

TERMS AND CONDITIONS

Terms of Use

Welcome to the Patient Portal, an Etransmedia Technology, Inc Software as a Service (SaaS) product. The Patient Portal provides secure, private communication with your healthcare provider through online access into your personal health information. By using the Patient Portal, other than to review this page for the first time, you agree to comply with the Terms of Use set forth herein.

Etransmedia reserves the right to update or change the Terms of use at any time for any reason by posting the modified Terms of Use.

Patient Portal services are only available to users who have been provided access by their healthcare providers.

1. Permitted Uses and Restrictions on Use Subject to the Terms and Conditions of Etransmedia Technology, Inc. ("Etransmedia") a) the practice is responsible for granting permission and issuing user accounts to patients to access the Patient Portal. b) The Patient Portal should never be used for emergency communication, urgent requests or time sensitive material. c) The Patient Portal is secure online access to appointments, messaging, referral and refill requests, bill pay, health maintenance records and demographic information directly from the providers Health Records system. d) The Patient Portal meets all standards set for HIPAA compliance, if there is information that the patient does not want transmitted via online secure communications, it is the responsibility of the patient to inform your provider. e) Etransmedia is in no way responsible for delays in online communication, transmittal or accuracy of information. f) Follow-up is the sole responsibility of the patient. The patient is responsible for scheduling any necessary appointments and for determining if an unanswered online communication was not received. g) You are responsible for taking steps to protect yourself from unauthorized use of online communications, such as keeping your password confidential. h) Etransmedia is not responsible for breaches of confidentiality caused by you or an independent third party. (i) The practice has the right to determine the extent of the functionality granted in use of the portal .

2. Acceptable Use Policy. You agree to comply with Etransmedia's then-current Acceptable Use Policy as posted from time to time.

3. Modifications to the Service or Agreements Etransmedia reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Patient Portal (or any part thereof) at reasonable notice to you. You agree that Etransmedia shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Patient Portal. Etransmedia may specify from time to time the version(s) of related products required in order to use the Patient Portal (e.g. supported browser versions).

4. Termination You acknowledge and agree that Etransmedia may suspend or terminate your account and/or deny you access to, use of, or submission of Content for, all or part of the Patient Portal, without prior notice, if you engage in any conduct that Etransmedia believes, in its sole discretion: (a) violates any term or provision of the Terms of Service, (b) violates the rights of Etransmedia or third parties, (c) or is otherwise inappropriate for continued access and use of the Patient Portal. In addition, Etransmedia reserves the right to terminate inactive membership accounts. You agree that upon termination, we may delete all files and information related to your account and may bar your access to your account and the Patient Portal.

Further, you agree that Etransmedia shall not be liable to you or any third-party for any termination of your access to the Patient Portal. You agree to defend, indemnify and hold Etransmedia harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation of the Terms of Service, state or federal laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of Patient Portal.

5. Links The Patient Portal may provide links to other World Wide Web sites or resources.

You acknowledge and agree that Etransmedia is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Etransmedia shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

6. Etransmedia Proprietary Rights You acknowledge and agree that the Patient Portal contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information that may have been presented to you through the Patient Portal or advertisers is protected by copyrights, trademarks, Service marks, patents or other proprietary rights and laws.

7. No Resale, etc. of the Service You agree not to copy, sell, resell, rent or sublicense (including offering the Patient Portal to third parties on an applications service provider or time-sharing basis), lease, loan, redistribute, or create a derivative work of any portion of the Patient Portal, use of the Patient Portal, or access to the Patient Portal. You agree not to access the Patient Portal by any means other than through the interface that is provided by Etransmedia for use in accessing the Patient Portal.

8. Disclaimer of Warranties YOU EXPRESSLY UNDERSTAND AND AGREE THAT: a) YOUR USE OF THE PATIENT PORTAL IS AT YOUR SOLE RISK. THE PATIENT PORTAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ETRANSMEDIA AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT b) ETRANSMEDIA AND ITS SUPPLIERS MAKE NO WARRANTY THAT (i) THE PATIENT PORTAL WILL MEET YOUR REQUIREMENTS OR RESULT IN ANY REVENUES OR PROFITS, (ii) THE PATIENT PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PATIENT PORTAL WILL BE ACCURATE OR RELIABLE, AND (iv) THE QUALITY OF ANY PRODUCTS, PATIENT PORTAL, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PATIENT PORTAL WILL MEET YOUR EXPECTATIONS. ETRANSMEDIA AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TERMS OF USE OR THE PATIENT PORTAL, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. ETRANSMEDIA EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE PATIENT PORTAL WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THIS PATIENT PORTAL, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW. c) THE DATA SHOWN IN THE PATIENT PORTAL IS BASED ON THE DATA RECEIVED FROM RESPECTIVE PROVIDERS. ETRANSMEDIA IS NOT RESPONSIBLE ANY INFORMATION NOT YET PROVIDED. ETRANSMEDIA DOES NOT GUARANTEE, IMPLICITLY OR EXPLICITLY, ANY RESULTS. d) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PATIENT PORTAL IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. e) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ETRANSMEDIA OR THROUGH OR FROM THE PATIENT PORTAL SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

9. Representations and Warranties. You represent that, to the best of your knowledge and belief, your use of the Patient Portal does not directly or indirectly infringe the legal rights of a third party. You further

represent and warrant that all information provided by you in connection with your registration is accurate and reliable.

10. Limitation of Liability

a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT ETRANSMEDIA AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ETRANSMEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PATIENT PORTAL; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PATIENT PORTAL; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PATIENT PORTAL; OR (v) ANY OTHER MATTER RELATING TO THE PATIENT PORTAL. b) YOU ALSO AGREE THAT ETRANSMEDIA WILL NOT BE LIABLE FOR ANY (a) INTERRUPTION OF BUSINESS, (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU ACCESS THROUGH THIS PATIENT PORTAL ; (c) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) EVENTS BEYOND ETRANSMEDIA'S REASONABLE CONTROL. c) IN NO EVENT SHALL ETRANSMEDIA'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO ETRANSMEDIA FOR THE PATIENT PORTAL, BUT IN NO EVENT GREATER THAN THREE HUNDRED DOLLARS (\$300.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

11. Exclusions and Limitations SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 13 AND 15 MAY NOT APPLY TO YOU.

12. General Information The Terms of Use constitutes the entire agreement between you and Etransmedia and governs your use of the Patient Portal, superseding any prior agreements between you and Etransmedia (including, but not limited to, any prior versions of the Terms of Use) with respect to its subject matter. However, this agreement does not exclude the terms and conditions between you and Etransmedia for other product offerings, including but not limited to Revenue Cycle Management, Transcription, Medical Records, Document Management, Electronic Medical Records, and Patient Online tools. You also may be subject to additional terms and conditions that may apply when you use affiliate or other Etransmedia services, third-party content or third-party software. Except as otherwise provided herein, the Terms of Use shall be governed by the laws of the State of New York without regard to its conflict of law provisions. Except as otherwise provided in the Terms of Use, you and Etransmedia agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Albany, New York. The Terms of Use does not limit any rights that Etransmedia may have under trade secret, copyright, patent, trademark or other laws. The failure of Etransmedia to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. You agree that any claim or cause of action arising out of or related to use of the Service or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Use are for convenience only and have no legal or contractual effect. The Terms of Use will inure to the benefit of Etransmedia and its successors and assigns.

Acceptable Use Policy

1. Responsibility for Content. You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Content originated. This means that you, and not Etransmedia, are entirely responsible for all Content that you upload or otherwise transmit via the Patient Portal. Etransmedia does not control the Content uploaded or otherwise transmitted by you or other customers via the Patient Portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. In this Policy, "Content" means information, data, text (including but not limited to names of files, databases, directories and groups of the same), software, music, sound, photographs, graphics, video, messages or other materials; and "Services" means the services and/or facilities that Etransmedia provides to you, for example by subscription or by means of an Etransmedia-branded web site.

2. Other Conduct. You agree to not use the Patient Portal to: (a) upload or otherwise transmit any Content or domain name that is unlawful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including, but not limited to, any Etransmedia representative, or misrepresent your affiliation with any person or entity; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Patient Portal; (e) upload or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (f) upload or otherwise transmit any Content or domain name that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person; (g) upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation; (h) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (i) interfere with or disrupt the Services or servers or networks connected to the Patient Portal; or (j) incite or provide instructional information about illegal activities.

3. Other. This Policy is subject to all applicable agreements and terms and conditions between you and Etransmedia. This Policy is subject to change without notice.

Privacy Policy

Etransmedia has one mission: to provide unequalled services that allow our clients to focus on patient care. We are proud to offer this unique service to healthcare providers. As healthcare information professionals, we understand the importance of compliance, informational security, and confidentiality – that is why we use high level of commercially available encryption.

If you have other privacy concerns that are not addressed here, please contact our Privacy team at 518-283-5418.

©2013 Etransmedia Technology, Inc. All rights reserved. Etransmedia Technology, Inc, and the Etransmedia logo are trademarks of Etransmedia Technology, Inc. No portion of this site may be copied, retransmitted, reposted, duplicated or otherwise used without the express written permission of Etransmedia Technology, Inc. 385 Jordan Rd, Troy, NY, 12180.