EngagedMD Services (“Usage Data”). During and after the Subscription Term, EngagedMD may use, retain and share Usage Data for its legitimate business purposes, including research and development, improvement of products and services and providing usage statistics to third party partners.

8. Term and Termination

8.1 Term. The term of this Agreement is the Subscription Term.

8.2 Termination. This Agreement will automatically terminate if you breach any of the terms or conditions of this Agreement. We may also terminate this Agreement for any of the following reasons: (a) for convenience, or (b) our obligation to do so by law.

8.3 Effect of Termination. Upon termination of this Agreement: (a) EngagedMD will terminate your access to the EngagedMD Services and Content and (b) EngagedMD will send Clinic, or you if you enrolled as an individual, an email via the email address you provided when completing your registration with EngagedMD, as updated by you from time to time, with respect to the disposition of the Clinic/Individual Records. Such email notice will contain directions for how you may download your Clinic/Individual Records from the EngagedMD Site. If within 30 days of the date of such email notice you download your Clinic/Individual Records or does not respond to EngagedMD with a request to store such Clinic/Individual Records, then EngagedMD will remove the Clinic/Individual Records from the EngagedMD Site, destroy such removed Clinic/Individual Records, and send Clinic, or you if you enrolled as an individual, an email notice of such removal and destruction.

8.4 Survival. The rights and obligations of the parties contained in Sections 2, 3.4, 4.3, 4.5, 5, 6, 7, 8.3, 8.4, 9, 10, 11 and 12 and any other provisions in the Agreement which by their nature or implication survive, will survive the termination of this Agreement.

8.5 Suspension. In addition to any of its other rights or remedies (including any termination rights) set forth in this Agreement, EngagedMD reserves the right to suspend provision of the EngagedMD Services: (a) if EngagedMD reasonably determines suspension is necessary to avoid harm to EngagedMD or its other customers or the EngagedMD Services, including if the EngagedMD Services are experiencing denial of attacks, mail flooding, or other attacks or disruptions outside of EngagedMD’s control, or (b) as required by law or at the request of governmental entities.

9. Disclaimer

9.1 ALL EXPRESS OR IMPLIED CONDITIONS, TERMS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, SATISFACTORY QUALITY, ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR ANY OTHER MATTER PERTAINING TO ENGAGEDMD SERVICES, CONTENT, THE RESULTS DERIVED FROM THE USE OF ENGAGEDMD SERVICES AND CONTENT, AND THIS AGREEMENT, ARE HEREBY EXCLUDED AND DISCLAIMED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EngagedMD does not warrant that any EngagedMD Services will be uninterrupted or error-free, nor that the EngagedMD Services are not susceptible to intrusion, attack or computer virus infection.

9.2 IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY ENGAGEDMD, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CUSTOMER SERVICE OR SUPPORT REPRESENTATIVES), WHETHER DIRECTLY OR INDIRECTLY, WILL (a) CONSTITUTE PERSONAL, LEGAL, MEDICAL OR FINANCIAL ADVICE OR (b) CREATE A WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE ENGAGEDMD SITE, THE ENGAGEDMD SERVICES OR CONTENT. YOU SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE, AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

10. Limitation of Liability

10.1 EXCEPT TO THE EXTENT PROHIBITED BY LOCAL LAW, ENGAGEDMD'S TOTAL AGGREGATE LIABILITY FOR ANY KIND OF LOSS, DAMAGE OR LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, THE ENGAGEDMD SERVICES OR CONTENT, UNDER ANY THEORY OF LIABILITY, IS LIMITED TO \$500. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

10.2 IN NO EVENT WILL ENGAGEDMD BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, THE ENGAGEDMD SERVICES OR CONTENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT ENGAGEDMD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.3 The limitations specified in this Limitation of Liability Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10.4 These limitations will not apply to liability that by law may not be limited.

10.5 Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitation may not apply to you to the extent prohibited by such local laws. Only those limitations and exclusions that are lawful in your jurisdiction will apply to you and, in such instances, EngagedMD's liability will be limited to the maximum extent permitted by law.

11. Your Indemnity

11.1 Indemnity. You will, at its expense, defend, indemnify and hold harmless EngagedMD from and against any third party claims, actions, liabilities, damages, costs or expenses, including reasonable attorneys' fees and costs, awarded against EngagedMD or agreed upon by you in settlement ("Claims") (including by any Authorized User) to the extent such Claim is based on or arises out of: (a) any act or omission of you or any Authorized User; (b) personal injury, death or property damage not caused solely and directly by EngagedMD; (c) your breach of any applicable laws, regulations, and government-issued

rules; and/or (d) any disputes between you and an Authorized User, including any Claim by an Authorized User. You will not settle any Claim without our prior written consent. We may engage counsel of our choice at our own expense.

11.2 Other Proceedings. EngagedMD will not be required or compelled to be a party to, assist in, or otherwise participate, whether as a witness or in any other capacity, in any investigation, audit, action or proceeding, whether judicial, arbitral or administrative, instituted by you, any Authorized User, or any third party (collectively, a "Proceeding"), provided, however, that in the event that EngagedMD is made a party to or is threatened to be made a party to, or otherwise becomes involved in, any such Proceeding (including, without limitation, via deposition, interrogatories or otherwise subpoenaed for any purpose), then in any such case you agree to pay in advance, upon receipt of written demand therefor from EngagedMD, any and all expenses that may be incurred by EngagedMD in connection therewith, including, without limitation, reasonable attorneys' fees, disbursements and retainers, court costs, transcript costs, fees of accountants, experts and witnesses, travel expenses, and all other expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness or other participant in a Proceeding.

12. General Provisions

12.1 Assignability; Restrictions on Transfer. If you are a medical clinic legal entity, then you may assign or transfer this Agreement in whole, but not in part, in connection with a change of control, change in majority ownership or the sale of all or substantially all of the assets of your legal entity. If you are enrolled as an individual on your own behalf, then you may not assign or transfer in whole or in part or in any manner this Agreement or any of your rights, obligations, or any interest in or under this Agreement without EngagedMD's prior written express consent, which may be withheld in its sole discretion. Any attempted assignment or transfer in violation of this section will be void. EngagedMD may at any time and without your consent assign this Agreement or all or a portion of its rights and obligations under this Agreement. This Agreement and all of its provisions will inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

12.2 No Waiver. No waiver of any right under this Agreement will be effective unless in writing, signed by a duly authorized representative of EngagedMD. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement.

12.3 Severability. If any provision in this Agreement is held invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected.

12.4 Non-Exclusive Remedy. Except as otherwise expressly stated herein, termination of this Agreement and/or your use of the EngagedMD Services will be a non-exclusive remedy of EngagedMD and will be without prejudice to any other right or remedy of EngagedMD. Except as otherwise expressly stated herein, EngagedMD's rights and remedies are cumulative and not alternative.

12.5 Attorneys' Fees. In the event of any legal proceeding between EngagedMD and you arising out of or related to this Agreement, EngagedMD will be entitled to recover, in addition to any other relief awarded or granted, its costs and expenses (including reasonable attorneys' and expert witness' fees) incurred in any such proceeding.

12.6 Notices

- To EngagedMD: You may send notices to EngagedMD at the following address: EngagedMD, Inc., 1802 Vernon Street NW, PMB2053, Washington, D.C. 20009, as it may be updated from time to time on the EngagedMD website.
- To You: EngagedMD may notify you by email, postal mail or other legally acceptable means using the contact information provided by you.

12.7 Complete Understanding. This Agreement sets forth the entire understanding and agreement between you and EngagedMD with respect to the subject matter hereof and supersedes any prior representations, discussions, undertakings, communications, or advertising with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and, except as otherwise provided in this Agreement, no addition to or change in the Agreement will be effective or binding on either of the parties unless agreed to in writing by an authorized representative of EngagedMD and you. The terms “include,” “including,” “includes” and similar terms mean “including, without limitation.” NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS DIFFERENT THAN, OR IN ADDITION TO, THIS AGREEMENT ABOUT THE ENGAGEDMD SERVICES AND CONTENT.

12.8 Governing Law. This Agreement will be governed by, and interpreted in accordance with, the laws of the State of Maryland exclusive of its choice of law provisions. You consent to the exclusive jurisdiction and venue of the State and Federal Courts for Maryland; provided, however, that an action for injunctive relief may be filed in a jurisdiction where the actions or party to be enjoined is located.

12.9 Headings and Captions. Section headings are used for convenience only and will in no way affect the construction or interpretation of this Agreement.

Privacy Policy - Fertility Skills Global

Date of Last Revision: March 27, 2024

Your privacy is extremely important to us and we are committed to fair practices that protect your information. This Privacy Policy is provided to explain our information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make our policies and procedures available on every page of this website.

Scope of this Privacy Policy

This Privacy Policy describes our basic commitments to protecting the privacy of individuals who use this website to use our services for healthcare professional education (e-learning), Fertility Skills. For more information, see our Data Processing/Protection Agreement, or contact us.

The EngagedMD website may provide you with access to other websites and services. Please be aware that we are not responsible for the privacy practices of any websites or services other than those provided by EngagedMD. We encourage you to read the privacy policy statements and notices of each and every such website and service. This Privacy Policy applies solely to information collected by us.

Some Definitions

This Privacy Policy relates to information collected by Engaged MD, Inc. (referred to in this Privacy Policy as "EngagedMD" "we" or "us" or "our") through your use of the FertilitySkills program within the EngagedMD website, its features and the services we provide therein.

"You" or "your" refers to the individual who uses this website, features, and services, or accesses available information, or engages with us directly by email or telephone.

The terms "using," "handling," and "processing" information mean using information in any way, including, but not limited to collecting, storing, analyzing, evaluating, modifying, deleting, combining, and sharing or disclosing information.

Whose information does EngagedMD collect?

EngagedMD collects information from several types of individuals:

Individuals -- We collect information from people who contact us, primarily with questions about our services or job opportunities.

Customers -- We collect information from our customers, who are individuals and businesses, such as clinic owners, healthcare professionals, medical clinics or other healthcare providers, who have signed up for or have been provisioned an EngagedMD account, which enables them to provide their employees with access to our e-learning services. Customers provide us with personal contact information about their employees who interact with us.

End Users -- We collect information from our end users, who are individuals that access our website in the course of using our services. If you interact with EngagedMD in the course of pursuing professional education, you are probably an end user.

What information does EngagedMD collect?

Depending on your use of the EngagedMD website and services, or direct interactions with us, we collect two types of information: personal information and non-personal information.

Personal Information

Personal information identifies you or may be used in combination with other pieces of personal information to identify you. Examples of personal information include your name, company name, job

title, address, e-mail address, telephone number, and billing and credit card information. Personal information can also include information that does not identify you, but could be combined with other information in a way that enables you to be identified. This includes information such as age, gender, profession, post/eir/zip code, IP address, and current location.

Non-Personal Information

Non-personal information is information that cannot be used or combined with other information to identify or contact you, including browser types, domain names, and statistical data involving the use of the EngagedMD website and services.

Does EngagedMD collect information from children under 16 years of age?

We are committed to protecting the privacy of children. The EngagedMD Service is not designed for or directed to children under the age of 16. We do not knowingly collect personal information from any person under the age of 16.

What does EngagedMD do with Customer information?

We use Customer information to facilitate the delivery of our services, including to understand how customers use our website and services and ways to improve our interaction with them; to support the internal operations of our website and services, aggregated reporting of usage and interaction will be shared with Ferring Pharmaceuticals to understand the efficacy of the program, individual usage data will be tracked to monitor and maintain records of course completion for the purposes of processing CPD certification; and for customer service, which can include sending emails in relation to supporting your use of the FertilitySkills service.

We may also send you commercial or transactional notifications. Transactional notifications are critical to the functioning of the services, such as a notification that a new learning module has been assigned or instructions for resetting your password, so you will not be able to unsubscribe from these notifications

We may also use your information to send other e-mail communication related to the FertilitySkills service. We always give you the option to unsubscribe in any email we send you.

If you identify yourself to us by sending us an e-mail with questions or comments, we may use your information (including personal information) to respond to your questions or comments, and we may file your questions or comments (with your information) for future reference.

We also use the information collected to send business critical messages such as announcements and updates regarding changes to our Terms of Service and Privacy Policy. You will not be able to unsubscribe from these notifications as they contain important information relevant to your use of the EngagedMD website and our services.

We may also use Customer information gathered to perform statistical analysis of user behaviour, facilitate research, or to evaluate and improve the EngagedMD services. We may link some of this information to personal information for internal purposes or to improve your experience with the EngagedMD website and our services.

We will retain and use your information for as long as your customer account is active or as needed to provide your services. We will also retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

What choices do I have regarding the collection, use, and disclosure of personal information?

Except as otherwise described in this Privacy Policy or in an applicable Data Processing Agreement, we will only use personal information for the purposes described above or as otherwise disclosed at the time we request such information from you. You must "opt in" and give us permission to use your personal information for any other purpose. You may also change your preference and "opt out" of receiving certain marketing communications from us by clicking the unsubscribe link included on the bottom of all such communications, or by contacting us via email.

Your Rights

If and when we collect, hold and process your personal data, you will be afforded specific rights as a data subject. EngagedMD will give effect to these rights in accordance with the applicable European and local national data protection laws.

Right to access and rectification: you have the right to request a copy of the information we hold about you, as well as the right to request the correction of the personal data we hold if it is inaccurate.

Right to erasure and restriction of processing: you have the right to request the erasure of your personal data or for the restriction of processing your personal data. These rights are limited and will apply only in certain circumstances and where no exemptions apply.

Right to data portability: you have the right to request a copy of the personal data we hold, as well as the right to request this data be transferred to another controller. This right is subject to certain conditions and may not apply, for example, if not permitted for reasons of public interest, or is not technically feasible.

Right to object: you have the right to object to the processing of your personal data. If the data is processed for reasons of public interest, scientific or statistical purposes, you may still object and it will be our responsibility to demonstrate the legitimacy of processing the data.

Right to withdraw your consent: you have the right to withdraw the previously given consent for processing of your personal data at any given time by clicking the adjust preferences link in the latest email received from EngagedMD. Once you withdraw your consent, we will no longer process your personal data for the purposes you originally agreed to, unless we have another legitimate basis for doing so.

You have the right to contact or lodge a complaint with your local data protection supervisory authority.

If you would like to submit a request in relation to a data subject right, please contact us via email at support@engagedmd.com.

When does EngagedMD disclose information to third parties?

EngagedMD provides FertilitySkills elearning modules on behalf of Ferring Pharmaceuticals to Fertility professionals in the UK and Ireland. In order to effectively deliver these services, EngagedMD acts as the Data Processor and Ferring as the Data Controller. In line with GDPR & local laws, data is shared with Ferring via secure online reporting platform to allow Ferring to be able to monitor efficacy and usage. This data does not identify individual users of the service, but does report clinic level usage to ensure this service remains of value to both the Customer and Ferring.

Subcontractors -- We may employ independent contractors, vendors and suppliers to provide technical support for our website and services, such as electronic signature support, cloud service providers, credit card processing and fraud screening, mailing list hosting, and software and system development. In the course of providing products or services to us, these Outside Contractors may have access to information collected through the EngagedMD website or help desk services, including your personal information. We require that these Outside Contractors agree to (1) protect the privacy of your personal information consistent with this Privacy Policy, and any applicable Data Processing Agreement, and (2) not use or disclose your personal information for any purpose other than providing us with the products or services for which we contracted or as required by law.

Affiliates -- We may disclose information (including personal information) about you to our Corporate Affiliates. For purposes of this Privacy Policy, "Corporate Affiliate" means any person or entity which directly or indirectly controls, is controlled by or is under common control with EngagedMD, whether by

ownership or otherwise. Any information relating to you that we provide to our Corporate Affiliates will be treated by those Corporate Affiliates in accordance with the terms of this Privacy Policy.

Please understand that other third party access to and use of EngagedMD information is limited to their support for our services, which are governed by data processing agreements. We will not share any customer or end-user information with third parties without having such an agreement in place. Customer and End User permission for our use of their information includes its use by these third parties to the extent necessary for them to support our services. We will not be able to provide our services to you, as a customer or end-user, should you not consent to our sharing of your information with these third parties.

Is information collected by EngagedMD secure?

We take precautions to protect the security of your information. We have physical, electronic, and managerial procedures to help safeguard, prevent unauthorized access, maintain data security, and correctly use your information. However, neither people nor security systems are foolproof, including encryption systems. In addition, people can commit intentional crimes, make mistakes or fail to follow policies. Therefore, while we use reasonable efforts to protect your personal information, we cannot guarantee its absolute security. If applicable law imposes any non-disclaimable duty to protect your personal information, you agree that intentional misconduct will be the standards used to measure our compliance with that duty.

For more information about how EngagedMD stores and secures customer and company data, please see our Security Policy.

Laws and Legal Rights

EngagedMD complies with the General Data Protection Regulation (GDPR) and the EU/UK/Switzerland-U.S. Privacy Framework. This Privacy Policy is governed by the laws of the member states of the European Union (EU) and the European Economic Area (EEA). By using our services you consent to the exclusive jurisdiction of these governing courts in connection with any action or dispute arising between the parties under or in connection with this Privacy Policy. EngagedMD is subject to the investigatory and enforcement powers of the appropriate governing bodies under GDPR, including but not limited to the Information Commissioner's Office (ICO) and other relevant local authorities within the EU and EEA.

On request, EngagedMD will sign a data processing agreement (DPA) with your organization.

We may disclose your information (including personal information) if we believe in good faith that we are required to do so in order to comply with an applicable statute, regulation, rule or law, a subpoena, a search warrant, a court or regulatory order, or other valid legal process. We may disclose personal information in special circumstances when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating the EngagedMD Terms of Service, to detect fraud, or to protect the safety and/or security of our users, the EngagedMD website, or the general public. We also may be required to disclose an individual's personal information in response to a lawful request by public authorities, including to meet national security or law enforcement requirements.

EU/UK/Switzerland-U.S. Privacy Framework

EngagedMD complies with the EU, UK, Swiss-U.S. Privacy Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union (EU) member countries, as well as the United Kingdom (UK) and Switzerland. EngagedMD has certified to the Department of Commerce that it adheres to the Privacy Principles. If there is any conflict between this privacy policy and the Privacy Principles, the Privacy Principles shall govern. To learn more about the Privacy program, and to view our certification page, please visit <https://www.dataprivacyframework.gov/s/>.

Our agreements with our Customers and Subcontractors provide that personal information may only be collected and used for limited and specified purposes consistent with your consent and that these entities will also provide the same level of protection as the Privacy Framework requires, and that they will notify EngagedMD if they make a determination that they can no longer meet this obligation. Our agreements with these entities provide that if and when such a determination is made, the other entity shall cease processing or otherwise take reasonable and appropriate steps to remediate.

In cases of onward transfer to third parties (e.g., EngagedMD's Customers or Subcontractors) of personal information of EU, UK, or Swiss individuals received pursuant to the Privacy Framework, EngagedMD is potentially liable.

In compliance with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF, EngagedMD commits to cooperate and comply respectively with the advice of the panel established by the EU data protection authorities (DPAs) and the UK Information Commissioner's Office (ICO) and the Swiss Federal Data Protection and Information Commissioner (FDPIC) with regard to unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF. EngagedMD commits to resolve complaints about your privacy and our collection or use of your personal information. EU, UK, and Swiss individuals with inquiries or complaints regarding this privacy policy should first contact EngagedMD.

Please note that if your complaint is not resolved through these channels, under limited circumstances, a binding arbitration option may be available under a Privacy Framework panel.

Sale of Business

We reserve the right to transfer information to a third party in the event of a sale, merger or other transfer of all or substantially all of the assets of EngagedMD or any of its Corporate Affiliates (as defined herein), or that portion of EngagedMD or any of its Corporate Affiliates to which the Service relates, or in the event that we discontinue our business or file a petition or have filed against us a petition in bankruptcy, reorganization or similar proceeding, provided that the third party agrees to adhere to the terms of this Privacy Policy.

How will I know if there are any changes to this Privacy Policy?

We may revise this Privacy Policy from time to time without notice. Having said that, we will not make changes that result in significant additional uses or disclosures of your personal information without notifying you of such changes via email. We may also make non-significant changes to this Privacy Policy that generally will not significantly affect our use of your personal information, for which an e-mail is not required. We encourage you to check this page periodically for any changes. If any non-significant changes to this Privacy Policy are unacceptable to you, you must immediately contact us and, until the issue is resolved, stop using the EngagedMD website and any services we provide. Your continued use of our services and the EngagedMD website following the posting of non-significant changes to this Privacy Policy constitutes your acceptance of those changes.

Whom do I contact if I have any privacy questions?

If you have any questions or comments about this Privacy Policy or feel that we are not abiding by the terms of this Privacy Policy, please contact our Privacy Agent in any of by email (privacy@engagedmd.com) or by postal mail or courier: Attn: Privacy Agent, EngagedMD, LLC, 1802 Vernon St. NW, #2503, Washington, DC 20009.

By using the EngagedMD website or contacting us directly, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, you should not engage with our website, or use our services. Continued use of the website, direct engagement with us, or following the posting of changes to this Privacy Policy that do not significantly affect the use or disclosure of your personal information will mean that you accept those changes.