

AVELLA INJURY AND PAIN MANAGEMENT CENTER INC.

WEBSITE PRIVACY POLICY

By using the Avella Injury and Pain Management Center Inc. (the “Center”, “us” or “we” herein) website (<https://avellapainclinic.com/>) (the “Website”), or services provided by the Center, you are agreeing to the terms and conditions within this policy and all ancillary policies.

We may from time to time review and revise these terms. The revised policy will be effective and binding on you at the time it is posted on the Website. All employees and agents of the Center understand that any information provided to us is to be held confidentially to ensure our patient’s privacy.

The Center is dedicated to providing you with comprehensive injury and pain management services. In order to achieve this goal, it is essential that we gather and maintain certain personal information. Given that we understand and value your concerns about sharing this information, the Center respects your privacy and is committed to protecting it and has prepared this policy to inform you about our ongoing commitment to ensure that your information remains accurate and confidential.

1. Collection of Personal Information

Personal Information includes information about an identifiable individual. For instance, a person’s name when combined with other information about them, such as their address, sex, age, education, or medical history would constitute Personal Information.

We collect the Personal Information that you submit to our website, such as your name, address and any other contact or other information that you choose to provide by:

- using the “Contact Us” portion of this Website; or
- by corresponding with a representative of the Center via email using the hyperlinks created for that purpose.

Where you request information from us, we may use the email address that you provide to send you information about offers on products and services that we believe may be of interest to you. If you have asked us to put you on an email mailing list to provide you with certain information on a regular basis, or if we send you information about our offers on products and services by email, you may ask us to remove you from the list at any time (using the unsubscribe instructions provided with each email and on the site where you signed up).

Ultimately, the Personal Information you provide to the Center is at your discretion and under your control. Any Personal Information that you provide, we may collect.

In addition, we also collect information about your visit to the Website, including the pages you access, the links you click and other actions taken within our Website in order to track and analyze the regular use of our Website and improve its content.

2. Use and Disclosure of Personal Information

We use your information to provide you with our services, to communicate with you and to help us better understand your needs and interests.

We will not sell, rent or lease your information to third parties for their independent use under any circumstances. However, disclosure may take place in some situations, including sharing information with third parties that are contractually bound to us with the understanding not to disclose shared information for their personal use. We may provide access to our database in order to cooperate with official investigations or legal proceedings, including, for example, in response to subpoenas, search warrants, court orders, or other legal proceedings.

While your personally identifying information is protected as outlined above, we reserve the right to use, transfer, sell, and share aggregated, anonymous data about our users as a group for any business purpose, such as analyzing usage trends and seeking compatible advertisers and partners.

We may disclose your Personal Information to an individual or organization in the following circumstances:

- a) to third parties who are our advisors or service providers;
- b) to banking partners and/or financial institutions to facilitate the transaction;
- c) to third parties who are, or may be involved in maintaining, reviewing and developing our business systems, procedures and infrastructure, including testing and updating our systems and/or the Website; and
- d) to third parties when required by applicable law.

Where we disclose Personal Information to third parties that perform services on our behalf, we will require those third parties to use such information solely for the purposes of providing services to us and to have appropriate safeguards for the protection of that Personal Information.

3. Collection of Personal Health Information

In accordance with the Personal Health Information Protection Act (PHIPA), Personal Health Information is “identifying information” about an individual, whether oral or recorded if the information:

- relates to the individual’s physical or mental condition, including family medical history;
- relates to the provision of health care to the individual;
- is a plan of service for the individual;
- relates to payments, or eligibility for health care or for coverage for health care;

- relates to the donation of any body part or bodily substance or is derived from the testing or examination of any such body part or bodily substance;
- is the individual's health number; or
- identifies a health care provider or a substitute decision-maker for the individual.

"Identifying information" includes information that identifies an individual or for which it is reasonably foreseeable that it could be used, either alone or with other information, to identify an individual.

The Center collects personal and health information only for lawfully authorized purposes. The collection is limited to that necessary to provide care, to assist in the provision of care and to properly carry out related administrative and reporting obligations.

Individuals are never deceived or coerced in order to obtain consent for collection, use or disclosure of their information.

4. Use and Disclosure of Personal Health Information

Your information is used by the Center to provide injury and pain management services and as permitted or required under the PHIPA or another Act.

Personal health information is disclosed as necessary for the purpose for which it is collected, with consent, and as required or permitted by law. This includes disclosure to your care providers to ensure continuity and coordination of care.

5. Consent

By providing Personal Information and Personal Health Information to us, you agree and consent that we may collect, use and disclose your Personal Information and Personal Health Information in accordance with this Policy. In addition, where appropriate, specific authorizations or consents may be obtained from time to time.

In most cases and subject to legal and contractual restrictions, you are free to refuse or withdraw your consent at any time.

6. Accuracy and retention of Personal Information and Personal Health Information

We will make reasonable efforts to ensure that patients' Personal Information and Personal Health Information is accurate and complete as necessary for the purposes for which we use that information. We keep your Personal Information and Personal Health Information only as long as it is required for the reasons it was collected. The length of time we retain information varies, depending on its use and the nature of the information. This period may extend beyond the end of your relationship with us but it will be only for so long as is necessary.

If for any reason you need to make changes to Personal Information or Personal Health Information, we should be contacted in writing.

7. Providing Patients Access to Personal Information and Personal Health Information

Patients have a right to access their Personal Information and Personal Health Information, subject to limited exceptions.

A request to access Personal Information and Personal Health Information must be made in writing and provide sufficient detail to identify the information being sought. Upon request, we will also tell patients how we use their Personal Information and Personal Health Information and to whom it has been disclosed if applicable.

We will make the requested information available within 30 business days, or provide written notice of an extension where additional time is required to fulfill the request.

A minimal fee may be charged for providing access to the information. Where a fee may apply, we will inform the patients of the cost and request further direction from the patients on whether or not we should proceed with the request.

If a request is refused in full or in part, we will notify the patients in writing, providing the reasons for refusal and the recourse available to the patients.

8. Protection of Personal Information and Personal Health Information

We are committed to ensuring the security of a patient's Personal Information and Personal Health Information to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks.

We will use appropriate security measures when destroying a patient's Personal Information and Personal Health Information such as shredding documents, deleting electronically stored information.

The Center has employees that understand the importance of confidentiality and client privacy, and all our employees and contractors are bound by a non-disclosure agreement.

9. Use of Website

In using the Website, you may encounter "cookies". "Cookies" are files or pieces of information that may be stored in a computer's hard drive when an individual visits a website. Most Internet browsers are initially set to accept cookies. If you do not wish to accept cookies, you can set yours to refuse cookies or to alert you when cookies are being sent. "Session" cookies are temporary bits of information that are erased once a visitor exits its web browser window or otherwise turns its computer off. Session cookies are used to improve navigation on websites and to collect aggregate statistical information. The Website may use session cookies.

“Persistent” cookies are more permanent bits of information that are placed on the hard drive of a visitor’s computer and stay there unless it is deleted. Persistent cookies store information on a visitor’s computer for a number of purposes, such as retrieving certain information previously provided (e.g., passwords), helping to determine what areas of the website visitors find most valuable, and customizing the website based on visitor preferences. The Website may use persistent cookies.

Our Website may contain links to other websites that may be subject to less stringent privacy standards. We cannot assume any responsibility for the privacy practices, policies or actions of the third parties that operate these websites. The Center is not responsible for how such third parties collect, use or disclose your personal information. You should review the privacy policies of these websites before providing them with personal information.

10. Resolving your privacy concerns

In the unlikely event that we believe that the security of your information in our possession or control may have been compromised, we may seek to notify you. If notification is appropriate, we may notify you through the Website or otherwise.

The Center welcomes your comments regarding our privacy statement. To submit your comments, or to request more information about our privacy policies, please contact our Privacy Officer at 905-315-7007, email avella.injuryandpain@gmail.com or write to:

Avella Injury and Pain Management
Attn: Dr. Sangita Sharma
5045 Mainway, Unit 118
Burlington, ON
L7L 5H9

A complaint may be made to the Information & Privacy Commissioner (IPC) of Ontario. The Commissioner is located at:

2 Bloor Street East, Suite 1400
Toronto, ON M4W 1A8
Phone: 416-326-3333
Fax: 416-325-9195

11. Interpretation of this Privacy Policy

Any interpretation associated with this Privacy Policy will be made by our Privacy Officer. This Privacy Policy includes examples but is not intended to be restricted in its application to such examples; therefore where the word “including” is used, it shall mean “including without limitation”.

This Privacy Policy does not create or confer upon any individual any rights, or impose upon the Center any obligations outside of, or in addition to, any rights or obligations imposed by Canada's federal and Ontario's provincial privacy laws, as applicable. Should there be, in a specific case, any inconsistency between this Privacy Policy and Canada's federal and Ontario's provincial privacy laws, as applicable, this Privacy Policy shall be interpreted, in respect of that case, to give effect to, and comply with, such privacy laws.