

# Privacy Statement

This University of Rochester Medical Center and Affiliates (URMC) Privacy Statement and Terms of Use will tell you what information we collect, how it is used, and how private it will be. It also explains restrictions on how you may use this website. We understand and respect individual rights to privacy and the concerns individuals have with regard to privacy and security.

The Privacy Statement covers URMC, its Affiliates and any of its websites accessible via the primary website, [www.urmc.rochester.edu](http://www.urmc.rochester.edu). “Affiliates” include Strong Memorial Hospital, Highland Hospital, Visiting Nurse Service, and the other health care providers and groups that are hosted on the URMC website. URMC and Affiliates will be referred to as URMC throughout this policy.

URMC is committed to protecting your privacy. Any information you provide to us through the URMC website—for example, name, address, and phone number—will never be sold to third parties. URMC may use this information to help you schedule a physician appointment, pay a medical bill, etc.

**Please read this Privacy Statement and Terms of Use in full and carefully before using this website. By using the website, you agree to the terms and conditions outlined here.**

*Note:* The Notice of Privacy Practices is a separate document that will help you understand how Protected Health Information (PHI) that you submit via the URMC website will be handled. The Notice of Privacy Practice governs how medical information about you may be used and disclosed by URMC.

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## **Medical Disclaimer**

**IF THIS IS A MEDICAL EMERGENCY, IMMEDIATELY CALL 911 TO GET MEDICAL ATTENTION. DO NOT USE EMAIL FOR IMMEDIATE ASSISTANCE OR OTHER URGENT NEEDS.**

The contents of this website, including all text, graphics, images, information, and other materials, are for educational purposes only and are intended to provide general information on a variety of healthcare and health benefits topics. It is NOT intended in any way to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on this website. If you have a medical emergency call your doctor or 911 immediately.

Please keep in mind that this website may contain language, graphs, or links to other websites that, while intended to convey health and wellness information, you might find sexually explicit or otherwise offensive.

If you would like to make an appointment with a URMC provider, please call 1-800-661-6162 or (585) 275-8762.

## **Protecting your Privacy**

We use a variety of information security measures to protect the confidentiality of protected health information under our control and appropriately limit access to it by others. All forms that request protected health information (name, address, email address, etc.) provide encrypted transmission over the Internet. The URMC site uses encryption technology, such as Transport Layer Security (TLS), to protect your protected health information during data transport. TLS protects information you submit via our website on the forms we have provided, such as your name, address, and credit card number. However, even with encryption, electronic transmissions via the Internet are not secure from interception, so we cannot ensure or warrant the security of any information you transmit to us electronically. You can help protect your privacy when you use any part of the URMC website requiring secure access by maintaining the confidentiality of your account and password and restricting access to your computer or other device.

## **Protecting Children's Privacy**

The URMC website is not intended for use by minors. Users under the age of 18 should get the assistance of a parent or guardian to use this site. URMC does not knowingly collect protected health information from children, or use this site for interest-based marketing to children.

## What Information We Collect

We respect the right to privacy of all patients, families, students, and other visitors to our site. We do not collect information that would personally identify you unless you choose to provide it. The protected health information that you submit, such as on the appointment request form, is shared only with those people in URMC who need this information to respond to your question or request. Information submitted through URMC online forms may be collected to ensure technical functionality. It will also be utilized to address any inappropriate use of our website. We do not save protected health information to use for other purposes, nor do we provide it to any other organizations.

## How We Use the Information We Collect

We will retain your information for scheduling and offering services, tracking (see the [Analytics](#) section) and confirming online orders, complying with our legal obligations, and to resolve disputes.

Except for authorized law enforcement investigations or other valid legal processes, we will not share any personally identifiable information and email addresses to any third parties outside of URMC.

We may provide third parties with aggregate statistics about the visitors to our website, traffic patterns, and related site information. These data reflect site-usage patterns gathered during visits to our website each month, but they do not contain behavioral or identifying information about any individual visitor unless that person has given us permission to share that information.

## Protected Health Information

Anyone can visit and browse our entire website at any time without providing any protected health information. We do not collect information that would personally identify you unless you choose to provide it. We also do not share any visitor's protected health information with any third party unrelated to URMC, except in situations where we must provide information for legal purposes or investigations, or if so directed by the patient through a proper authorization.

## Email Communications

The email functionality on our site does not provide a completely secure and confidential means of communication. It's possible that your email communication may be accessed or viewed by another Internet user while in transit to us. If you wish to keep your communication private, do not use our email. However, you can use the [MyChart Patient Portal](#) to communicate with your physician.

Email "phishing" is a scam designed to steal your protected health information. If you receive an email that looks like it is from URMC asking you for your protected health information, do not respond. We will never request your password, username, credit card information, or other

protected health information through email. If you are receiving such emails, please contact us at the [Website feedback form](#).

Email communications that you send to us via the email links on our site may be shared with a customer service representative, the appropriate employee, medical consultant, or agent that is most able to address your inquiry. We make every effort to respond in a timely fashion once communications are received. Once we have responded to your communication, it is discarded or archived, depending on the nature of the inquiry.

## **Forms**

Our website contains forms through which users may request information or supply feedback to us. In some cases, telephone numbers, email addresses, or return addresses are required so that we can supply requested information to you, and in other cases, correct names and addresses are required to process credit card payments.

We do not provide any information supplied on our Web forms to any outside organization for any reason (other than where we may be required to by law, or as necessary to process credit card information). We do not save this protected health information for any other reason. Please note that if Personally Identifiable Information (PII) is collected our forms are encrypted to protect your privacy. While we sometimes ask for credit card numbers or certain service transactions, and either pass them on to a credit card processing service or process them manually, we do not store credit card numbers online.

## **Blogs**

If you use blogging features or otherwise post information to the URMC site, you give URMC the irrevocable right to reproduce, distribute, publish, display, edit, modify, create derivative works from and otherwise use your submission for any purpose, in any form, and on any media.

If you use blogging features or otherwise post information to the URMC site, you agree you will not:

- Post material that infringes on the rights of any third party, including intellectual property, privacy, or publicity rights
- Post material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by URMC in its sole discretion
- Post advertisements of solicitations for business
- Post chain letters or pyramid schemes
- Impersonate another person including but not limited to a spouse, child, or sibling
- Allow another person to use your credentials for posting or viewing comments
- Post the same note more than once or "spam"

URMC reserves the right (but is not obligated) to do any or all of the following:

- Remove communications that fail to conform with these terms of use
- Terminate a user's access to the entire site or specific features such as the blog
- Edit or delete any communications posted on the blog features, regardless of whether such communications violate these standards

## **Social Media**

Social media represent opportunities to connect with audiences interested in URMC patient care, teaching, research, and community outreach programs. Facebook, Twitter, YouTube, Instagram, and others are a growing and valuable part of URMC's communications efforts.

However, by nature, these platforms are meant for conversations, not for one-way communications. Your participation establishes the expectation of candid, two-way dialogue with often anonymous individuals. All official social media platforms (YouTube channels, Facebook pages, Twitter accounts, etc.) that purport to represent URMC entities must be initiated and/or authorized by URMC Marketing and URMC Public Relations & Communications. The URMC [Professional Use Guidelines](#) are available for public review.

## **Surveys**

From time to time we may survey visitors to our web or mobile sites. The information from these surveys is used in aggregated, de-identified form to help us understand the needs of our visitors so that we can improve our site. The information may be shared with third parties with whom we have a business relationship. We generally do not ask for information in surveys that would personally identify you; if we do request contact information for follow-up, you may decline to provide it. If survey respondents provide protected health information (such as an email address) in a survey, it is shared only with those people who need to see it.

## **Newsletters**

URMC provides you with the opportunity to receive communications from us. You can sign up for a free email newsletter. You can unsubscribe from this newsletter at any time.

## **User Submissions**

Any communication or material you transmit to the website by electronic mail or otherwise that does not contain protected health information, including data, questions, comments, suggestions, or the like, is, and may be treated as, non-confidential and nonproprietary. You hereby grant URMC a perpetual, royalty-free, non-exclusive license in any copyrightable material that you transmit or post to our website. Any such material may be used by URMC for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, URMC is free to use any ideas, concepts, know-how, or techniques in any communication that you send to the website, for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products. You acknowledge that you are responsible for all information you send to the website. You may not post or transmit any information that is illegal, threatening, libelous, defamatory, obscene, ethnically or racially

offensive or discriminatory, profane, infringes the copyright or other intellectual property right of any third party, invades the privacy of another person or any other information or materials that constitute a crime, gives rise to a civil action or otherwise violate any law or confidentiality agreement. URM C reserves the right to refuse to post any such message, or to remove it from our site, and may take appropriate legal action.

## **Non-Personal Information**

URMC collects non-personal information such as website usage, traffic patterns, site performance and related analytics based on our tracking of your visits to our website.

### **IP Addresses**

The Web server automatically collects the Internet Protocol (IP) address of the computers that access our site. An IP address is a number that is assigned to your computer and parts of your network when you access the Internet. It is not truly personally identifiable information because many different individuals can access the Internet via the same IP address. We use this information in aggregate form to understand how our site or advertisements from URM C are being used and how we can better serve visitors. This information also provides us with the visitor's Internet Service Provider and geographic location of the visitor's point of connectivity.

### **Cookies and Tracking Technology**

We collect information about visitors to our site using "first party cookies," which are alphanumeric identifiers that we transfer to your computer's hard drive through your web browser. Cookies are never associated with specific personal identities. First party cookies are distinct from third party cookies in that they are created and directly served by the company hosting the website.

We use two types of "cookies" on this site:

- We use persistent cookies to recognize a repeat visitor, enabling us the opportunity to offer the visitor a set of services or information requested in a previous visit.
- We use session cookies to track a visitor's path through our site during a visit, to help us understand how people use our site.

You can delete our cookies at any time. The "help" section, located on the toolbar of most browsers, will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie or how to disable cookies altogether. Since cookies allow you to take full advantage of some of our website's best features, we recommend that you leave them turned on.

### **Interest-based Marketing (Remarketing)**

The site uses Google AdWords remarketing service to advertise URMCM services to previous visitors to our site. For example, if a visitor partially completed a registration form for a presentation then an advertisement, directed to the visitor, may appear on subsequent websites. Using remarketing you may also see an advertisement on Google search results page, or a site in the Google Display Network. Third-party vendors, including Google, use cookies to serve ads based on someone's past visits to the [www.urmc.rochester.edu](http://www.urmc.rochester.edu) website. Any data collected will be used in accordance with our privacy policy and Google's privacy policy. You can opt out of interest-based advertising by using cookie settings or permanently using a browser plugin.

The site's interest-based advertising does not collect personally identifiable information, such as email addresses and telephone numbers.

## **Outbound Linking (linking to other sites)**

The site contains links to other sites operated by third parties which are available for your convenience. These links are intended only to enable access to these Third Party Sites and for no other purpose. The site only permits external linking to authoritative resources, such as professional medical associations, some medically related government sites, and select patient support groups. URMCM reserves the right to deny external linking requests. If you find that a link is no longer functioning or appears to have content that is inappropriate, please report it to us.

URMCM does not warrant or make any representation about the substance, quality, functionality, accuracy, merchantability or any other representation about any Third Party Site or its content. A link to a Third Party Site on the URMCM site does not constitute sponsorship, endorsement, approval or responsibility for any Third Party Site. URMCM makes no representation or warranty as to any products or services offered on any Third Party Site. The conditions of use and privacy policy of any Third Party Site may differ substantially from the conditions of use and legal notices that apply to your use of the URMCM site. For more information about the terms and conditions that apply to your use of Third Party Sites please review their conditions of use.

## **Analytics**

The website uses Web analytics software to track visitor activity and to better understand how the website can be improved. The website does not allow any third party to track or collect personally identifiable information from users. If personally identifiable data is collected, (see the [Protected Health Information](#) section) none of that data will be associated with any other data gathered during the use of this website.

We may provide third parties with aggregate statistics about our visitors, traffic patterns and related site information. These data reflect site-usage patterns gathered during visits to our website, but they do not contain behavioral or identifying information about any individual user unless that user has given us permission to share that information.

## **Accuracy and Integrity of Information**

URMC makes no representation or warranty of the accuracy, reliability, or completeness of the information. It is possible that the website could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to this website by third parties. Content, prices, and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and URMC reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions. In the event that an inaccuracy arises, please inform URMC so that it may be corrected.

## **Trademarks**

All trademarks, service marks, and logos or copyrights displayed and used in this site are the property of their respective owners. Nothing in this site should be construed as granting any right or license to use any Trademark without the written permission of its owner.

## **Copyrights**

All material on this website, and the files associated with it, are copyrighted by the Trustees of the University of Rochester as owner and operator of the University of Rochester or by its Affiliates or the original creator of that material. It is protected by the copyright laws of the United States of America and under treaties with other nations. You may not download, copy, reproduce, redistribute, republish, publicly display, post, or transmit material on this website unless expressly permitted, and then only the designated material. URMC in no way represents or warrants that your use of materials displayed on this website does not infringe the rights of third parties.

## **Advertising and Publicity**

You do not have permission to use URMC's name or logo in any form of publicity or promotional or advertising material, or in any communications with the media without URMC's prior written consent to the specific contemplated use. URMC does not endorse, recommend or approve the commercial products and services displayed on this website.

## **Disclaimers**

You understand and agree that URMC and any services, content or information contained on or provided by URMC website is provided on an "as is" basis. URMC does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or no infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the service or any merchandise, information or service provided through the service. In addition, URMC does not guarantee that use of the URMC site will be free from technological difficulties including, but not limited to, unavailability of information, downtime, service disruptions, viruses or malware, and you understand that you are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output.



## **Limitations of Liability**

The use of the site is entirely at your own risk, and in no event will URMC be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or any other monetary or other damages, fees, fines penalties, or liabilities arising out of or relating in any way to this service, or sites accessed through this service, and/or content or information provided herein. Your sole and exclusive remedy for dissatisfaction with the service is to stop using the service. You hereby acknowledge that this paragraph will apply to all content, merchandise and services available through the site. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## **Policy Changes or Updates**

We reserve the right to change the provisions of this Privacy Statement at any time, by posting a revised version on the website. You should read and fully understand this notice before using this website for the first time. Any modifications made to this statement will be effective immediately upon posting on the website. Your use of the website following the posting of such changes or revised privacy policy will constitute your acceptance of any such changes. Anytime changes are made, we will date the revision at the top of this privacy policy for your reference, and you should plan to review this notice for relevant changes accordingly.

## **Indemnification**

You agree that you will indemnify URMC against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorney's fees and costs) arising out of a claim by a third party relating to materials you have posted or other actions taken by you on the site.

## **Contact Information**

University of Rochester Medical Center  
Webmaster  
211 Bailey Road  
West Henrietta, NY 14586  
[Website feedback form](#)