

# Passy-Muir® Website Privacy Policy

## Introduction

- 1) This Privacy Policy (“Policy”) explains how Passy-Muir, Inc. (“Passy-Muir”, “we”, “us”, or “our”) collects, uses, discloses, and safeguards personal information of individuals (“you” or “users”) who visit our website at <https://www.passy-muir.com/> (the “Website”) or use our related products and services (collectively, the “Services”).
- 2) This Policy applies to all personal information we collect through the Website and Services. By accessing or using the Website or Services, you agree to the terms of this Policy and our [Terms of Use](#).
- 3) We are committed to protecting your privacy and ensuring the security of your personal information. This Policy is designed to provide transparency about our data practices and to comply with applicable privacy laws and regulations including, but not limited to, the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA).

## Personal Information We Collect

- 1) We collect the following categories of personal information from users of our Website and Services:
  - a) Identification and Contact Information: This includes your name, email address, mailing address, phone number, and other similar contact data that you provide when you register for an account, communicate with us, or use our Services.
  - b) Usage Information: We automatically collect data about your interactions with the Website and Services, including your IP address, browser type, operating system, device information, the pages you view, the links you click, and the searches you conduct.
  - c) Payment Information: If you choose to purchase products or services from us, we will collect your payment card information, billing address, and other financial data necessary to process your transaction.
  - d) Sensitive Information: We may collect certain sensitive personal information, such as information about your health conditions or disabilities, if you voluntarily provide it to us in connection with your use of the Services. We will only collect and use such information with your explicit consent and in accordance with applicable laws.
  - e) Communication Data: We collect and store communications between you and Passy-Muir, including customer support inquiries, feedback, and other correspondence.
  - f) Marketing and Communications Preferences: We collect information about your preferences for receiving marketing communications from us and our third-party partners.
  - g) Continuing Education: Our continuing education courses require that you provide Passy-Muir with personal information including, but not limited to, your first and last name, mailing address, email address, and telephone number. We also request that you complete a short survey about the education we provided.

- h) TRACHTOOLS™: We do not collect the personal information of our TRACHTOOLS App users. We do monitor the number of downloads and the number of uses of the App, on an anonymous basis. If you visit this website through our TRACHTOOLS App, this Privacy Policy will apply.

### How We Use Your Personal Information

- 1) We may use the personal information we collect for the following purposes:
  - a) To provide, maintain, and improve our Website and Services, including to process transactions, fulfill orders, and provide customer support;
  - b) To authenticate your identity when you sign in to your account and provide the Services you request;
  - c) To respond to your inquiries, comments, or concerns, and communicate with you about your use of the Website and Services;
  - d) To send you important information regarding the Website and Services, such as changes to our terms, conditions, and policies;
  - e) To send you marketing communications, offers, and other promotional materials that may be of interest to you, subject to your right to opt-out of such communications;
  - f) To analyze how users interact with the Website and Services, improve their performance, and enhance your user experience;
  - g) To detect, investigate, and prevent fraudulent transactions, unauthorized access to our Services, and other illegal activities;
  - h) To comply with our legal obligations, resolve disputes, and enforce our agreements.
  - i) To aggregate and anonymize data for analytical and statistical purposes;
  - j) For any other purpose disclosed to you at the time we collect your information or with your consent;
  - k) To provide you with information about further educational opportunities or product offerings; or
  - l) If you participate in our continuing education courses for approved CEU credit, your identity, contact information, and confirmation of information relating to your completed courses may be supplied to: (i) the agency authorizing us to provide the continuing education credits to you (such as ASHA, AARC or California Board of Registered Nursing), or (ii) a government licensing agency when we have a legal obligation to do so. The contact addresses of ASHA, AARC, and the Board of Registered Nursing are provided below. If you do not provide some of the requested personal information, you will not be able to receive continuing education credit and may not be able to view the online courses.

American Association for Respiratory Care (AARC)  
9425 N. MacArthur Blvd, Suite 100  
Irving TX 75063-4706 USA  
Phone: (972) 243-2272  
Fax: (972) 484-2720  
Email: [info@AARC.org](mailto:info@AARC.org)

American Speech-Language-Hearing Association (ASHA)  
National Office  
2200 Research Boulevard  
Rockville, MD 20850-3289 USA  
Members: (800) 498-2071  
Non-Member: (800) 638-8255  
Email: [concerns@ASHA.org](mailto:concerns@ASHA.org)

California Board of Registered Nursing  
1747 N. Market Blvd., Suite 150  
Sacramento, CA 95834-1924  
Phone: (916) 322-3350

### **Disclosure of Personal Information**

- 1) We may disclose your personal information to the following categories of third parties:
  - a) Service Providers: We share your information with third-party service providers that perform services on our behalf, such as payment processors, web hosting providers, customer support services, email delivery services, and analytics providers. These service providers are contractually obligated to use your personal information only as necessary to provide services to us and are prohibited from using or disclosing your information for their own purposes.
  - b) Affiliates: We may share your information with our corporate affiliates, subsidiaries, and related companies for purposes consistent with this Policy.
  - c) Legal Compliance: We may disclose your information to government authorities, law enforcement agencies, and other third parties as required by applicable laws and regulations, such as to comply with a subpoena, court order, or other legal process.
  - d) Merger or Acquisition: If we are involved in a merger, acquisition, financing, or sale of all or a portion of our assets, we may disclose your information to the prospective buyer or other third party as part of the transaction. We will provide notice before your personal information becomes subject to a different privacy policy.
  - e) With Your Consent: We may disclose your personal information to any other third party with your prior explicit consent.
  - f) We do not sell your personal information to third parties for their own marketing purposes.
- 2) Continuing Education Credit Disclosures to ASHA, AARC or California Board of Registered Nursing, or other accreditation or licensing agency: If you participate in our continuing education courses for approved CEU credit, your identity, contact information, and confirmation of information relating to your completed courses may be supplied to: (i) the agency authorizing us to provide the continuing education credits to you (such as ASHA, AARC or California Board of Registered Nursing), or (ii) a government licensing agency when we have a legal obligation to do so. The contact addresses of ASHA, AARC and the California Board of Registered Nursing are provided above. If you are seeking credits from another licensing agency, you consent to our disclosure to that licensing

agency. If you do not provide some of the requested personal information, you will not be able to receive continuing education credit and may not be able to view the online courses.

### Data Security Measures

- 1) We implement and maintain reasonable security measures to protect your personal information from unauthorized access, disclosure, alteration, and destruction. These measures include, but are not limited to:
  - a) Encryption: We use industry-standard encryption technologies to protect sensitive information transmitted to and from our Website and Services;
  - b) Access Controls: We restrict access to personal information to authorized employees, contractors, and service providers who need to know that information in order to operate, develop, or improve our Services;
  - c) Secure Data Storage: We store personal information on secure servers that are protected by firewalls and other advanced security systems;
  - d) Regular Security Audits: We conduct regular security assessments and penetration tests to identify and address potential vulnerabilities;
  - e) Employee Training: We provide data privacy and security training to our employees and require them to comply with our internal data protection policies; and
  - f) Incident Response Plan: We maintain and regularly update an incident response plan to address any potential data breaches or security incidents promptly and effectively.
- 2) While we strive to protect your personal information, please note that no method of transmission over the Internet or method of electronic storage is 100% secure. We cannot guarantee the absolute security of your personal information.

### Your Privacy Rights

- 1) Depending on your location and applicable privacy laws, you may have certain rights regarding the personal information we collect about you. These rights may include:
  - a) Right to Access: You have the right to request information about the personal information we have collected about you and how it has been used and shared;
  - b) Right to Correction: You have the right to request that we correct any inaccurate or incomplete personal information we hold about you;
  - c) Right to Deletion: You have the right to request the deletion of your personal information, subject to certain exceptions;
  - d) Right to Data Portability: You have the right to receive a copy of your personal information in a structured, machine-readable format and to transmit that information to another controller;
  - e) Right to Opt-Out: You have the right to opt-out of the sale of your personal information (if applicable) and to opt-out of certain types of data processing, such as targeted advertising; or
  - f) Right to Non-Discrimination: We will not discriminate against you for exercising any of your privacy rights.

- 2) To exercise these rights, please contact us using the information provided in the “How to Contact Us” section below. We will respond to your request within the timeframe required by applicable law.
- 3) We may need to verify your identity before processing your request. In some cases, we may require additional information to verify your identity or to locate your personal information in our systems.

### Children’s Privacy

- 1) Our Internet website does not provide services or products to children under the age of 18. If you are under the age of 18, you may use this website only with the involvement of a parent or guardian. Some of the information contained on this website relates to tracheostomies, and related medical procedures, and may be considered graphic or inappropriate for minors. We request that clinicians, parents, and guardians privately view a webpage prior to allowing children to view the page. If we learn that we have obtained information from a person less than the age of 18, we will delete such information.

### International Data Transfers

- 1) Your personal information may be transferred to, stored, and processed in countries other than the country in which you reside. These countries may have data protection laws that are different from the laws of your country.
- 2) By using our Website and Services, you consent to the transfer of your personal information to countries outside your country of residence, including the United States, where we are headquartered.
- 3) When we transfer your personal information internationally, we will take appropriate safeguards to ensure that your personal information receives an adequate level of protection in the countries to which it is transferred.

### Changes to this Privacy Policy

- 1) We may update this Privacy Policy from time to time to reflect changes in our data practices or applicable laws and regulations. We will notify you of any material changes by posting the new Privacy Policy on the Website and updating the “Effective Date” noted on this Policy.
- 2) We encourage you to review this Policy periodically to stay informed about our data practices. Your continued use of the Website and Services after any changes to this Policy constitutes your acceptance of the updated Policy.

### How to Contact Us

- 1) If you have any questions, concerns, or requests regarding this Privacy Policy or our privacy practices, please contact us at:

Passy-Muir, Inc.  
17992 Mitchell South, Ste 200  
Irvine, CA, 92614 USA  
Phone: (949) 833- 8255  
Email: [privacyadministrator@PassyMuir.com](mailto:privacyadministrator@PassyMuir.com)

- 2) For privacy-related inquiries or to exercise your privacy rights, you may also contact our Data Protection Officer at [privacyadministrator@PassyMuir.com](mailto:privacyadministrator@PassyMuir.com).

### Limitation of Liability

- 1) To the maximum extent permitted by applicable law, Passy-Muir shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from:
  - a) Your access to or use of or inability to access or use the Website or Services;
  - b) Any unauthorized access to or use of our secure servers and/or any personal information stored therein;
  - c) Any interruption or cessation of transmission to or from the Website or Services; or
  - d) Any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Website or Services by any third party.

### Indemnification

- 1) You agree to indemnify, defend, and hold harmless Passy-Muir, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including, but not limited to, attorney's fees) arising from:
  - a) Your use of and access to the Website and Services;
  - b) Your violation of any term of this Privacy Policy or our Terms of Use;
  - c) Your violation of any third-party right, including without limitation any copyright, property, or privacy right; and
  - d) Any claim that your use of the Website or Services has caused damage to a third party.

### Governing Law and Jurisdiction

- 1) This Privacy Policy shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.
- 2) Any dispute arising out of or relating to this Privacy Policy or your use of the Website or Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Orange County, California.

### Severability

- 1) If any provision of this Privacy Policy is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Privacy Policy shall otherwise remain in full force and effect, and enforceable.

### Entire Agreement

- 1) This Privacy Policy, together with our Terms of Use, constitutes the entire agreement between you and Passy-Muir regarding the use of the Website and Services and supersedes any prior agreements between you and Passy-Muir relating to your use of the Website or Services.

By using the Passy-Muir Website and Services, you acknowledge that you have read and understood this Privacy Policy and agree to be bound by its terms and conditions.

Effective Date: JUNE 30, 2025

Reviewed: JUNE 30, 2025