



NEXteraMD TERMS AND CONDITIONS

By accessing or using our website, you agree to be bound by the “Terms and Conditions of Use” set forth herein. NEXteraMD reserves the right to amend the Terms and Conditions of Use in its sole discretion. Each use of this Portal by you constitutes your request for and authorization of the release of your billing records to you.

ELECTRONIC COMMUNICATIONS

When you visit the website or send emails to NEXteraMD using the website, you consent to receive communications from NEXteraMD electronically. Accordingly, NEXteraMD will communicate with you by email or phone.

LICENSE

You are granted a limited, revocable, and nonexclusive right to view and use this Website subject to these Terms and Conditions of Use. You may download and/or print a copy of information provided in the Website for your personal use only.

COOKIES

When you visit this Website, your computer may be assigned one or more "cookies." Cookies are text files containing a small amount of data, usually a unique string of letters and numbers. They are commonly used throughout the Internet and are stored on and accessed from your device when you visit a website (including the Portal). Both session ID cookies and persistent cookies are used. Specifically, session-based cookies are used to store language and other specific preferences such as contact information. Cookies may also be used to track internal metrics of site usage. A session ID cookie expires when you close your browser. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, may prevent you from taking full advantage of the Website.

YOUR ACCOUNT

If you use this Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. NEXteraMD reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion. You are solely responsible for choosing an appropriate environment from which to log into the Website. You are responsible for always logging off the Website before leaving your computer. You may access the Website at any time via your personal computer or mobile device. You are solely responsible for keeping your computer and mobile device secure, including updating them and their applications with required upgrades, updates and security patches available from third parties, and ensuring that they meet certain minimum technical specifications.

YOUR PERSONAL INFORMATION

Your privacy is important to NEXteraMD. You will need to provide a User ID and password to access and use the Client Portal on the Website. When you download your personal information from your data source the Website will store your personal information. NEXteraMD provides the Website to you as a Business Associate. As a Business Associate,

NEXteraMD follows the rules that apply to Business Associates under HIPAA and the HITECH Act, as well as any other privacy and security rule surrounding your personal information that was agreed to between NEXteraMD.

SECURITY

NEXteraMD employs reasonable and current security methods to prevent unauthorized access, maintain data accuracy, and ensure correct use of information. To assure NEXteraMD's security methods, your account information and profile are password protected. NEXteraMD recommends that you do not divulge your password to anyone. NEXteraMD personnel will never ask you for your password in an unsolicited phone call or in an unsolicited email. Remember to sign out of your account and close your browser window when you have finished your session. Completely logging off the Website helps ensure that others cannot access your personal information and correspondence if you share a computer with someone else or are using a computer in a public place where others may have access to it. No data transmission over the Internet or any wireless network can be guaranteed to be perfectly secure. As a result, while NEXteraMD tries to protect your personal information, it cannot ensure or guarantee the security of any information you transmit to NEXteraMD, and you do so at your own risk.

MINOR POLICY

Each medical practice is responsible for granting or restricting minors' access to this Website based on applicable state laws. Certain states may restrict use of this Website by minors. **NEXteraMD has no way of monitoring or distinguishing the age of individuals who access the Website and accordingly, NEXteraMD employs the same Privacy Policy for individuals of all ages.** If a minor has provided us with personally identifying information without parental or guardian consent, the parent or guardian should contact the practice to restrict access and remove the information.

DISCLAIMER OF WARRANTIES

THIS WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEXteraMD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE, THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, NEXteraMD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NEXteraMD DOES NOT WARRANT THAT THIS WEBSITE, ITS SERVERS, OR E-MAIL SENT FROM NEXteraMD ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEXteraMD WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE.

LIMITATION OF LIABILITY

NEXteraMD, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS AND ANY OTHER THIRD PARTIES MENTIONED ON THIS WEBSITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM PERSONAL INJURY,

LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE, WEBSITE-RELATED SERVICES AND PRODUCTS, CONTENT OR INFORMATION CONTAINED WITHIN THE WEBSITE, AND/OR ANY HYPERLINKED PATIENT WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, WEBSITE-RELATED SERVICES, AND/OR HYPERLINKED PATIENT WEBSITES IS TO STOP USING THE WEBSITE AND/OR THOSE SERVICES. IF AND TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN THE ABOVE LIMITATION OR EXCLUSION WILL BE LIMITED AS REQUIRED BY APPLICABLE LAW.

RELEASE

Because NEXteraMD is not involved in the rendering of medical advice, in the event that you have a dispute with any individual and/or entity that arises out of your use of the Website, you release NEXteraMD (and its officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

MODIFICATION AND SEVERABILITY

NEXteraMD reserves the right to make changes to the Website, policies, and these Terms and Conditions of Use at any time. Any changes to NEXteraMD's policies will be communicated through the Website at least in advance of its effective date. Information collected before changes are made will be secured according to the previous policies. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

OWNERSHIP

NEXteraMD Website is the property of NEXteraMD and contains its owned material. Some material in the Website may come from copyrighted sources of the respective copyright claimants. You are solely responsible for compliance with any copyright restrictions and are referred to the copyright notices appearing in the original sources, all of which are hereby incorporated by reference.

All trademarks not owned by NEXteraMD that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by NEXteraMD. NEXteraMD is not responsible for the privacy practices of third parties who may have trademarked property on the Website. NEXteraMD recommends that you review the privacy and security policies of such third parties should you so desire. You may download content only for your personal use for noncommercial purposes, but no modification or further reproduction of the content is permitted. The content may otherwise not be copied, disseminated or used in any other way. If you violate any of these Terms and Conditions of Use, your permission to use the content automatically terminates and you must immediately destroy any copies you have made of any portion of the content. No portion of this Website, including but not limited to any NEXteraMD's Website structure, text, graphics, designs, algorithms, object code, source code, creative concepts or results ("NEXteraMD Content"), may

be reverse-engineered, disassembled, de-compiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photo reproduction, recordation or otherwise), resold or redistributed without the prior written consent of NEXteraMD. Notwithstanding the foregoing, content uploaded and/or downloaded by you and/or the healthcare provider is not deemed NEXteraMD Content but rather would be subject to whatever restriction either you and/or your healthcare provider places on such content.

INFECTED OR CORRUPTED MATERIALS

To the extent files are available for download through the Website, you understand that NEXteraMD cannot and does not guarantee or warrant that such files will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.

USER REPRESENTATIONS

You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to use the Website in accordance with these Terms and Conditions of Use. You agree to be financially responsible and legally obligated for your use of the Website and to comply with your responsibilities and obligations as stated in these Terms and Conditions of Use.

GENERAL

These Terms and Conditions of Use shall be governed in all respects by the laws of the State of Tennessee as such laws are applied to agreements entered into and to be performed entirely within Tennessee between Tennessee residents. NEXteraMD does not guarantee continuous, uninterrupted or secure access to its services, and operation of the Website may be interfered with by numerous factors outside of NEXteraMD's control. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. NEXteraMD's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. The United States controls the export of products and information from US companies abroad across the Internet.

ADDITIONAL INFORMATION

If you have any questions about these Terms and Conditions of Use, contact NEXteraMD:

NEXteraMD
5600 Brainerd Road, Suite 500
Chattanooga, TN 37411
423.495-6889
www.nexteramd.org