Atlas Chiropractic System Data Privacy Policy

Up to date as of 6/11/2018

Reference is made to that certain Software License Agreement (the "**Agreement**") by and between Atlas Chiropractic System Inc. ("**Atlas**") and you (either an individual or a corporate entity) (the "**Licensee**").

This Data Privacy Policy shall be deemed an addendum to the Agreement and incorporated therein by reference. All terms and conditions set forth in the Agreement shall apply to this document *mutatis mutandis*.

Atlas knows you care how your data is used and shared, and we appreciate your trust that we'll do so carefully and sensibly. This Data Privacy Policy describes our undertaking to collect, store and use your data in accordance with the privacy and security policy set forth below and to inform you of any changes thereto, as the case may be.

LOCAL DATA

- All client data is stored on a local network in the client's office;

- The client is responsible for network and server security;

- Access to Atlas requires an account and password;

- A user with security officer privileges can set the various security settings; and

- Atlas support cannot access any local patient data without being enabled by the client on a one-time only basis and only for support or training purposes.

SECURITY SETTINGS

In order to improve privacy and security, we have implemented the following requirements:

- Minimum password length;

- Minimum password strength;

- Established number of unsuccessful attempts before account is locked;

- Established number of minutes of inactivity before user is automatically logged out; and

- Each user is assigned to a defined role as described below.

ROLES

The assignment of role is an added security measure and allows us to control access, reporting and modification of data by users as follows:

- Determines which Atlas menus can be accessed by users;

- Determines the date range for reports that any given user may specify (any range, daily, weekly, monthly, etc.)

- Determines if a user can generate reports for all data or just their own data; and

- Determines if a user can modify data or not.

REPORTS

- Every report category can be limited by imposing restrictions on the ability of the user to e-mail or save the report;

ONLINE DATA

- All online data, such as intake forms, is encrypted;

- All online data, once used, is destroyed.

LOGGING

Logging is necessary to accomplish and to track any of the following:

- adding new patients;

- making changes to patient information;

- viewing of patient information;

- making changes to system settings;

- making changes to transaction information;

- making changes to sticky notes; and

- making changes to appointments.

Logs can be printed for any or all users, date ranges, and any or all patients and tracks all users' logging in and logging off.

REMOTE DATA

- if clinic data is copied to Atlas computers for support reasons, that data is accessible to only the support team and is destroyed after the issue is resolved;

- patient data is not disclosed or sold to any 3rd party for any reason.

BACKUP

- All data is backed up locally;

- The client is responsible to move data offsite either physically or by using an online backup service.

PATIENT DATA

- data that identifies a patient is encrypted;

- patient data can be deleted from the system at the request of the patient; and

- patient data inactive for a specified number of years can be deleted.

Client unconditionally and irrevocably releases and forever discharges Atlas and shall indemnify and hold Atlas harmless from any and all liability arising directly or indirectly as a result of : (a) Client's collection, use, disclosure and storage of personal third party information; (b) third party hacking, theft, use, disclosure or manipulation of personal third party information in Client's possession or control; or (c) Client's failure to obtain required consents and opt-ins and/or failure to respect opt-out requests, as required by applicable privacy and anti-spam legislation. For greater certainty, under no circumstances shall Atlas be liable to Client and to any third party claimant for any act or omission by the Client of its legal obligations arising under applicable privacy or anti-spam legislation.