

**IMPORTANT LEGAL INFORMATION: PLEASE READ THIS PRIVACY POLICY CAREFULLY BEFORE USING THIS WEBSITE. THIS PRIVACY POLICY APPLIES TO ALL VISITORS TO OR USERS OF [WWW.MOOREAUDITORYTRAINING.COM](https://www.mooreauditorytraining.com). YOUR USE OF THIS WEBSITE CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THIS PRIVACY POLICY. IF YOU DO NOT ACCEPT THE TERMS OF THIS PRIVACY POLICY, DO NOT USE THIS WEBSITE.**

## **I. OVERVIEW**

This privacy policy (the "**Privacy Policy**") applies to the official website of Moore Auditory Integrated Training, LLC, a United States, Florida limited liability company (hereafter "**MAIT**," "we," "us" or "our"). This Privacy Policy governs your access to and use of <https://www.mooreauditorytraining.com> (the "**Site**").

Use by Consumers:

This Site is strictly intended for use by consumers (i.e., non-professionals) for non-commercial, personal, family or household purposes only as a tool and resource to be utilized in close conjunction with the receipt of healthcare from licensed medical and therapeutic professionals. The Site, the MAIT software, the Moore Auditory-Visual Questionnaire ("**MAVQ**"), the reports, instructional and educational forms, and all information available to you through the Site are referred to as the "**Services**."

Use by Professionals:

This Site may be of value to medical and therapeutic professionals. Professionals who elect to use this Site do so at their own risk. MAIT shall have no liability for any professional's reliance upon the materials, reports and information derived from the Site or from any MAVQ as defined below. If a professional utilizes this Site, he or she shall remain fully and solely liable for his or her utilization, reliance and dissemination of information obtained therefrom, and shall indemnify, defend and hold harmless MAIT for his or her utilization, reliance and dissemination of all materials, reports and information obtained or accessed through this Site or provided by his or her patients as obtained by them through this Site.

MAIT understands the importance of the privacy of your personal information as well as the privacy of the personal information of your children. We further respect your desire to control the use of information about you and your children obtained as a result of your use of the Site.

The purpose of this Privacy Policy is to disclose to you what information we may collect, how we may collect it, with whom we may share it and certain other matters related to such information, including the choices you have regarding our collection of information and our use and disclosure to other parties of Information we may have collected from you.

## **II. INFORMATION WE COLLECT**

MAIT will only collect information specific to you or your child (such as name, address, telephone number, credit card information, e-mail address, birthdate, gender, existing conditions, past conditions and user/child relationship) that you voluntarily provide through our Site or e-mail correspondence.

Our host web server tracks and collects general information about the visits to our Site. While IP addresses (the Internet address of a computer) are logged to track a user's session, the user remains anonymous. We analyze this data for certain trends and statistics, such as which parts of our Site users are visiting, how long they spend there, the visitors' domain names and what states or countries those requests come from. We do not link your IP addresses to anything personally identifiable to you. We will collect general information (such as the type of browser you use and the files you request) to improve our Site and better meet your needs.

MAIT may request and collect information from you at various Site locations and instances, including, but not limited to, when you fill in the MAVQ, make a purchase, download forms, communicate with us via social media, write a review, contact us or post other user-generated content to the Site. These are currently the primary ways in which we gather information, however, we may also collect data through other channels in the future. The types of information we may collect from you can vary according to the method through which it was attained. If you choose to register or update an existing account with MAIT or access certain interactive Services, you may be requested to provide certain health-related information for you or your child, and such other information as name, address, telephone number, gender, email address and date of birth, and a username and password to access your MAIT account. You are responsible for ensuring the accuracy of the information you submit to MAIT.

## **III. HOW YOUR INFORMATION IS USED**

Information about you and your use of the Services may be used for the following purposes:

- A. to provide, improve and create new Services;
- B. to respond to your inquiries and to send you administrative communications about the MAIT Site and Services;
- C. to obtain your feedback about the MAIT Site and Services;
- D. to send you secure electronic messages and personalized emails pertaining to your interests as inferred from your use of the Services, including news, announcements, reminders and opportunities from MAIT;

- E. to statistically analyze trends and user behavior and activity including how frequently areas of the MAIT Site is visited, how the Services are being used and how many emails are received and opened;
- F. to provide you and people with similar demographic characteristics and interests with more relevant content including advertising both on and off the MAIT Site;
- G. to detect and defend against fraud and other threats to the Site, our Services and our users;
- H. to identify issues with the Services;
- I. to conduct research and measurement activities; and
- J. to administer your account.

In addition, MAIT may use information about you for other purposes that are disclosed to you at the time we collect the information and/or with your consent. MAIT may combine your or your child's information collected about your use of the Services, and also supplement with information from external sources for the purposes described in this Privacy Policy. For example, information that MAIT collects about you may be combined by MAIT with other information available to MAIT through third-parties for research and measurement purposes, including measuring the effectiveness of content, advertising or programs. This information from other sources may include age, gender, demographic, geographic, personal interests, Service purchase activity or other information. We may report aggregate information, which is not able to be identified back to an individual user of the MAIT Site, to our current or prospective advertisers and other business partners. MAIT will not sell your information to third-parties for their use without your consent. Occasionally we require organizations outside MAIT (such as legal counsel and accounts) to provide a service for purposes, functions and activities necessary for us to conduct our business. We take all reasonable steps to ensure that these organizations, both inside and outside of the United States, deal with information according to this Privacy Policy.

#### **IV. HOW WE COLLECT INFORMATION**

##### **A. Account Registration.**

You may create a user account requiring you to provide personal information; in the process you may also be asked to choose a user ID and password in order to take advantage of certain features the Site may choose to offer, including but not limited to, partially or fully completed MAVQ, purchase history, instructional videos, forums, message boards or other subscription-based Services. Your decision to register is voluntary and you will have the opportunity to decide whether or not to disclose information to us and what communications you would like to receive; however, please be advised that many of the Services available on the Site require registration and if you elect not to provide such information, you will not be able to take advantage of those Services.

**B. Instructional Videos and Emails.**

We may offer instructional videos to share information with you about the Site, our Services, other resources to help you, or about our affiliates, business partners, advertisers and sponsors. You may receive access to the instructional videos either by registering for it or in conjunction with a special feature or membership for which you have registered on the Site. You may cancel your free email subscription by following the instructions provided on the Site or, in some instances, in the designated area of certain instructional videos or emails.

**C. Surveys.**

From time-to-time we may request information from you in conjunction with a survey. Participation is voluntary, and you will have the opportunity to decide whether or not to disclose information to the Site. At times, you may have to register to take part in a survey.

**D. Cookies.**

Our Site uses a technology called "cookies." A cookie is a collection of information that gets stored on the hard drive of your computer when browsing the Internet. These small bits of code automatically identify your browser to the Site whenever your computer is used to visit the Site. Cookies also let us know how many people visit the Site and where visitors go on the Site. In addition, cookies can let us know non-personally identifiable information, like how many times a user has been on certain pages. For registered users, cookies can make using the Site easier for you by saving information such as your passwords or preferences. By tracking how and when you use the Site, cookies help us determine which areas are popular and which are not. Many improvements and updates to the Site are based on data obtained from cookies. Accepting cookies allows you, among other things, to personalize your experience on the Site. Cookies may also allow the Site to present to you advertising which may be of interest to you. If you do not want information collected through the use of cookies, your browser should contain an option that allows you to disable or delete cookie data at any time. Some areas of the Sites, however, may not provide you with a personalized experience if you have disabled the use of cookies. This Privacy Policy covers the use of cookies by the Site only and does not cover the use of cookies by any other third-parties.

**E. Transaction Information.**

If you conduct a financial or other transaction with the Site or subscribe for any of the products/services offered on the Site, we will ask you to complete an order form that will request certain information from you, including contact information, demographic information and/or financial

information. In some instances, we may direct you to a third-party vendor site to collect this information from you directly. Even though the collection form may have the look and feel of the Site, please be aware you will be giving your information directly to the third-party vendor, and that in some instances such third-party vendor's privacy policy will govern the collection of your information. Please reference the privacy policies available from these pages for any privacy related concerns. We and/or our vendor will use this information to complete the financial or other transaction that you have requested, (i.e. to deliver the information or Services) that you request or purchase, to invoice you, and in a manner consistent with this Privacy Policy. For your protection, financial information is collected and stored through encrypted means.

**F. Policies Specific to Our Questionnaires and Forms.**

If you elect, as part of the Services, to schedule a phone consultation with MAIT to discuss the results of a MAVQ report or because you have questions about the downloadable forms, you will be required to provide a copy of the MAVQ report to MAIT for review and analysis along with forms you may have downloaded and completed. Accordingly, you shall solely be responsible for sending the MAVQ report and completed forms to MAIT in such a manner as you deem necessary and appropriate to protect you and your child's personal and health related information (e.g., via regular mail, PDF scan, encrypted file or password protected). MAIT shall have no liability or responsibility for the protection of any MAVQ report or completed form you submit to MAIT, during its transmission to MAIT. We accordingly strongly recommend you send such records encrypted. Please note that while you complete the MAVQ online, MAIT does not have the ability to access the information you have entered, which is a step we have taken to maintain your privacy as you use this tool.

**V. INFORMATION YOU PROVIDE TO US**

We receive and store information you knowingly and voluntarily provide to us, such as:

- A. Full name;
- B. Email address;
- C. Phone number;
- D. Billing information and payment details (such as billing address, credit card details, and other sensitive financial information, specifically for the purpose of completing your transaction);
- E. Username and password for your MAIT account;
- F. A record of your MAIT orders, purchase history, and shopping behavior and preference;

- G. Information provided by you through your interactions with us on social media;
- H. Location and geographic information that could be collected if you use our mobile site; or
- I. Other details that you may submit to us or that may be included in the information provided to us by third-parties.

You may also voluntarily provide to us certain private information with respect to you or your child for the purposes of completing an MAVQ, such as:

- A. Medical history;
- B. Genetic conditions;
- C. ENT history; or
- D. Concussion and injury history.

MAIT will comply with any applicable HIPAA security and privacy standards and requirements (including, without limitation, those specified in 45 C.F.R. Part 164) with respect to the transmission of your private information in electronic form.

## **VI. INFORMATION WE COLLECT FROM YOU**

All information we collect from you requires your consent, for example, opening an account and purchasing Services. We may request your consent, from time-to-time, to take part in improved Services performance or for marketing purposes that we think will be useful to you. However, unless you are informed otherwise, the information we hold is for establishing and managing our business and customer relationship with you. Sensitive information is subject to greater restrictions and governed by law. By communicating with MAIT, including by email and by completing online forms, you are giving your consent to the collection of the information you provide.

## **VII. DATA RETENTION**

We will retain your information for as long as your account is active or as needed to provide you Services, and in some cases, indefinitely. If you wish to cancel your account or request that we no longer use your information to provide you Services, please use the "Contact Us" link located on every page of the Site. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

## **VIII. HOW WE MANAGE YOUR INFORMATION**

You may have contact with us by telephone, mail, email, over the Internet or other electronic medium. We take all reasonable steps to keep your information secure in a combination of secure computer storage, hard copy files and other records. We take steps to protect the information we hold from misuse, loss, unauthorized access, modification or disclosure.

## **IX. OUR DISCLOSURE OF YOUR INFORMATION**

MAIT does not share the information of its users with any unaffiliated third-parties for their promotional purposes. However, we use a third-party payment processor. We may also use third-parties for other services from time-to-time. These third-parties have no authority to use your information for their own promotional purposes. These third-parties will only have limited access to your information in order to help complete transactions. When you access our checkout using industry standard technology, your information is protected with both server authentication and data encryption, ensuring that your data is safe, secure, and available only to MAIT. Although MAIT uses industry standard practices to protect your information, WE DO NOT REPRESENT, WARRANT AND/OR GUARANTEE THAT YOUR INFORMATION WILL REMAIN SECURE. Therefore, we cannot and do not guarantee, and you should not expect, that your information or private communications will always remain private. Notwithstanding this, as a matter of policy, we NEVER sell or rent any information about you to any third-party. In the event there is a breach of security, or we are made aware that your information could be jeopardized, we will take all necessary measures to communicate these issues to you so that you can take steps to protect yourself.

## **X. UPDATING OR REMOVING YOUR INFORMATION**

If you have registered and desire to delete any of your registration information you have provided to us from our systems, please use the "Contact Us" link which is located on every page of the Site. Upon your request, we will delete your registration information from our active databases and where feasible from our back-up media. You should be aware that it is not technologically possible to remove each and every record of the information you have provided to the Site from our servers.

FOR RESIDENTS OF CALIFORNIA ONLY. Section 1798.83 of the California Civil Code requires select businesses to disclose policies relating to the sharing of certain categories of your information with third-parties. If you reside in California and have provided your information to us, you may request information about our disclosures of certain categories of information to third-parties for direct marketing purposes in the preceding calendar year.

You can submit such request by sending an email by using the "Contact Us" link located on every page of the Site.

## **XI. USERS LOCATED OUTSIDE OF THE UNITED STATES**

MAIT and our technical infrastructure are located in the United States. The information that you provide to us is stored on servers located in the United States. If you are located in another jurisdiction, you should be aware that in order to provide the Services to you, we must transfer your information to the United States where it will be stored and processed in accordance with this Privacy Policy. We may transfer your information outside the United States to service providers with operations in other countries. By using the Services, you consent to such collection, storage and processing in the United States and elsewhere, though the United States and other jurisdictions may not afford the same level of data protection as considered adequate in your own country. We will take reasonable steps to protect your information. Note that your information may be available to the United States government or its agencies under legal process made in the United States.

## **XII. EUROPEAN UNION ("EU") GENERAL DATA PROTECTION REGULATION ("GDPR")**

Beginning May 25, 2018, the processing of the personal information of EU citizens is subject to the EU GDPR. We may process EU citizens' information based on one or more of the following legal grounds:

- A. The processing is necessary to provide the services and features you request.
- B. The processing is necessary to protect the vital interests of our users or of others.
- C. The processing is necessary for our legitimate interests.
- D. The processing is necessary for the legitimate interests of other persons or parties.
- E. The processing is necessary to fulfill our legal obligations.
- F. The processing is conducted based on your consent.

Accordingly, if you are a citizen of the EU, you may exercise additional rights, including:

- A. The right to require we erase your personal information (the "right to be forgotten").
- B. The right to object to the processing of your personal information including for direct marketing purposes.
- C. The right to restrict the processing (other than storage) of your personal



- information.
- D. The right to require we transmit your personal information directly to others.
  - E. The right to receive an explanation of the personal information that has been collected.
  - F. The right to request copies of the personal information that has been collected.
  - G. The right to request your personal information be corrected.
  - H. The right to file a complaint relating to the handling of your personal information.
  - I. The right to revoke your consent to the processing of your personal information.

In each case, however, we may have a right to retain certain information for legal and administrative purposes. We may retain certain information about you, or your children as required by law and for legitimate business purposes permitted by law. We may also require identity verification before we process any request submitted by you. If you would like to exercise your rights or if you have any questions with respect to this provision, please use the "Contact Us" link which is located on every page of the Site.

### **XIII. LEGAL DISCLOSURE**

Because MAIT considers the individual information we maintain to be confidential, our policy is to not disclose of any personal information to third-parties (except as described above) unless release is required by law, or it is pertinent to judicial or government investigations or proceedings. We reserve the right to disclose information to our service providers, the government, law enforcement agencies, or other third-parties under certain circumstances where a formal request has been made (such as in responding to a court order, subpoena, or judicial proceeding) as MAIT, in our sole and absolute discretion, deems necessary and appropriate. Moreover, in the event of a sale, merger, or transfer of some or all of MAIT's assets, or dissolution or bankruptcy, your information may be transferred to an unaffiliated third-party as part of or apart from other transferred assets or assets. Any transfer will then be governed by and be the responsibility of any purchaser of or successor to the transferred assets or assets. We shall notify you by a notice on the home page of any change in the information practices governing your PII as a result of any transfer of assets or any asset change in ownership, and your choices in how your information is used.

### **XIV. ACCESSING YOUR INFORMATION**

You have the right to access the information you have provided to us. If you require details of your information held by us, we will need to verify your

identity before meeting your request, which we will process in a reasonable time. If you find that the information we hold about you is inaccurate or out of date, then we will promptly correct it upon receipt of the proper information from you.

## **XV. LINKS TO THIRD-PARTY SITES**

Our Site may contain links to other sites. We do not endorse or otherwise accept responsibility for the content or privacy policies of those sites. However, we encourage you to read the privacy policies of each website you visit prior to disclosing your information.

## **XVI. USER GENERATED CONTENT**

Any information or image content you voluntarily disclose online in a manner that other users can view (including, but not limited to: reviews, comments or posts on social media pages) becomes publicly available, and can be read, collected, and used by other members of the Site to send you unsolicited messages. Your name, email, or other information may also be displayed when you post comments or upload images throughout the Site. MAIT is not responsible for the information users select to disclose in these forums.

## **XVII. CHILDREN'S PRIVACY**

We are committed to protecting the privacy of children. The Site is offered and available to users who are eighteen (18) years of age or older. You should be aware that this Site is not intended or designed to attract children under the age of thirteen (13). We do not collect information from any person we actually know is a child under the age of thirteen (13). If a parent or guardian of a child under thirteen (13) years of age discovers that the child's information has been submitted to us through the Site, we shall use commercially reasonable efforts to remove such information from our records promptly should we discover that we have collected such information without verification of parental consent, or at the request of the parent or guardian. A parent or guardian must request the removal of PII of the child under thirteen (13) years of age, by contacting us at [auditoryvisualprotocols@outlook.com](mailto:auditoryvisualprotocols@outlook.com), or using the "Contact Us" link which

is located on every page of the Site and providing all information requested by us to assist us in identifying the information to be removed.

#### **XVIII. AGREEMENT TO OUR TERMS AND CHANGES TO THIS PRIVACY POLICY**

By using the Site, you consent to the collection and use of information by MAIT from the Site as indicated above. We reserve the right to change or modify this Privacy Policy and any of our Services at any time and any changes will be effective upon being posted unless we advise otherwise. If we make any material changes to this Privacy Policy we will notify you by means of a notice on the MAIT Sites and/or by email to our registered users (sent to the email address specified when you register) prior to the change becoming effective. By continuing to use the Services after changes are made to this Privacy Policy, you agree to such changes. We encourage you to periodically review this Privacy Policy for the latest information on our privacy practices. If you do not accept the terms of this Privacy Policy, we ask that you do not register with us and that you do not use the MAIT Site. Please exit the MAIT Site immediately if you do not agree to the terms of this Privacy Policy.

#### **XIX. CONTACT US**

We welcome your questions, comments, and concerns about this Privacy Policy and Site. You can reach using the "Contact Us" link which is located on every page of the Site.