

# American Association of Naturopathic Physicians' (AANP) Privacy Policy

Last Updated: May 29, 2018

Thank you for being part of the AANP.

This Privacy Policy describes the types of data we collect and how we collect it, as well as how we use, process, and disclose your information, including personal information, in conjunction with your access to and use of the AANP website, products, and services. This Privacy Policy is intended to solely govern the specific website(s) it is posted on, unless otherwise noted. The AANP may own and/or control organizations or programs that, due to their unique set of activities, may require their own Privacy Policy.

When this policy mentions "AANP," "we," "us," or "our," refers to the AANP.

## 1. INFORMATION WE COLLECT

There are two general categories of information we collect.

### 1.1 Information You Give to Us.

#### 1.1.1 Information that is necessary for the use of the Site (required; provided as necessity).

We require and collect the following personal information about you when you use the Site. This information is necessary for the performance of a contract in which the data subject is a party and to allow us to comply with our legal obligations under the contract and more generally. The following information is required because without it, we may not be able to provide you with all the requested services:

- **Account Information.** When you sign up for an AANP membership account, we require certain information such as your first name, last name, email address, user name, and password you choose.
- **Payment Information.** To use certain features of the Site (such as ordering products or Services), we may require you to provide to our third party payment processor, certain financial information (like your bank account or credit card information) in order to facilitate the processing of payments. All financial information will be collected directly by third party payment processors according to their privacy policies. While our research has shown that these third parties are of high integrity, we cannot be guarantors for them.
- **Communications with AANP and other users and customers.** When you communicate with the AANP or use the Site to communicate with other users and customers, we collect information about your communication and any information you choose to provide.

If you wish to use the Site, we require the aforementioned information; if you do not want to provide this information, you should not use the Site.

#### 1.1.2 Information you choose to give us (optional; provided with consent).

While not required, you may choose to provide us with additional personal information to obtain a better user experience when using Site. This optional, additional information will be processed based on your consent and includes:

- **Additional Account Information.** You may choose to provide additional information as part of your AANP Account (such as your personal description, location, and practice specialties. This

information will be publicly visible to others. If you do not wish to share this information with AANP or others, do not provide the information as part of your AANP Account.

- **Other Information.** You may otherwise choose to provide us information when you fill in a form, conduct a search, update or add information to your AANP account, respond to surveys, post to community forums, participate in promotions, or use other features of the Site. In these situations, AANP will collect the requisite consent.

### **1.2 Information We Automatically Collect from Your Use of the Site.**

When you use the Site, we automatically collect information, including personal information, about the services you use and how you use them. This information is necessary for the performance of a contract in which the data subject is a party and to allow us to comply with our legal obligations under the contract and more generally. Also, this information is necessary given our legitimate interest in being able to provide and improve the functionalities of the Site.

- **Geo-location Information.** When you use certain features of the Site, we may collect information about your precise or approximate location as determined through data such as your IP address or mobile device's GPS to offer you an improved user experience. Most mobile devices allow you to control or disable the use of location services for applications in the device's settings menu. The AANP may also collect this information even when you are not using the app if this connection is enabled through your settings or device permissions.
- **Usage Information.** We collect information about your interactions with the Site such as the pages or content you view, your searches for Products or Services, donation requests you have made, and other actions on the Site.
- **Log Data and Device Information.** We automatically collect log data and device information when you access and use the Site, even if you have not created an AANP Account or logged in. That information includes, among other things: details about how you've used the Site (including if you clicked on links to third party applications), IP address, access dates and times, hardware and software information, device information, device event information, unique identifiers, crash data, cookie data, and the pages you've viewed or engaged with before or after using the Site.
- **Cookies and Similar Technologies.** We use cookies and other similar technologies, such as web beacons, pixels, and mobile identifiers. We may also allow our business partners to use these tracking technologies on the Site, or engage others to track your behavior on our behalf. You may disable the usage of cookies through your browser settings.

## **2. HOW WE USE INFORMATION WE COLLECT**

We use, store, and process information, including personal information, about you to provide and improve the Site and comply with our legal obligations.

### **2.1 Provide and Improve the Site.**

- Enable you to access and use the Site.
- Enable you to communicate with other users and customers.
- Operate, protect, improve, and optimize the Site and experience, such as by performing analytics and conducting research.
- Provide customer service.

- Send you service or support messages, updates, security alerts, and account notifications.
- Send you promotional messages and other information that may be of interest to you based on your preferences (including information about the AANP or donor offers and launches).

We process this information given our legitimate interest in improving the Site and our users' and customers' experience with it, and where it is necessary for the performance of the contract with you and/or a legal obligation. You can opt-out of receiving communications from us by following the unsubscribe instructions included in our marketing communications or changing your notification settings within your AANP account.

## **2.2 Comply With Our Legal Obligations.**

- Detect and prevent fraud, spam, abuse, security incidents, and other harmful activity.
- Conduct security investigations and risk assessments.
- Verify or authenticate information provided by you (such as to verify your authorization to act as an agent on behalf of a nonprofit organization).
- Conduct checks against databases and other information sources, to the extent permitted by applicable laws.
- Resolve any disputes with any of our users or customers and enforce our agreements with third parties.
- Enforce our other policies.

We process this information given our legitimate interest and legal obligation to protect the Site, to measure the adequate performance of our contract with you, and to comply with applicable laws. AANP may process your information if it is necessary for legitimate interests, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data.

## **3. SHARING & DISCLOSURE**

Processing is lawful only if and to the extent one of the following applies:

### **3.1 With Your Consent.**

Where you have provided consent (such as, for the Find an ND site), we share your information, including personal information, as described at the time of consent. If you participate in promotional activities conducted by AANP partners or third parties we may also share information if you have provided us with prior consent to do so.

### **3.2 Other Situations.**

#### **3.2.1. Profiles and other Public Information.**

The Site lets you publish information, including personal information, that is visible to the general public. For example:

- Parts of your public profile page, such as your first name, your description, and city, are publicly visible to others.
- If you submit content in a community or discussion forum, blog or social media post, or use a similar feature on the Site, that content is publicly visible.

Information you share publicly on the Site may be indexed through third party search engines. If you change your public-facing content, these search engines may not update their databases. We do not control the practices of third party search engines, and they may use caches containing your outdated information.

### **3.2.2. Compliance with Law, Responding to Legal Requests, Preventing Harm and Protection of our Rights.**

The AANP may disclose your information, including personal information, to courts, law enforcement or governmental authorities, or authorized third parties, if and to the extent we are required or permitted to do so by law or if such disclosure is reasonably necessary: (i) comply with our legal obligations, (ii) to comply with legal process and to respond to claims asserted against the AANP, (iii) to respond to verified requests relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose us, you, or any other of our users to legal liability, (iv) to enforce and administer our Terms of Service or other agreements with our users and customers, or (v) to protect the rights, property or personal safety of the AANP, its employees, its users, customers or members of the public.

Where appropriate, we may notify users and customers about legal requests unless: (i) providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law, or (ii) we believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon the AANP's property, its users and customers and the Site. In instances where we comply with legal requests without notice for these reasons, we will attempt to notify that user or customer about the request after the fact where appropriate and where we determine in good faith that we are no longer prevented from doing so.

### **3.2.3 Third Party Companies.**

The AANP enters into contracts with third parties to provide certain donations to AANP users, customers, or companies that offer their products and/or services on the Site ("**Third Party Companies**"). The AANP will share your account information with Third Party Companies when you request donations or purchase products and/or services from such Third Party Companies. The AANP will need to share your account information, including your personal information, to implement a contract between you and the Third Party Company. Your account information will be processed according to the privacy policies of such Third Party Companies. We will provide you with these policies as reasonably appropriate.

### **3.2.4 Service Providers.**

The AANP is mainly a state directed organization, but there may be cause for business to be conducted globally, by us or by our members and / or corporate partners. In doing so, the AANP uses a variety of third parties to help us provide services related to the Site. Service providers may be located inside or outside of the European Economic Area ("**EEA**"). The EEA unites the EU Member States and the three EEA EFTA States (Iceland, Liechtenstein, and Norway) into a market governed by the same basic rules (such as GDPR).

For example, service providers may help us: (i) verify your identity or authenticate your identification documents, (ii) check information against public databases, (iii) conduct background or police checks, fraud prevention, and risk assessment, (iv) perform product development, maintenance and debugging, (v) allow the provision of the AANP Services through third party platforms and software tools (e.g., through the integration with our APIs), or (vi) provide customer service, advertising, or payments services. These providers have limited access to your information to perform these tasks on our behalf, and are contractually bound to protect and to use it only for the purposes for which it was disclosed and consistent with this Privacy Policy.

If the AANP needs to share your information, including personal information, with a service provider, in order to ensure the adequate performance of our contract with you, we are permitted to do so.

### **3.2.5 Business Transfers.**

If the AANP undertakes or is involved in any merger, acquisition, reorganization, sale of assets, bankruptcy, or insolvency event, then we may sell, transfer or share some or all of our assets, including your information in connection with such transaction or in contemplation of such transaction (e.g., due diligence). In this event, the AANP will notify you before your personal information is transferred and becomes subject to a different privacy policy.

### **3.2.6 Aggregated Data.**

We may also share aggregated information (information about our users that we combine together so that it no longer identifies or references an individual user) and other anonymized information for regulatory compliance, industry and market analysis, insights about the sector, demographic profiling, marketing and advertising, and other business purposes. We may share this aggregated data with the public.

## **4. THIRD PARTY PARTNERS & INTEGRATIONS**

The Site may contain links to third party websites or services, such as third party integrations, co-branded services, or third party-branded services ("**Third Party Partners**"). The AANP doesn't own or control these Third Party Partners and when you interact with them, you may be providing information directly to the Third Party Partner, the AANP, or both. These Third Party Partners will have their own rules about the collection, use, and disclosure of information. We encourage you to review the privacy policies of the other websites you visit.

## **5. YOUR RIGHTS**

You may exercise any of the rights described in this section by sending an email [communications@naturopathic.org](mailto:communications@naturopathic.org). Please note that we may ask you to verify your identity before taking further action on your request.

### **5.1 Managing Your Information.**

You may access and update some of your information through your Account settings. You are responsible for keeping your personal information up-to-date.

### **5.2 Rectification of Inaccurate or Incomplete Information.**

You have the right to ask us to correct inaccurate or incomplete personal information concerning you (and which you cannot update yourself within your AANP Account).

### **5.3 Data Access and Portability.**

In some jurisdictions, applicable law may entitle you to request copies of your personal information held by us. You may also be entitled to request copies of personal information that you have provided to us in a structured, commonly used, and machine-readable format and/or request us to transmit this information to another service provider (where technically feasible).

### **5.4 Data Retention and Erasure.**

We generally retain your personal information for as long as is necessary for the performance of the contract between you and us and to comply with our legal obligations. If you no longer want us to use your information to provide the Site to you, you can request that we erase your personal information and close your AANP Account. Please note that if you request the erasure of your personal information:

- We may retain some of your personal information as necessary for our legitimate business interests, such as fraud detection and prevention and enhancing safety. For example, if we suspend an AANP Account for fraud or safety reasons, we may retain certain information from that AANP Account to prevent that user or customer from opening a new AANP Account in the future.

- We may retain and use your personal information to the extent necessary to comply with our legal obligations. For example, the AANP may keep some of your information for tax, legal reporting and auditing obligations.
- Information you have shared with others (e.g., forum postings) may continue to be publicly visible on the Site, even after your AANP Account is cancelled. However, attribution of such information to you will be removed. Additionally, some copies of your information (e.g., log records) may remain in our database, but are disassociated from personal identifiers.
- Because we maintain the Site to protect from accidental or malicious loss and destruction, residual copies of your personal information may not be removed from our backup systems for a limited period of time.

### **5.5 Withdrawing Consent and Restriction of Processing.**

Where you have expressly provided your consent to the processing of your personal information by the AANP you may withdraw your consent at any time by changing your Account settings or by sending a communication to the AANP specifying which consent you are withdrawing. Please note that the withdrawal of your consent does not affect the lawfulness of any processing activities based on such consent before its withdrawal. Additionally, in some jurisdictions, applicable law may give you the right to limit the ways in which we use your personal information, in particular where (i) you contest the accuracy of your personal information; (ii) the processing is unlawful and you oppose the erasure of your personal information; (iii) we no longer need your personal information for the purposes of the processing, but you require the information for the establishment, exercise or defense of legal claims; or (iv) you have objected to the processing pursuant to Section 5.6 and pending the verification whether the legitimate grounds of the AANP override your own.

### **5.6 Objection to Processing.**

In some jurisdictions, applicable law may permit you to legally object to the AANP's processing. In these instances, you may require the AANP not to process your personal information for specific purposes (including profiling) where such processing is based on legitimate interest. If you object to such processing, the AANP will no longer process your personal information for these purposes unless we can demonstrate a legal basis for doing so or such processing is required for the establishment, exercise or defense of legal claims.

At any time, regardless of applicable law, you may object to us processing your personal information for direct marketing purposes. You may, at any time, ask the AANP to cease processing your data for these direct marketing purposes by sending an e-mail to [programs@naturopathic.org](mailto:programs@naturopathic.org).

### **5.7 Lodging Complaints.**

With respect to GDPR, you have the right to submit complaints about the data processing activities carried out by the AANP before Information Commissioner's Office in the UK; for complaints unrelated to GDPR, nothing in this Privacy Policy is intended to limit your right to file a complaint in the appropriate jurisdiction.

## **6. OPERATING GLOBALLY**

To facilitate our global operations, the AANP may transfer, store, and process your information within our family of public benefit organizations or with service providers based in Europe, India, Asia Pacific and North and South America. Laws in these countries may differ from the laws applicable to

your Country of Residence. For example, information collected within the EEA may be transferred, stored, and processed outside of the EEA for the purposes and bases described in this Privacy Policy. Where we transfer store, and process your personal information outside of the EEA we have ensured that appropriate safeguards are in place to ensure an adequate level of data protection.

#### **6.1 EU Model Clauses.**

If your information is shared with corporate affiliates or third party companies or service providers outside the EEA, we have, prior to sharing your information with such corporate affiliate or third party company or service provider, established the necessary means to ensure an adequate level of data protection. This agreement may incorporate the basis of the EU Model Clauses (a set of clauses issued by the European Commission).

#### **7. SECURITY**

We take the security of information seriously. Our third party partners have ensured us of their stringent security measure and we rely on them for protecting our and your information.

#### **8. CHANGES TO THIS PRIVACY POLICY**

The AANP reserves the right to modify this Privacy Policy at any time in accordance with this provision. If we make changes to this Privacy Policy, we will post the revised Privacy Policy on the Site and update the "Last Updated" date at the top of this Privacy Policy. We will also provide you with notice of the modification by email at least thirty (30) days before the date the changes become effective. If you disagree with the revised Privacy Policy, you may cancel your Account. If you do not cancel your Account before the date the revised Privacy Policy becomes effective, your continued access to or use of the Site will be subject to the revised Privacy Policy.

#### **9. CONTACT US**

If you have any feedback about this Privacy Policy or the AANP's information handling practices, you may email us at: [communications@naturopathic.org](mailto:communications@naturopathic.org). We welcome your feedback!