

## **Last Updated: February 15, 2021**

This Privacy Notice describes the practices of the National Council for Prescription Drug Programs (“NCPDP,” “we” or “us”) in connection with information collected through <https://accessonline.ncdpd.org> (the “Site”). By using the Site, you agree to the terms of this Privacy Notice. If you have any questions or concerns about this Privacy Notice, or about the way your information is collected and used, please email us at [privacy@ncdpd.org](mailto:privacy@ncdpd.org).

## **Changes to this Policy**

We may change this Privacy Notice from time to time at our discretion. The “**Last Updated**” legend at the top of this page indicates when this Privacy Notice was last revised. Any changes will become effective when we post the revised Privacy Notice on the Site. Your use of the Site following these changes means that you accept the revised Privacy Notice.

## **Who May Use the Site**

The Site is not directed to users under the age of 18. We do not knowingly collect personal information online from any person we know to be under the age of 18 and instruct users under 18 not to send us any information to or through the Site.

The Site is designed for users from the United States and its territories, and is controlled and operated by us from the United States. By using the Site, you consent to the transfer of your information to the United States, which may have different data protection rules than those of your country.

## **We Collect Your Personal Information**

We want you to understand how personal information you provide to us is collected. NCPDP collects personal information from users of the Site. Personal information is any information that we can use to identify, locate, or contact you. We may collect and store your personal information when you provide it to us or to our service providers. Some examples of the how and when we collect it include:

- when you register for accounts on our Site
- when you indicate that you are interested in receiving information about our products or services, such as e-mail alerts, newsletters, and other notifications
- when you update or change information you previously submitted
- when you interact with NCPDP (e.g. contact us via email, phone or other mediums of communication and provide us with information)
- when you interact with the Site and other online services (e.g. how you use the Site, search terms, pages you visit, computer information and push notification services you request , general location information from your browser or device, which we use for internal purposes only.

NCPDP securely collects date of birth and Social Security Number in accordance with the CMS 455 regulation (CFR Title 42 Chapter IV Subchapter C part 455 Subpart B) for all NCPDP Provider ID numbers with the exception of Non Pharmacy Dispensing Sites (NPDS). NCPDP does not collect date of birth or Social Security Number for NPDS.

**If you choose not to provide your personal information to us, we may not be able to provide you with requested services or information.**

In order to provide you with a NCPDP Provider ID number, we must receive your personal information. If you do not wish to provide personal information and to agree to the terms and provisions of this Privacy Notice, do not submit your personal information.

### **Submitting personal information of other people.**

If you submit any personal information relating to other people in connection with the Site, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Notice.

### **Use and Disclosure of Personal Information**

*NCPDP Provider ID.* We use your personal information to assign NCPDP Provider ID numbers, process changes of ownership, and manage relationships and other pharmacy information. This data is collected and maintained by us, as well as disclosed to and utilized by the industry for many purposes including but not limited to, claims processing, remittance functions, drug and safety recall notification and marketing of goods and services. We may also use your information to send marketing communications and administrative information to you

*Site Experience.* We may use personal information to personalize your experience on the Site, including for our business purposes, such as data analysis, audits, fraud monitoring and prevention, developing our Site and new products and services, determining the effectiveness of our promotional campaigns, and operating and expanding our business activities.

*Database.* We also use the information you provide to maintain a comprehensive database of providers who have used the Site to obtain a NCPDP Provider ID. The databases, currently marketed by NCPDP as “dataQ” and “resQ” contains all of the information submitted by providers about themselves and the pharmacies with which they are associated, as owners or otherwise. The data maintained by NCPDP is not made public. However, NCPDP does sell licenses to the databases to Members of NCPDP. Licensees are contractually obligated to protect the data and to utilize the database for business practices related to your relationship with such third party. Licensees may use information in the database to contact you to solicit your interest in using their goods or services. By submitting your information you acknowledge and consent to Licensees contacting you for marketing purposes.

*Service Providers.* We may disclose personal information to our service providers, who provide services such as website hosting, data analysis, payment processing, order fulfillment, information technology and related infrastructure provision, customer service, email delivery, auditing, and other services.

*Legally Required or Requested.* If we are requested by law enforcement officials or judicial authorities to provide personal information, we may do so. In matters involving claims of personal or public safety or in litigation where the information is pertinent (including to allow us to pursue available remedies or limit the damages that we may sustain), we may use or disclose personal information, including without court process. We may also use or disclose personal

information to enforce our terms and conditions, to protect our operations or those of any of our affiliates, or to protect our rights, privacy, safety or property and/or that of our affiliates, you, or others.

We may use and disclose personal information to investigate security breaches or otherwise cooperate with authorities pursuant to a legal matter.

We may use and disclose information that does not personally identify you (including the information described under **“Cookies and Other Technologies,”** below) for any purpose, except to the extent limited by applicable law. If we are required to treat such information as personal information under applicable law, then we may use it for all the purposes for which we use and disclose personal information.

## **Links**

The Site may contain links to, or otherwise make available, third-party websites, services, or other resources not operated by us or on our behalf (**“Third Party Services”**). These links are provided as a convenience only and do not constitute an affiliation with, endorsement or sponsorship of the Third Party Services. Any information you provide to such third parties is not subject to the terms of this Privacy Notice, and we are not responsible for the privacy or security of the information you provide to them or their handling of your information. We recommend that you review the privacy policy of any third party to whom you provide personal information online.

## **Information from Other Sources**

We may collect data about you from publicly available sources to provide our services to you or our business partners. We may also obtain data provided by third parties. For example, we may obtain information from state licensing agencies to improve the accuracy of the information we have about you.

## **Security**

We seek to use reasonable safeguards to protect personal information within our organization. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure, please immediately contact us in accordance with the **“Contact Information”** section below.

You are responsible for maintaining the confidentiality of your Services access information and password and for restricting access to your device(s), and you agree to accept responsibility for all activities that occur under your password.

## **Cookies and Other Technologies**

Like many other websites and online services, we collect information about Site traffic and usage patterns through the use of cookies, Web server logs, and other, similar technologies. We use this information for various purposes, such as to ensure that the Site functions properly, to facilitate navigation, to personalize your experience, to understand use of the Site, to diagnose problems, and to otherwise administer the Site.

Cookies are small computer files we transfer to your computer's hard drive. These small text files help us personalize content on our pages. Your browser software can be set to reject or accept cookies. Instructions for resetting the browser are available in the Help section of most browsers.

Our use of cookies also allows us to collect and retain certain information about a website user, such as the type of Web browser used by our customer. Reviewing our Web server logs and our customers' use of our site helps us to, among other purposes, statistically monitor how many people are using the Site and for what purpose.

Your IP address is a number that is automatically assigned to the computer that you are using by your Internet Service Provider. An IP address may be identified and logged automatically in our server log files whenever a user accesses the Site, along with the time of the visit and the page(s) that were visited. Collecting IP addresses is standard practice and is done automatically by many websites, applications and other services. We use IP addresses for purposes such as calculating usage levels of the Site, helping diagnose server problems, and administering the Site.

### **Your Responsibility**

By establishing an account through the Site, you agree that it is your responsibility to:

- Authorize, monitor, and control access to and use of your account, User ID and password.
- Promptly inform us of any need to deactivate a password or an account by emailing us at [pharmacyhelp@ncpdp.org](mailto:pharmacyhelp@ncpdp.org).

### **Contact Information**

If you have any questions or concerns about this statement, or about the way your information is collected and used, please email us at [privacy@ncpdp.org](mailto:privacy@ncpdp.org).