



ClinicDr PROVIDER APP

TERMS OF SERVICE AND PRIVACY POLICY

Effective Date 5/8/2019

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WARNING- Smart phone, tablet technologies and their apps and data are inherently open to the device manufacturer, telephone provider, operating system designers, application creators and other third parties. You can restrict some access by your selection of: the device you use, using certain settings on the device, the apps you download, the settings of those apps, following security protocols, personal login practices and other technologies and practices. However, you cannot make your device and this app completely HIPAA secure. By using this app, you consent to allowing ClinicDr to share your clinic's patient's Protected Health Information (defined below) with others as outlined in this Privacy Policy and use your patient's Protected Health Information (PHI) for commercial purposes. If you do not have HIPAA consent from each patient to the disclosure of HIPAA PHI and its usage for commercial purposes, do not use this app and immediately delete it from your device.

This Provider App, the Patient App, the ClinicDr Website and Client Services Privacy Policy ("Terms of Service & Privacy Policy") covers "Personal Information" collected by ClinicDr from clients, third parties at the direction of users, and client systems as well as through the operation of websites, mobile applications, and software by ClinicDr Inc. and its affiliates and subsidiaries ("ClinicDr," "we," and "us"), including ClinicDr (collectively "ClinicDr Service"). The Terms of Service & Privacy Policy describes how ClinicDr collects, uses, and discloses "Personal Information."

"Personal Information" means information that alone or when in combination with other information may be used to readily identify, contact, or locate the patient, such as: name, address, email address, phone number, social security number, and insurance- issued ID numbers. "Personal Information" also includes "Protected Health Information" (PHI), identifiable health information collected about you. We do not consider PHI to include information that has been anonymized so that it does not allow a third party to easily identify a specific individual.

Downloading this ClinicDr Provider App discloses Personal Information and PHI to others and allows others to use this information commercially. Smartphones and tablets are specifically designed to share information about you to others. Smartphones and tablets are also incredibly convenient and efficient in helping you engage directly with a patient. Greater health can be achieved through more convenient engagement. You certify patient consent to the disclosure of Personal Information and PHI by downloading and using this Provider App and patient downloading and using the Patient App. You also consent to the commercial usage of your patient's Personal Information and PHI. If you do not consent to the disclosure of the patient's Personal Information, PHI and its commercial usage, do not download this App or use this App. If you are already using this App and wish to withdraw consent to disclose Personal information, PHI and its commercial usage, be sure to delete this App from your smartphone or tablet. You can somewhat limit the disclosure of Personal Information, PHI and its commercial usage when using this App by the settings on your device, the choice of device and following privacy protocols:

- a. **AUTO-LOCK.** Configure the auto-lock screen to appear after a brief time of inactivity has passed.
- b. **REMOTE WIPE.** Set the remote wipe feature so it can be activated if the wireless device is lost.
- c. **WI-FI CONNECTION.** Enable Wi-Fi network security (WPA-2). Mobile devices that use public Wi-Fi or unsecured cellular networks to send and receive information risk exposing PHI. Unless mobile device users connect to a secure website to transmit data, or connect using a VPN ("virtual private networking") which encrypts data to and from the mobile device, there is a risk PHI could be compromised.
- d. **PASSWORDS.** Create a complex password on the device with a combination of uppercase and lowercase letters, symbols, and numbers.
- e. **ENCRYPTION.** Many mobile devices can be encryption-enabled. Encrypt your device.

- f. Do Not share your device and App passwords with others
- g. Turning off listening and speech to text capabilities of your device
- h. Turn off cookies
- i. Restrict images and videos
- j. Modifying access between Apps and your device
- k. Turn off GPS capabilities
- l. Only use an email or send emails that you know, go from and to HIPAA secure servers

About ClinicDr

ClinicDr provides patients and health service providers with the ClinicDr Service to manage appointments, personal health records, communications, billing and other related activities. Other than information gathered through our website at www.ClinicDr.com, ClinicDr acts as a service provider for health service providers and does not own or control the information that is submitted to us through the ClinicDr Service. The information that is submitted through the ClinicDr Service will be held subject to the requirements specified by our health service provider clients and applicable law, such as the Health Insurance Portability and Accountability Act (HIPAA).

This Terms of Service & Privacy Policy does not reflect the privacy practices of ClinicDr's health service provider clients and ClinicDr is not responsible for our clients' privacy policies or practices. ClinicDr does not review, comment upon, or monitor our health service provider clients' privacy policies or their compliance with their respective privacy policies, nor does ClinicDr review our client's instructions to determine whether they are in compliance or conflict with the terms of a client's published privacy policy or applicable law.

Collection of personal information

We may collect information, including Personal Information, about you:

- a. when you use the ClinicDr Service such as your email address, physical address, medical practice or hospital affiliation;
- b. from your patients through the Patient App such as their diagnosis, recommended treatment, drug prescriptions and other general health information;
- c. from third parties when you direct us to gather information from them such as health insurance information;
- d. when you communicate with us; and
- e. Payment information.

We also collect information, such as anonymous usage statistics, by using cookies, server logs, and other similar technology as you use the ClinicDr Service.

The ClinicDr Website. You may visit the websites of ClinicDr without revealing any Personal Information. However, in some instances, ClinicDr may require certain Personal Information, such as business contact information, so we can respond to your inquiries or provide you with requested information.

The ClinicDr Service. The ClinicDr Service may collect information, including Personal Information and PHI, about your patients in three ways: (1) from your patient directly on the Patient App, (2) from you and your clinic, or (3) from a third party as directed by you and your clinic.

Directly from Users. There are several ways you can submit data to the ClinicDr Service. For example, you can:

- a. type information into the ClinicDr Service (examples: registering, updating your profile, sending a message to your patients, scheduling an appointment, etc...);
- b. upload an image, a document, or any other data; or
- c. when you provide feedback regarding patients to help ClinicDr improve its operations. You should exercise care in selecting the information that you share in a survey or feedback communication.

Making Payments. When you make payments through the ClinicDr Service, you may need to provide financial account information, such as your credit card number, to our third-party service providers.

Customer Support. We may collect Personal Information and PHI through your communications with our customer-support team.

Cookies, Automatic Data Collection, and Related Technologies. ClinicDr and our third-party partners, such as analytics service providers, may automatically receive and record certain non-Personal Information from users using cookies, web beacons, server logs and other similar tools. For example, ClinicDr may collect information about how you visit and navigate through the ClinicDr Service, when you click on a link or open a web page, use certain elements of the ClinicDr Service, or open an email sent by ClinicDr. ClinicDr may use this information to provide certain functionality, improve the tools and services, and

monitor the use of the tools and services. For example, we use these tools to save user preferences, preserve session settings and activity, help authenticate users, allow users to auto-fill sign-in pages of websites they frequently visit, and debug and evaluate the performance of the ClinicDr Service. Our partners also may collect such information about yours and your patient's online activities over time and on other websites or apps. You may be able to change browser settings to block and delete cookies when you access the ClinicDr Service through a web browser. However, if you do that, the ClinicDr Service may not work properly.

Use of personal information

We use yours and your patient's Personal Information to:

- a. facilitate and improve our services,
- b. as permitted by our agreements with health service providers and applicable law; and
- c. communicate with you and your patients.

We may use anonymized and aggregate information for business purpose.

Internal and Service-Related Usage. We use information, including Personal Information, for internal and service-related purposes and may provide it to third parties to allow us to facilitate the ClinicDr Service. We may use and retain any data we collect to provide and improve our services.

For example, we may use yours and your patient's Personal Information for the following purposes:

- a. maintaining and operating the ClinicDr Service (this may include registering you, processing payments, or providing you with customer support);
- b. making announcements about features, terms, policies, or other aspects of the ClinicDr Service;
- c. responding to questions and communications, which we retain in the ordinary course of business; and
- d. protecting the ClinicDr Service, the information it protects, the rights of third parties and in response to legal process (more fully discussed below).

Consents and Authorizations. ClinicDr may request your consent or authorization in connection with the use or sharing of Personal Information about you. In some instances, this will be because this Privacy Policy or applicable law or regulations require us to obtain such consent. In other instances, such consent will be for informational purposes. Any request to obtain your consent does not narrow the scope of this Privacy Policy. By using the ClinicDr Service, you accept and agree to ClinicDr's information handling practices in the manner described.

Surveys and Ratings. The content of feedback you provide to ClinicDr is presumed public. ClinicDr will let you know in advance how it will use survey or rating feedback in any such request for such information.

Protect the ClinicDr Service and data it stores. We may use the information collected through the ClinicDr Service to investigate potential or suspected threats to the ClinicDr Service or to the confidentiality, integrity or availability of the information ClinicDr stores and maintains.

Communications. We may send email to the email address you provide to us to verify your account and for informational and operational purposes, such as account management, customer service, or system maintenance. We may also send you marketing chats, texts and emails if you request more information about our products and services. Emails are often transactional or relationship messages, such as appointment requests, reminders and cancellations and other notifications. You may opt out of these messages by deleting the app. Text messaging can be opted out of by responding with a text that reads "STOP." If you opt-in to receiving marketing announcements from ClinicDr, we will allow you to opt-out of receiving those announcements.

Anonymized and Aggregate Data. We may anonymize and aggregate any data collected through the ClinicDr Service, and use it for business purposes. For example, we may use such data for evaluating and profiling the performance of the ClinicDr Service, including analyzing usage trends and patterns and measuring the effectiveness of content, features, or services.

Information sharing and disclosure

We may share yours and your patient's information:

- a. with our third-party vendors and service providers;
- b. with your clinic/clinic staff and, at your direction, to others;
- c. to comply with legal obligations;
- d. to protect and defend our rights and property; and
- e. with your permission.

We Use Vendors and Service Providers. We may share any information we receive with vendors and service providers

retained in connection with the provision of the ClinicDr Service. When protected health information is shared, such vendors and service providers will be bound by appropriate confidentiality and security obligations which include business associate contract obligations as required by HIPAA.

Displaying or Disclosing to Others. The content you provide to the ClinicDr Service may be displayed on the ClinicDr Service or disclosed to others at your direction. Your clinic (including staff) will have access to yours and your patient's account information, including yours and your patient's Personal Information. However, your clinic will not have access to any payment information, such as your or your patient's credit card number, through the ClinicDr Service. Your clinic may: (i) receive and store yours and your patient's account information; (ii) change your patient's password; (iii) restrict your patient's ability to submit, delete or edit information; (iv) suspend or terminate yours or your patient's account access or (v) access or retain any information you provide or otherwise store as part of your account for any purposes required or permitted under applicable law. We are not responsible for the privacy practices of the others who will view and use the information you disclose to others.

Marketing. We do not rent, sell, or share Personal Information about you with other people or non-affiliated companies for their direct marketing purposes, unless we have your permission.

As Required By Law and Similar Disclosures. We may access, preserve, and disclose collected information, if we believe doing so is required or appropriate to: comply with law enforcement requests and legal process, such as a court order or subpoena; respond to your requests; or protect your, our, or others' rights, property, or safety.

Merger, Sale, or Other Asset Transfers. If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, sale of company assets, or transition of service to another provider, yours and your patient's information may be sold or transferred as part of such a transaction as permitted by law and/or contract. We cannot control how such entities may use or disclose such information.

With Your Permission. We may also disclose your Personal Information with your permission.

Information retention

ClinicDr's collection, use, and disclosure of information are generally governed by service agreements with our health service provider clients. Information maintained to provide these services to our business clients is retained only for as long as we have a valid business purpose and in accordance with applicable law. We may retain information in order to resolve disputes and enforce our agreements and other authorized uses under this Privacy Policy.

Account Deactivation. If you desire to deactivate your account, delete this Provider App.

HIPAA Retention Certain users, such as your clinic, may be required under HIPAA and other applicable laws to retain information about Providers for extended periods of time. ClinicDr will continue to retain such information on their behalf.

ClinicDr indefinitely stores non-personal information, as well as any feedback you provide us. Non-Personal Information means and includes any information that does not reveal your specific identity, such as, browser information, information collected through Cookies (as defined below), pixel tags and other technologies, demographic information, crash reports, system activity, device state information etc. As is true with most websites and mobile applications, ClinicDr gathers some information automatically when you visit the Platform. When you use the Platform, we may collect certain information about your computer or mobile to facilitate, evaluate and verify your use of the Platform. For example, we may store environmental variables, such as browser type, operating system, speed of the central processing unit (CPU), referring or exit web pages, click patterns and the internet protocol (IP) address of your computer. This information is generally collected in aggregate form, without identifying any user individually. (The Personal Data, Sensitive Personal Information, Technical Information, Locational Information, and Non-Personal Information are collectively referred to as "Information". ClinicDr uses "cookie" technology and similar technology to gather non-personal information from our website visitors such as which pages are used and how often they are used, and to enable certain features on this website. Non-Personal Information means any information, data or content in any format or media, which is anonymous and/or does not personally identify You and/or reveal Your specific identity as an individual, and/or cannot be attributed to You, in whatever form is collected and/or received in as a result of Your Use of the Website, including without limitation information about your mobile device (such as the cellular device's model), IP address, general location (not Your specific address), browser type, and usage time of the Website.

Access / correction

In most cases, ClinicDr obtains and holds Personal Information on behalf of a health service provider. To request access to, correction, amendment, or deletion of this Personal Information, a Provider or end user should make the change themselves.

Security

No data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk. Once we receive your transmission, we take steps to ensure security on our systems. Please note this is not a guarantee that such information may not be accessed, disclosed,

altered, or destroyed by breach of such safeguards.

ClinicDr provides its services to health service providers and their patients, and when we process “protected health information” as defined by HIPAA on behalf of such health service providers and patients, we are acting as a “business associate” to the clinic as regulated by HIPAA. Therefore, ClinicDr must adopt and maintain appropriate physical, technical, administrative, and organizational procedures to safeguard and secure the protected health information we process. We also may not access, use, or disclose the protected health information except as permitted by health service provider clients, you, and/or applicable law. ClinicDr strives to protect the privacy of the Personal Information it processes, and to avoid inadvertent disclosure.

If ClinicDr learns of a security system’s breach, ClinicDr maintains an incident response policy that includes notifications consistent with applicable law.

By using the ClinicDr Service or providing Personal Information to us, you agree that we can communicate with you electronically regarding security, privacy, and administrative issues relating to your use of this website.

International

The ClinicDr Service is intended for use in the United States only. By using the ClinicDr Service, you will transfer data to the United States.

Access to the ClinicDr Service is administered in the United States and is intended solely for users within the United States. ClinicDr maintains information in the United States and in accordance with the laws of the United States,

By providing yours and your patient’s information you consent to any transfer and processing in accordance with this Privacy Policy.

Children

ClinicDr Service does allow persons above the age of 18 years—such as health service providers, parents and guardians—to provide, share and store personal information about others, including minors and children. Any user providing, storing or submitting information on behalf of a child assumes full responsibility over the submission, use, and transmission of such information.

If you are under the age of eighteen (18) and wish to create an account with ClinicDr, your parent or legal guardian must create the account, submit your personal information, and agree to this privacy policy on your behalf. If you are under the age of 13, you may only use our services and access our Site and app with the supervision and consent of your parents or legal guardians, including the provider services. If we learn that we have collected personal information from someone under the age of 13 that was not provided with the supervision and consent of the minor’s parents or legal guardian, we will promptly delete that information. If you believe we have impermissibly collected personal information from someone under the age of 13, please contact us using the information below.

Changes and updates to Terms of Service & Privacy Policy

We may revise this Terms of Service & Privacy Policy, so review it periodically.

Posting of Revised Terms of Service & Privacy Policy. We will post any adjustments to the Terms of Service & Privacy Policy on this web page (www.ClinicDr.com), and the revised version will be effective when it is posted. If you are concerned about how yours and your patient’s information is used, bookmark this page and read this Terms of Service & Privacy Policy periodically.

New Uses of Personal Information. From time to time, we may desire to use Personal Information for uses not previously disclosed in our Terms of Service & Privacy Policy. If our practices change regarding previously collected Personal Information in a way that would be materially less restrictive than stated in the version of this Terms of Service & Privacy Policy in effect at the time we collected the information, we will make reasonable efforts to provide notice and obtain consent to any such uses as may be required by law.

Legal Notices

Clinic Doctor, Inc. and its subsidiaries and affiliates (collectively, "Company", "We", "Our" or "Us") own and operate this ClinicDr Provider App (the "Provider App").

We reserve the right to change the terms of these Legal Notices at any time without notice. We will make reasonable efforts to inform You of those changes by posting a notice on the Provider App or by sending You notice by email or regular mail. You are welcome to contact Us at support@ClinicDr.com at any time with any questions You may have about these Legal Notices,

including questions as to whether the posted policy has been changed. Unless a notification of the change in policy states otherwise, changes to this policy are effective as of the date and time posted. By using the Provider App You are agreeing to be bound by the then current version of these Legal Notices. If You do not agree with any of these Legal Notices, You should cease all use and/or access to the Provider App.

Terms and Conditions of Use

By using the Provider App, You: (a) agree to these Terms and Conditions; and (b) represent that: (i) You are 18 years of age or older or if under the age of 18 and communicating with Your medical provider through any Provider App, You are using the Provider App under the direction of a medical professional or parent/guardian, and that (ii) if You are agreeing to these Terms and Conditions on behalf of another person or any legal entity, that You are duly authorized to do so. Your use of the Provider App after any change in these Terms and Conditions constitutes Your agreement to these Terms and Conditions as modified.

a. **Your Right of Access.** If You are under any separate direct agreement with Us (generally a "License Agreement"), Your use of this Provider App may be subject to the terms and conditions of such License Agreement. However, if the License Agreement is silent as to this matter or if You are not subject to a License Agreement with Us, We hereby grant You the nonexclusive, nontransferable, royalty-free right and license to access and use the Provider App in any manner permitted under these Terms and Conditions. To the extent there is a conflict between these Terms and Conditions and the terms and conditions of any License Agreement, the terms of the License Agreement shall prevail.

What the Provider App Does and Does Not Provide. We use the Provider App to provide information, products and services to meet Your needs. Your needs evolve constantly in response to many factors, including medical science, healthcare information technology, public health and health care policy, and the regulatory environment. Accordingly, We may begin, alter, suspend, and terminate Our offering of the content, features or functions on or through the Provider App in any manner consistent with Our contractual obligations, at any time, with no notice to You. We Do Not Provide Professional Advice. Nothing appearing on the Provider App is medical, legal, accounting, tax, compliance, or other professional advice. You should not use anything obtained on or through the Provider App as a substitute for advice provided by professionals You retain.

b. **Your Contributions.** You are solely responsible for Your contributions to any online forum We may offer through or as part of the Provider App ("Your Site Participation"), such as, without limitation, responses to blog postings, bulletin board postings, and other contributions to online discussions. By submitting Your Site Participation, You: (a) represent to Us, in each instance, that You either own or that You have the right to display or transmit each and every element of Your Site Participation, and that Your submission will not violate the legal rights or interests of any person or entity; and (b) grant to Company a revocable, license to use Your Site Participation, in each instance, as a whole or in any part, for any business purpose, including without limitation, promotional, marketing and training purposes. If You have any question as to whether You have the right to make a contribution to the Provider App or You do not wish to grant Us the rights of use in Your contribution specified above, You should not make that contribution.

c. **Use of the Provider App.** Your rights to access and use the Provider App granted above are contingent upon Your compliance with each of the following:

- i. You agree to use the Provider App at all times solely as permitted under the then-current Terms and Conditions for the Provider App;
- ii. You agree to use the Provider App solely for Your internal business purposes. You agree not to access or use the Provider App for any other purpose or for any unlawful or illegal purpose. You agree not to use the Provider App in any manner that could damage, disable, overburden, or impair any Company server, or the network connected to any Company server, or interfere with any other party's use or enjoyment of the Provider App.
- iii. You agree not to defeat or evade any security or access control device or procedure used on or associated with the Provider App;
- iv. You agree not to sell, lease, traffic in, sublicense, or otherwise transfer to any person or entity, except as Your License Agreement expressly permits, either: (i) Your rights to access or use the Provider App granted hereunder; or (ii) any password, user name, or other information or device used to authorize Your access to and use of, the Provider App; or to disclose any of the foregoing to anyone other than Your employees and agents whose duties require their use;
- v. You agree not to access or use the Provider App using any automated, recursive or robotic means; additionally, in the Company's sole judgment, access or use in any other manner that interferes with the operation of the Provider App or burdens the Company's ability to provide the Provider App to You or others is prohibited;
- vi. You may not frame the content of the Provider App, nor may you incorporate the Provider App within your site. You may not link to the Provider App or any of the individual web pages contained therein without prior written permission from Us. Requests to link to the Provider App should be sent to support@ClinicDr.com.

vii. You acknowledge and agree that: (a) the Provider App is or reflects intellectual property that, as between You and Company, is owned solely and exclusively by Company. You acknowledge and agree that You may not: (i) reverse engineer, disassemble, decompile, download, copy, reproduce, prepare derivative works of, distribute, publish, perform or display any: (a) functionality, code, content, or other resource (collectively "Information Resources") used by Company to provide You with the Provider App; or (b) any Information Resource made available to You on or through the Provider App, except as agreements executed by Company in current effect otherwise provide or as otherwise permitted under these Terms and Conditions;

viii. Company hereby grants You a non-exclusive, non-transferable right and license to copy reasonably limited portions of text and to download, copy, and distribute articles, white papers, downloadable and other content displayed or otherwise made available in the public section of the Provider App, solely and exclusively for Your internal business purposes, provided that: (a) You are otherwise in compliance with these Terms and Conditions and any License Agreement You have entered into with Us; and (b) any such copy You make identifies Us as the author of that content and bears each and every legal notice that appears on the Provider App on or in association with that content, including without limitation, the copyright notice applicable to the specific content You copy. For the avoidance of doubt, this license does not pertain to any section of the Provider App which requires a login/password ("Private Site Content"). Private Site Content is governed by any one or more agreements You have entered into with Us. If you are not certain what rights you have to Private Site Content please contact Us at support@ClinicDr.com for clarification.

ix. You acknowledge and agree that nothing in these Terms and Conditions: (i) provides You with any license or rights of use in or to any portion of the Provider App or any other intellectual property of Company other than those expressly stated herein; or (ii) transfers to You any rights, title or interests in or to any intellectual property of Company;

x. You agree not to: (i) allow any person or entity acting on Your behalf or using Your System to act in any manner prohibited above; or (ii) attempt to act in any manner prohibited above. As used in these Terms and Conditions, "System" means the information technology You use, including without limitation, Your hardware, software, network and Internet connectivity, and information, individually or in any combination; and

xi. You understand and agree that any use or attempted use of the Provider App in violation of these Terms and Conditions may, without prejudice to any other claims, rights, or remedies Company may have, result in the termination of Your rights to use the Provider App.

d. **Customers and Other Contract Partners.** These Terms and Conditions do not modify any agreement between You and Company. If You have entered into one or more agreements with Us that are in effect when You use the Provider App, including without limitation, agreements that authorize You to use any Company product, You acknowledge and agree that: (a) Your use of the Provider App is governed by those agreements as well as by these Terms and Conditions. For example, and without limitation: (i) Your obligations to safeguard Company's confidential and proprietary information from unauthorized disclosure or use, as set forth in Your agreement(s) with Us, apply with respect to any and all use You may make of non-public sections of the Provider App; and (ii) Our use of the Provider App, if any, to deliver certain products, services or related Information Resources to You does not alter Our agreement with You. The terms of Your agreement that define the scope of Your permitted use of these products, services or resources, apply fully to anything we deliver to You through this site. As such, You acknowledge and agree that certain uses You may make of the Provider App in violation of these Terms and Conditions may also constitute a material breach of one or more agreements You have entered into with Company. In the case of a conflict between any executed agreement between You and Company and these Terms or Conditions or any other document, the terms of the executed agreement between You and Company shall govern the right and obligations of the parties;

e. **DISCLAIMERS. EXCEPT AS AND TO THE EXTENT THAT ANY EXECUTED AGREEMENT(S) WITH YOU AND US, IF ANY, MAY OTHERWISE EXPRESSLY PROVIDE, THE PROVIDER APP IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE." EXCEPT AS AND TO THE EXTENT THAT OUR EXECUTED AGREEMENT(S) WITH YOU, IF ANY, MAY OTHERWISE EXPRESSLY PROVIDE, COMPANY DOES NOT WARRANT THAT THE PROVIDER APP WILL PERFORM AS YOU EXPECT OR WITHOUT INTERRUPTION, THAT IT WILL MEET YOUR NEEDS, BE SECURE, THAT THE CONTENT POSTED ON TO THE SITE WILL BE CURRENT, ACCURATE, OR FREE FROM ERRORS, VIRUSES, OTHER MALICIOUS OR HARMFUL CODE, OR OTHER DEFECTS, THAT YOUR USE OF THE PROVIDER APP WILL NOT RESULT IN THE LOSS OF, OR DAMAGE TO, YOURS AND YOUR PATIENT'S INFORMATION, THAT INFORMATION YOU POST TO THE PROVIDER APP CAN OR WILL BE DISPLAYED ACCURATELY, COMPLETELY OR AT ALL, OR THAT THE PROVIDER APP WILL NOT ALTER OR DAMAGE YOUR SYSTEM. EXCEPT AS AND TO THE EXTENT THAT COMPANY'S EXECUTED AGREEMENT(S) WITH YOU, IF ANY, MAY OTHERWISE EXPRESSLY PROVIDE, COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE PROVIDER APP, ANY FUNCTIONALITY, CONTENT OR OTHER INFORMATION MADE AVAILABLE TO YOU ON OR THROUGH THE PROVIDER APP, AND INFORMATION THAT YOU CHOOSE TO POST TO THE PROVIDER APP WEB SITE, OR ANY SYSTEM YOU MAY USE TO DO SO, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT YOUR DECISION TO USE THE PROVIDER APP WITH**

RESPECT TO ANY INFORMATION IS YOUR SOLE RESPONSIBILITY AND THAT ANY AND ALL USES OF THE PROVIDER APP YOU MAY MAKE ARE, AND SHALL BE, AT YOUR SOLE RISK.

f. **LIMITATION OF LIABILITY.** EXCEPT AS AND TO THE EXTENT THAT COMPANY'S EXECUTED AGREEMENT(S) WITH YOU, IF ANY, MAY OTHERWISE EXPRESSLY PROVIDE, IN NO EVENT SHALL COMPANY OR ANY OF COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUPPLIERS OR REPRESENTATIVES BE LIABLE TO YOU OR TO ANY OF YOUR AFFILIATED PRACTICES FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST DATA OR LOST OPPORTUNITIES, IN ANY WAY RELATING TO THESE TERMS AND CONDITIONS OR RESULTING FROM ANY USE OF, OR INABILITY TO USE, THE PROVIDER APP OR ANY BREACH OF SECURITY, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF COMPANY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. YOU ACKNOWLEDGE AND AGREE THAT EXCEPT AS AND TO THE EXTENT THAT COMPANY'S EXECUTED AGREEMENT(S) WITH YOU MAY OTHERWISE EXPRESSLY PROVIDE, YOUR SOLE REMEDY FOR ANY INJURY YOU ALLEGE TO HAVE SUFFERED ARISING FROM OR RELATED TO YOUR USE OF THE PROVIDER APP IS TO STOP USING IT. EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS AND CONDITIONS OF USE, DO NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

g. **Indemnification.** You agree to indemnify, defend and hold harmless, at Your sole expense, Company from and against any claim arising from or related to: (a) Your use of the Provider App; and (b) any breach of these Terms and Conditions by or attributable to You, including without limitation, a claim that Your Site Participation infringed intellectual property, privacy, or other legal rights or interests of any person or entity. You agree to pay any and all such claims, losses, deficiencies, damages, liabilities, costs and expenses, including without limitation, reasonable attorney's fees and all related costs and expenses as are incurred by or awarded against any one or more of the Indemnified Parties with respect to each such claim. Company will use reasonable efforts to provide You with prompt written notice of any such claim and of all related claims. You agree to conduct the defense and settlement of any related action or proceeding, subject to the Indemnified Parties' consent to any position or settlement, which shall not be unreasonably delayed or withheld.

Contacting ClinicDr

If you have any questions, comments, or concerns about ClinicDr or this Terms of Service & Privacy Policy, please email us at support@ClinicDr.com.