
Braeburn Privacy Policy

PLEASE READ THIS PRIVACY POLICY CAREFULLY BEFORE ACCESSING ANY PAGES IN THIS OR ANY OTHER BRAEBURN WEBSITE OR BEFORE ACCESSING, DOWNLOADING, VIEWING, OR USING, IN ANY MANNER, FROM YOUR SMART PHONE OR OTHER MOBILE DEVICE, ANY APPLICATION (OR "APP"), DISTRIBUTED, PRODUCED, DEVELOPED, MARKETED, OR MADE AVAILABLE BY BRAEBURN THROUGH ANY BRAEBURN WEBSITE (COLLECTIVELY, THE "SITE").

Braeburn Pharmaceuticals (Braeburn) values the privacy of visitors to our Site and those who have enrolled to participate in and receive Braeburn Access Program (BAP) services (referred to individually as "User" and collectively as "Users").

This Privacy Policy describes what information we collect from you or on your behalf, how we use that information, and what we do to protect it. By using the Site or enrolling in Braeburn Access Service, or enrolling in BAP, you expressly consent to the collection, use, and disclosure of your personal information as described in this Privacy Policy.

This Privacy Policy is incorporated into and is subject to the Braeburn Terms and Conditions. Your use of the Site and any personal information you provide on the Site is subject to the Terms of this Privacy Policy and the Braeburn Terms and Conditions of Use.

THE INFORMATION BRAEBURN COLLECTS:

Personally Identifiable Information: You may provide to Braeburn what is generally called "Personally Identifiable Information" (sometimes "PII") (such as your name, email address, postal mailing address, home/mobile telephone number, fax number, billing information, personally identifiable Health Information, and the names and email addresses of other individuals to whom you forward content from the Site or request via BAP) when using the Site or participating in BAP. For example, if you use the Site to contact Braeburn, we will ask for your email address so that we can respond to you.

"Health" Information: You may provide to Braeburn what is generally called "Health" Information (including but not limited to any and all spoken or written information about your health, treatment, medications, insurance benefits, and other data collected and maintained by Braeburn as part of your enrollment in BAP). By enrolling in BAP, you authorize Braeburn to receive, use, disclose, transmit, and maintain Health Information on your behalf in connection with the ongoing support and services provided to you upon enrollment.

"Automatically Collected" Information: When you visit the Site, we may automatically record certain information from your web browser by using different types of technology, including "clear gifs" or "web beacons." This "automatically collected" information may include your Internet Protocol address ("IP Address"), web browser type, the web pages or sites that you visit just before or just after the Site, the pages you view on the Site, and the dates and times that you visit the Site.

Registration: Some of the services provided on this Site may require registration. When registering with Braeburn, you may need to complete certain data fields as well as provide a user name and password. This registration discloses your identity. Please note that in the event you decide to withhold certain requested personal data, it may not be possible for you to access certain parts of the Site or access certain support services.

Cookies: Cookies are small bits of data cached or stored on your computer based on Internet activity. We may use cookies to monitor individual activity in aggregate to improve the Site and provide features that are tailored to your needs, including delivery of customized content and advertising. The information we gather may include IP address, user language, the operating system, browser type, the presence/absence of “flash” plug-ins, screen resolution, connection type, and information that identifies the cookie. Most web browsers automatically accept cookies, but you can usually change your browser settings to prevent this. If you disable cookies, your ability to use some features of the Site may be limited.

Session Cookies: We also use session cookies when you visit the Site. Session cookies are active only during the period you are logged on to the Site, and are removed when you leave. They help us track the sections of the Site that you use to allow us to make improvements in keeping with observed user preferences. We also use tracking cookies to determine what sites you visit when you leave our Site. This information helps us identify content and services that may be of interest to our users as we work to make further improvements to the Site.

Persistent Cookies: There is only one persistent cookie that may be used when you visit the Site. This cookie tracks your confirmation that you are an HCP and helps us identify you as such upon your return to the Site. This cookie is active during the period you are logged on to the Site and may be stored for up to 60 days. For visits after this period you will be asked to confirm that you are an HCP.

HOW BRAEBURN USES INFORMATION:

Braeburn uses the information you provide or that we collect to operate, maintain, enhance, and provide all of the features and information found on the Site and all of the support and services offered through BAP. We will use your email address, without further consent, for administrative purposes, for customer service purposes, to address intellectual property infringement, rights of privacy, or defamation issues.

Braeburn uses all of the information that we collect to understand and analyze the usage trends and preferences of our Users, to improve the way the Site works and looks, and to create new features and functionality for both the Site and BAP.

Braeburn may use "Automatically Collected" information to: (a) remember your information so that you will not have to re-enter it during your visit or the next time you visit the Site; and (b) monitor aggregate site usage metrics such as total number of visitors and pages viewed.

Braeburn will not use your email address or other Personally Identifiable information to send promotional messages to you unless you have opted in or otherwise requested that Braeburn contact you about the Braeburn products and services or other information. Braeburn will not use or disclose the names or email addresses of individuals to whom you send content from the Site for any purpose other than sending such content on your behalf upon your initial request.

Braeburn prefers that your personal data be updated, accurate, and complete. Accordingly, you may access, amend, update, and/or request deletion of your personal data at any time. If you wish to access, amend, update, or delete your personal data held by Braeburn, please contact us at the address shown below. Braeburn will try to address your request in a prompt and accurate manner and free of charges.

Braeburn will only use your Personally Identifiable or Health Information to provide you with more tailored information about its products and services if you have enrolled in the BAP or otherwise have authorized Braeburn to use information for such purposes. However, we may anonymize or de-identify and aggregate data collected from Users through the Site or via BAP and use it for our business purposes.

WHEN BRAEBURN DISCLOSES INFORMATION:

Braeburn does not share your Personally Identifiable Information with other organizations for their marketing or promotional uses without your express consent.

Braeburn does not sell your Personally Identifiable Information to anyone.

Braeburn discloses Automatically Collected Information and other aggregate non-personally-identifiable information with interested third parties to assist such parties in understanding the usage, viewing, and demographic patterns for certain programs, content, services, advertisements, promotions, and/or functionality on the Site.

Personal data you provide may incidentally be transferred to a third party acting for or on behalf of Braeburn, or in connection with Braeburn's business, for further processing in accordance with the original purpose of the collection of the personal data. While such third parties may adopt different privacy policies, Braeburn will ask such third parties to provide at least the same degree of protection that Braeburn provides. Please note that if you withdraw your consent, Braeburn will, where practicable, inform third parties to whom your personal data has been transferred of your withdrawal of consent. Your withdrawal of consent will not retroactively apply to the use of data prior to the withdrawal of your consent.

Braeburn works with some authorized service providers to provide website hosting and maintenance as well as other services for us. Braeburn requires these service providers to safeguard Personally Identifiable information you provide to us. To the extent it is necessary for these service providers to complete their contractual obligations to Braeburn, these third parties may have access to or process your Personally Identifiable information. Braeburn generally limits their use of your Personally Identifiable information to the purpose for which it was shared.

Braeburn may also disclose User information if required to do so by law or in the good-faith belief that such action is necessary to comply with state and federal laws or respond to a court order, judicial or other government subpoena, or warrant. In some cases, we may make such disclosures without first providing notice to Users. This includes Health Information, which may also be disclosed as needed to deal with safety, treatment, adverse events and related issues to the extent allowed under applicable law or as previously consented by you. By enrolling in BAP, you understand that if Health Information is disclosed in this manner, federal and state privacy laws may not protect it if those laws do not apply to the recipient.

Braeburn also reserves the right to disclose User information that we believe, in good faith, is appropriate or necessary to take precautions against liability; protect Braeburn from fraudulent, abusive, or unlawful uses; to investigate and defend ourselves against any third party claims or allegations; to assist government enforcement agencies; to protect the security or integrity of the Site; or to protect the rights, property, or personal safety of Braeburn, our Users, or others.

YOUR CHOICES:

You may, of course, decline to share your Personally Identifiable Information with Braeburn, in which case Braeburn will not be able to provide to you some of the features and functionality found on the Site.

You may also change your mind in regards to a prior authorization for disclosure of your Personally Identifiable Information or Health Information and notify Braeburn of such revocation in writing, signed by you or on your behalf, and delivered to Braeburn Pharmaceuticals,. Such notice will be effective upon receipt by Braeburn but will not change or affect any actions that Braeburn or others took in reliance upon this authorization before the effective revocation was received.

OUR COMMITMENT TO CHILDREN'S PRIVACY:

Protecting the privacy of young children is especially important. For that reason, Braeburn does not knowingly collect or maintain Personally Identifiable Information on the Site from persons under 13 years of age, and no part of the Site is directed to persons under 13. IF YOU ARE UNDER 13 YEARS OF AGE, THEN PLEASE DO NOT USE OR ACCESS THE SITE AT ANY

TIME OR IN ANY MANNER. If Braeburn learns that Personally Identifiable Information of persons less than 13 years of age has been inadvertently collected by Braeburn without verifiable parental consent, then Braeburn will exercise commercially reasonable efforts to delete this information.

OUR COMMITMENT TO DATA SECURITY:

Braeburn uses commercially reasonable physical, administrative, and technical safeguards to preserve the confidentiality and security of your personal information. Nevertheless, such security measures may not prevent all loss, misuse, unauthorized access, attacks, or alteration of information on the Site and we cannot, however, ensure or warrant the security of any information you transmit to Braeburn over the internet, and you do so at your own risk. Braeburn and its third-party licensors are not responsible for any damages or liabilities relating to any such security failures. Once we receive your transmission of information, Braeburn makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

If Braeburn learns of a security systems breach, then we will exercise commercially reasonable efforts to notify you electronically so that you can take appropriate protective steps. Braeburn may also post a notice on the Site if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

INTERNATIONAL VISITORS:

Personally Identifiable Information collected on the Site may be stored and processed in the United States or any other country in which Braeburn or its affiliates, subsidiaries, or agents maintain facilities, and by using the Site you consent to any such transfer of information outside of your country.

IN THE EVENT OF MERGER OR SALE:

In the event that Braeburn is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information that we have collected from Users as part of such merger, acquisition, sale, or other change of control.

CHANGES AND UPDATES TO THIS PRIVACY POLICY:

This Privacy Policy may be revised periodically and this will be reflected by a "last modified" date below. Please revisit this page to stay aware of any changes. In general, we only use your Personally Identifiable Information in the manner described in the Privacy Policy in effect when we received such information. Your continued use of the Site constitutes your agreement to this Privacy Policy and any future revisions.

For revisions to this Privacy Policy that may be materially less restrictive on our use or disclosure of Personally Identifiable Information you have provided to us, we will make reasonable efforts to notify you and obtain your consent before implementing such revisions with respect to such information.

LINKS TO OTHER SITES:

This website may contain links or references to other websites. Braeburn neither controls, endorses, promotes nor has any affiliation with any other site unless expressly stated herein or on such site. You should not assume that the Privacy Policy for this website applies to any of the linked websites. You should therefore read the privacy policy of each linked website that you visit or use.

YOUR CALIFORNIA PRIVACY RIGHTS:

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits users who are California residents to request and obtain from us once a year, free of charge, information about the personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding calendar year.

DATE LAST MODIFIED:

This Privacy Policy was last modified on October 6, 2017.

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