

BostonSight® Websites Terms and Conditions of Use

Terms of Use

Please read these Terms and Conditions of Use (these “Terms”) before using the BostonSight® website or the FitConnect™ application (collectively called the “Website”). They describe the terms and conditions of use governing the Website as well as important information concerning privacy, security, and links to other websites. This information may be updated or revised by Boston Foundation for Sight, Inc. d/b/a BostonSight® (“BostonSight”) at any time. BostonSight” may also make changes at any time to the products described within the Website.

When you use or access the Website, conduct any transaction or access information on the Website or any related products, features or services, you accept, acknowledge and agree to be bound by these Terms. If you do not agree to all of these Terms, please do not confirm that you agree to be bound by these Terms and do not use or access the Website. If, at any time, any part of the Terms is no longer acceptable to you, you may immediately terminate your use of the Website.

General

BostonSight and its licensed manufacturers receive orders and prescriptions for BostonSight products from licensed contact lens prescribers. FitConnect provides the practitioner with the electronic capability to transmit prescriptions. BostonSight is not the record-keeper of such prescriptions. Prescriptions are valid for the time period as assigned per your state of license.

BostonSight FitConnect™ (“FitConnect”) is an intuitive, web-based fitting and order management system for BostonSight products.

FitConnect is for healthcare practices and practitioners only. FitConnect capabilities include the following: register patients, place BostonSight product orders, view order status, view patient order history, review invoices, receive consultation assistance, and other reporting capabilities.

BostonSight may change any term in BostonSight’s Terms and Conditions of Use at any time. The changes will appear in these Terms and Conditions of Use, and your use of the Website after any changes have been posted will constitute your agreement to the modified Terms and Conditions of Use and all of the changes. Therefore, you should read these Terms and Conditions of Use each time you access the Website. You may not use the Website for any unlawful purpose or any purpose not approved by BostonSight. By registering for the Website, you are agreeing to allow BostonSight to make your practice and practitioner names publicly available on our Website as locations that offer our products.

Roles and Responsibilities

BostonSight requires each practice using the Website to register a User as a designated practice Point of Contact (“POC”). A “User” is an individual, practitioner or practice staff, who has been granted access to the Website. BostonSight cannot and will not be liable for any loss or damage arising from the failure of any Practice Point of Contact or User (as defined herein) to comply with [BostonSight FitConnect Terms and Conditions of Use](#).

If you are a Point of Contact, you are responsible for the administration of all Website User accounts within your practice and for ensuring that Users adhere to the BostonSight FitConnect Terms and Conditions of Use. In addition, you are responsible for maintaining your practice’s User list and modifying your practice’s User accounts as needed, as set forth in more detail below.

Point of Contact Responsibilities:

If you are a Point of Contact, you have the authority and responsibility to:

- Perform practice account maintenance, as follows:
 - Approve new Users;
 - Assign Point of Contact role to Users, when applicable;
 - Add and modify existing User permissions; and
 - Deactivate Users no longer active in your practice;
- Ensure that all Users within your practice are aware of and are adhering to the most current version BostonSight FitConnect Terms and Conditions of Use;
- Ensure that each User has a unique ID and password;
- Ensure that User login IDs and passwords are not shared among your practice's staff and are not disclosed to any other party;
- Deactivate a User's account immediately upon the termination of such User;
- Maintain an up-to-date list of your organization's Users and conduct a routine account review of the current User list to ensure that Users are activated and deactivated as appropriate; and
- Immediately notify BostonSight of any unauthorized use of a User's login ID or password or any other breach of security.

User Responsibilities:

If you are a User, you must comply with the following terms and conditions, in addition to the other provisions in BostonSight FitConnect Terms and Conditions of Use:

- For security reasons, you must not disclose your password information to any party. You are responsible for maintaining the confidentiality of your login ID and password.
- You agree to immediately notify your Point of Contact of any unauthorized use of your login ID or password or any other breach of security.
- You agree to ensure that you properly exit from your account at the end of each Website session
- You are responsible for all activity or transactions accessed or conducted through the Website that is attributable to your login ID and password.
- You will use your best efforts to ensure that any data, text or information, including without limitation, patient registration, patient order, invoice and payment information and any Personal Information (as defined in 201 CMR 17.00) or Protected Health Information (as defined in 45 C.F.R. § 164.501) that you access or retrieve through or from the Website will be (a) used solely in furtherance of the relationship that you and/or the practice, for whom you are an authorized representative, has with BostonSight, and (b) maintained in confidence and not disclosed to any other party, except to other staff members within your organization who have a need to know such information in connection with your organization's relationship with BostonSight.
- You understand that all information, data, text, and other materials ("Information") are the sole responsibility of the person from whom such Information originated. This means that you, and not BostonSight, are entirely responsible for all Information that you upload, e-mail, transmit, or otherwise make available via the Website. You hereby grant BostonSight and all other persons and entities involved in the operation of the Website the right to transmit, monitor, retrieve, store and use in connection with the operation of the Website all Information that you upload, e-mail, transmit, or otherwise make available via the Website.
- You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website.
- You agree that BostonSight, in its sole discretion, may deactivate your login ID and password, and your access to the Website, and remove and discard any Information that you have uploaded, e-mailed, transmitted, or otherwise made available via the Website, if BostonSight believes that you have violated the BostonSight FitConnect Terms and Conditions of Use. You agree that BostonSight shall not be liable to you or any third party for any termination of your access to the Website.
- Practitioners are the only Users granted ordering permissions outside of prescription refill requests.

User Obligations

You may not use the Website in any manner that may: adversely affect the Website's resources or the availability of the Website to others; violate any local, state, national or international law; delete or revise any content on the Website; infringe in any way upon any right of BostonSight or any third party; or to harass any other person or to collect or store personal information about other visitors. If you have a unique user identifier and/or password to access secure areas, you are responsible for protecting the identifier and/or password and for any unauthorized use by others, with or without your permission.

You may not submit or post any material or information which is illegal, obscene, threatening, defamatory, invasive of privacy, or infringing of proprietary rights of any person or entity, or which contains software viruses, corrupted data, cancel bots, commercial solicitations, or mass mailings or any form of "spam". You may not use a false e-mail address to impersonate any person or otherwise mislead as to the origin of any material or information you submit or post.

Collection of Information

Our goal is to maintain your trust and confidence when handling personal information about you and your patients. When you visit our Website, we collect information such as IP address, geographic location, Internet Service Provider and pages visited. This information is not personally identifiable and is used only to help us improve the design of and access to the Website. It is not used to solicit business or to provide addresses for direct marketing material.

We use "cookie" technology to collect Website statistical information and improve your customer experience. Cookies set by BostonSight do not capture any personally identifiable information ("PII"). Most browsers automatically accept cookies, but if you prefer, you can set yours to refuse cookies. Even without a cookie, you can still use most of the features on the Website. To login and securely use FitConnect you will need to enable cookies on your browser.

We automatically collect some statistical data as you browse our Website. For example, we automatically collect your "IP address" used to connect your computer to the Internet, browser type and version, operating system and platform, average time spent on our Website, pages viewed, information searched for, access times, "click stream data," and other relevant information about your online experience.

You may browse our Website anonymously by choosing not to provide us with any PII, such as your name or e-mail address, or choosing not to register during your visits to our Website. When you browse this way, we will not link your online activity with the accounts you may have with us. We collect only personal or medical patient information we need to carry out our business.

- Examples of personal information are name, date of birth, and email address.
- Examples of medical information are scleral lens orders/prescriptions. You, as the practitioner, supply this information.

The Website may use third party web analytics services to track and analyze anonymous usage and volume statistical information from visitors to help the administration of the Website, improve the Website's performance and to report Website traffic. These web analytics services use cookies, clear gifs and other web monitoring technologies to help track visitor behavior on behalf of the Website. These services do not use these technologies to collect any PII from the Website's visitors.

Suspected Privacy Violation

To report a suspected privacy violation, please call **781-726-7337**.

Confidentiality & Registration

We have combined state-of-the-art technology with industry best practices in order to provide security for transactions on BostonSight FitConnect™. You may use your User Name and Password to access order and account management features.

When you register with us, your information is stored in a secure server environment and is protected by firewall technology. The information that is transmitted is encrypted. Because of this, we require that your browser be capable of supporting 128-bit encryption. When you are accessing pages on the Website, you can confirm if you are in a secure area by looking for the "padlock" symbol at the bottom of your browser window.

Implementing our stringent security systems requires BostonSight to link a user to his or her unique identity. To do so, we must gather identifiable information about users, including information about the user's computer, and information related to the user, such as pages visited and information that was submitted or changed. As BostonSight continues to introduce new functionality to FitConnect, including email capabilities, and additional features, other safeguards may be introduced to further enhance privacy and security.

Use of Personal Information

If you choose to provide us with personal information over the Internet, such as by registering for a personalized account or signing up for emails from BostonSight, we collect the information that you provide to us. We use this information when you register with us to maintain, improve and administer our Website, operate our business, provide products and services you request, administer your account, inform you about products and services that might be of interest to you, and personalize your online experience.

The information we collect allows us to:

- Recognize you when you return to our Website, so we can personalize your experience
- Process transactions
- Respond to your requests
- Provide you relevant product and service offers on our Website

In order to carry out certain business functions, we sometimes hire other companies to perform services on our behalf. We may disclose certain personal information, such as the e-mail address you have supplied when registering, to these companies to enable them to perform these services, but they are required to safeguard this data and are not authorized to use it for any other purpose than completing their contractual requirements to BostonSight. BostonSight will not disclose other PII to another party unless required to do so by government authorities, legal processes, or otherwise required by law or as specifically authorized by you.

BostonSight uses your information to complete transactions, respond to your requests, deliver the products and services in which you enroll or for which you apply, and also to notify you of information, updates, or special offers, that we think may interest you. We also use your information to provide you with a more effective experience while on our Website. In order to do this, we may process your information or combine it with other information that is publicly available. This enables us to customize your BostonSight experience.

We are required by law to protect the confidentiality of your patient's personal and medical information and to notify them in the event of a breach affecting their personal or medical information.

Privacy of Patient Information

We are committed to maintaining the confidentiality of all Protected Health Information (PHI) entered into FitConnect. We will not disclose PHI about your patients without their permission, unless the disclosure is necessary to provide our services to you or is otherwise in accordance with the law. Even when allowed, uses and disclosures are limited to the minimum amount reasonably necessary for the intended task.

Limitation of Liability

IN NO EVENT SHALL BOSTONSIGHT OR ITS SUPPLIERS OR VENDORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WEBSITE OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SUCH PRODUCTS, GOODS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BOSTONSIGHT BE LIABLE FOR ANY BREACH IN TRANSACTION SECURITY CAUSED BY A THIRD PARTY ARISING OUT OF OR RELATING TO ANY ATTEMPT TO PURCHASE PRODUCTS, MERCHANDISE OR SERVICES. IN NO EVENT SHALL BOSTONSIGHT BE LIABLE FOR ANY FAILURE, INTERRUPTION OR ERROR WITH RESPECT TO ANY ASPECT OF THE WEBSITE, INCLUDING THE AVAILABILITY OF ANY FEATURE OR FUNCTIONALITY. BOSTONSIGHT, ITS LICENSORS, ITS VENDORS, OR ANY THIRD PARTIES MENTIONED ON THE WEBSITE SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO ANY PERSON CAUSED BY YOUR USE OR MISUSE OF THE WEBSITE OR THE CONTENT OF THE WEBSITE.

Disclaimer

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Indemnification

You hereby agree to indemnify and hold BostonSight, and each of its subsidiaries and affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with BostonSight, and the directors, officers, managers, employees and agents of the above entities, harmless from any and all claims, liabilities, damages, losses and expenses (including attorneys' fees and expenses) arising out of or relating to: (A) your misuse or use of the Website or any BostonSight products, merchandise or services other than in accordance with these Terms or other written direction from BostonSight or (B) any alleged or actual breach of these Terms or violation of applicable law or regulation by you.

Termination

BostonSight, in its sole discretion, may terminate this Agreement and prohibit your use of the Website at any time.

Governing Law; Jurisdiction

Any and all claims arising out of or related to these Terms or to your use of the Website, or any product or service provided by BostonSight or through the Website shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles, and shall only be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

Injunctive Relief

You agree that unauthorized use of your registration on the Website will breach the security of the Website, including the data contained therein and provided therewith and therefore would cause irreparable harm to BostonSight for which no adequate remedy at law exists, and you therefore agree that, in addition to any other remedies available, BostonSight is entitled to equitable relief to enforce its rights and these Terms.

Communication by Electronic Means

To the fullest extent permitted by applicable law, these Terms and any other agreements, notices or other communications regarding the Website, your registration and/or your use of the Website ("Communications"), may be provided to you electronically and you agree to receive Communications in an electronic form. Communications may be posted on the pages within the Website and/or delivered to your e-mail address. You should retain a copy of any Communications for your records. All Communications in electronic format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have opened, received or retrieved the Communication.

Miscellaneous

These Terms constitute the entire agreement between the parties and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. If any term in these Terms is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The section headings herein are for convenience only and must not be given any legal import. These Terms and your rights and obligations hereunder may not be assigned or otherwise transferred by you without the prior written consent of BostonSight.

Security Measures

Protect Your Passwords

Make your passwords as obscure or abstract as possible. Strong passwords include a combination of upper and lower-case letters, numeric values and special characters. Avoid obvious numbers and words, such as a maiden name, birth date, or an anniversary, which would be easy to guess. Never divulge your passwords to anyone, including family or friends.

Don't E-Mail Personal or Health Data

Most email is not secure or encrypted and should not be trusted to send personal or financial information.

Steps BostonSight is taking to Protect You

- *Customer Access to Account Information*
No matter how you contact BostonSight—online, or by phone—we verify your identity before granting you access to your information.
- *Timed Log-Off*
FitConnect automatically logs you off after an extended period of inactivity. This reduces the risk that others could access your information from your unattended computer.
- *Firewalls*
To block unauthorized access, all our computer systems are protected by firewalls, electronic barriers that prevent unauthorized access to our networks.

Encryption

BostonSight employs some of the strongest methods of encryption commercially available today. All online activity involving personal or sensitive information is encrypted from the point it leaves your computer until it enters our systems using the HTTPS protocol and a Secure Socket Layer ("SSL") certificate. The server is configured to only support 128 bit or 256 cipher suites. Older, less secure protocols and cipher suites are disabled. For your general online security, be sure you see the letter "s" at the end of "https" at the beginning of the URL address before entering any sensitive information, indicating the site is secure. BostonSight monitors changes in the industry to ensure the highest level of encryption protection is maintained.

Phishing

Protect Yourself from Phishing Scams

Phishing is the mass e-mailing of messages that falsely claim to come from a legitimate business. These messages often provide links to phony websites, where you are asked to supply personal information such as passwords, credit card numbers, Social Security numbers, or bank account numbers. Finally, know that BostonSight will never e-mail you requesting that you confirm your personal information or password. Never enter personal information unless you are sure the website is legitimate. You should also be certain the site is encrypted.

How to Recognize Phishing E-Mail

Phishing messages are becoming more sophisticated and they are often difficult to recognize. The creators now incorporate realistic company logos and graphics, provide links to the real company's privacy policies, and even include "legal disclaimer language" at the bottom.

To help determine if email is part of a phishing scam, ask yourself the following:

- Do I have a relationship with this company?
- Would I expect this company to contact me this way?
- Would I expect this company to use this tone or make this request?

If you are at all unsure, contact the company by phone.

How to Protect Yourself from Malware and Viruses

Common types of malware are:

Spyware

Software that may be installed on a computer without the user's consent to monitor use, send pop-up ads, redirect a computer to certain websites, or record keystrokes, which could lead to identity theft.

Trojans

Software disguised to perform one legitimate action, but actually performs another often malicious one such as enabling unauthorized people to access the affected computer through a backdoor and sometimes to send spam from it.

Viruses

A program that is attached to a file or program, so it can spread from one computer to another often without the user's knowledge — often through an e-mail attachment. Some viruses are programmed to be extremely damaging, while others are programmed to have annoying effects.

Steps you can take to protect yourself from these types of dangers are:

- Create a hard to guess password and make it unique
- Change your password periodically
- Keep your browser and Operating System up to date
- Update your anti-virus software regularly
- Use a personal firewall

Unsupported Applications

For security reasons to guard the safety of your data, access to the Website is limited to SSL-capable browsers such as:

- Google Chrome
- Firefox
- Internet Explorer

Under no circumstance should you use any software, program, application or any other device besides the Website to access or log-in to the Website, or to automate the process of obtaining, downloading, transferring or transmitting any content to or from our computer systems, Website or proprietary software.

Browsers & Security

Any time you enter or provide personal information on the Website, it is encrypted using Secure Socket Layer ("SSL") technology. SSL protects information as it crosses the Internet. To support this technology, you need an SSL-capable browser, such as Microsoft's Internet Explorer 11 or higher or Firefox 4 or higher.

You can tell if you are visiting a secure area within a website by looking at the symbol on the bottom of your browser screen. If you are using Internet Explorer, Firefox or Chrome, you will see either a lock or a key. When the

padlock is in the locked position, your session connection is taking place via a secure server.

The use of beta browser versions is not recommended. If you need a strong encryption browser please download the most recent version of one of the following browsers:

- Google Chrome
- Firefox
- Internet Explorer

Links to Other Internet Sites

The Website also includes links to other Internet sites. These links are provided as a convenience only. BostonSight does not endorse the products or any of the views expressed in these other sites. Nor does BostonSight warrant the accuracy of any of the information in these other sites. The sites are owned and controlled by other parties and each will have its own privacy and security policies, which may differ from those of BostonSight. Your access to and use of any other Internet sites, including the information, services, products, and materials on them, is solely at your own risk

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