

## Rheumatology and Dermatology User Agreement: Patient Portal:

The information provided by Rheumatology and Dermatology Associates, PC on this site or by any links to this site is for educational purposes only and should not be interpreted as a recommendation for a specific treatment plan, product, course of action or medical or healthcare provider.

Rheumatology and Dermatology Associates, PC's web site does not provide specific medical advice and does not endorse any medical or professional service obtained through information provided on this site or any links to this site.

Use of Rheumatology and Dermatology Associates, PC's web site does not replace medical consultations with a qualified health or medical professional to meet the health and medical needs of you or a loved one.

This site is monitored frequently, but if you are ill, please call 911 right away, and seek immediate medical help. We strive to respond to E mail messages promptly, generally the same day they are sent to us, but if for some reason you have sent us a message that did not get a response within 3 days, please call our office at 1-901-753-0168.

You exercise your own judgment when purchasing any product or selecting a physician through any site or service linked to this web site. In addition, while Rheumatology and Dermatology Associates PC frequently updates its contents, medical information changes rapidly and therefore, any information may be out of date, and/or contain inaccuracies or typographical errors.

Please note that the Rheumatology and Dermatology Associates, P.C.'s Patient Portal provides you with a web-based, read-only access to portions of your medical record. The content of Rheumatology and Dermatology Associates, P.C.'s Patient Portal is not your entire medical record. If you believe that your medical information displayed in Rheumatology and Dermatology Associates, P.C.'s Patient Portal is inaccurate or incomplete, or if you would like to request a complete copy of your medical records, please contact our office by phone.

Because the Rheumatology and Dermatology Associates, P.C. Patient Portal is part of your physician's health record about you, you cannot delete such information. You have the right to request that we amend or make changes to your medical information. Your request must be in writing, and it must explain why the information should be changed. We may deny your request for certain reasons. If we deny your request, we will provide you with a written explanation. You may respond with a statement of disagreement to be added to the information you wanted changed.

You may terminate your access to your Patient Portal by contacting your physician directly, and your physician at Rheumatology and Dermatology Associates, P.C. retains the ability to revoke your access to your Patient Portal.

Use of Rheumatology and Dermatology Associates, P.C.'s Patient Portal occurs over a secure internet connection. All of the confidential health information available to you in Rheumatology and Dermatology Associates, P.C.'s Patient Portal is protected and securely maintained. It is your responsibility to secure any computer or mobile device that you use to access Rheumatology and Dermatology Associates, P.C.'s Patient Portal and to protect your activation code, your username and password. Notification messages regarding information in Rheumatology and Dermatology Associates, P.C.'s Patient Portal will be sent to your email address on file. Any person with access to this email account will be able to see these notifications. Please take this into account when providing an email address.

Individuals may request or receive proxy access to another individual's Rheumatology and Dermatology Associates, P.C. Patient Portal site by completing and submitting the appropriate proxy section of the User Agreement (below). For children below the age of 18, full access will only be granted to individuals with parental rights or legal guardianship over the minor patient and only to the extent that the party requesting proxy access can demonstrate the legal right to the minor patient's medical information.

To sign up for Rheumatology and Dermatology Associates, P.C.'s Patient Portal, you will be provided with an activation code. The activation code that you receive will give you the opportunity to create a personal username and a password. It is extremely important that you keep your activation code, your username, and password completely confidential. Anyone with access to your username and password will be able to read your messages and send new messages as if they were you. It is your responsibility to prevent disclosure of your username and password, and to change the password if you feel that the security has been compromised. And you may change your password at any time.

1. **Agreement.** Rheumatology and Dermatology Associates PC provides its Patient Portal as an Internet-based on-line information and communications service. It is sometimes referred to in this Agreement as the Service. You agree to be bound by the terms and conditions of this Agreement, which includes the Rheumatology and Dermatology Associates PC Privacy Policy linked to this Agreement. Rheumatology and Dermatology Associates PC may modify this agreement at any time, and such modifications shall be effective 30 days after either posting of the modified Agreement or notifying you. You agree to review this agreement periodically to ensure that you are aware of any modifications. Your continued access or use of Rheumatology and Dermatology Associates PC's web site after the modifications have become effective shall be deemed your conclusive acceptance of the modified Agreement.
2. **License.** We hereby grant you the right to view and use this web site subject to the terms and conditions of this Agreement. You may download and/or print a copy of information provided in this web site for your personal use. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any other

purpose is expressly prohibited, unless prior written consent is obtained from Rheumatology and Dermatology Associates PC. There are no financial charges to you at this time associated with use of Rheumatology and Dermatology, PC's Patient Portal.

3. **Privacy.** We respect your personal privacy. Please see our Notification of Privacy Practices.
4. **Links .** Rheumatology and Dermatology Associates PC's website may contain links to or advertisements for web sites operated by other parties. The links or advertisements are provided for your convenience only. Neither we nor our suppliers control such web sites and we are not responsible for the content and performance of these sites or for your transactions with them. Our inclusion of links to or advertisements for such web sites does not imply any endorsement of the material on such web sites or any association with their operators. Rheumatology and Dermatology Associates PC does not in any way operate, control, or endorse any information, products or services provided by third parties through the Internet. See our Privacy Policy regarding information which may be transferred to third parties by using these links or advertisements.
5. **Warranty disclaimer.** In our content areas this information is provided for educational purposes only and should not be interpreted as a recommendation for specific medical advice. We and our suppliers assume no responsibility for how you use the information provided through this Service. You should always check the advice of your physician or other qualified health provider prior to starting any new treatment or with any questions you may have regarding a medical condition. However, in the event you are a patient of Rheumatology and Dermatology Associates, P.C. and currently being cared for by a Rheumatology and Dermatology Associates, P.C. provider and have access to your Patient Portal site, you can rely on the personal medical advice give to you through your Patient Portal site by our providers. (See our Privacy Policy to understand how we will use your personal medical information.) Through the Patient Portal, you will be able to interact with Rheumatology and Dermatology Associates, P.C. employees.
6. **The Information on this Site is Provided "As Is."** We and our suppliers make no representations or endorsements about the suitability of any purpose of products and services available through this Service. We and our suppliers do not guarantee the timeliness, validity, completeness or accuracy of information made available to you for any particular purpose. We and our suppliers disclaim all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the products, service and information contained on or made available through this Service, including but not limited to the availability of this Service, lack of viruses, worms, Trojan horses, or other code that manifest contaminating or destructive

properties, or any failure to provide the service. Although our suppliers or we may update the content of this Service from time to time, please note that medical information changes rapidly. Therefore, some of the information may be out of date and/or may contain inaccuracies or typographical errors.

7. **Indemnification.** You agree to indemnify, defend, and hold harmless Rheumatology and Dermatology Associates, P.C., its officers, directors, employees, agents, information providers, partners, advertisers and suppliers from and against all losses, expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of this agreement or any activity related to your account (including infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by you or any person accessing Rheumatology and Dermatology Associates, P.C.'s Patient Portal using your service account.
  
8. **Waiver, Release, and Limitation of Liability.** You agree that neither Rheumatology and Dermatology Associates, P.C., nor its officers, directors, employees, agents, information providers, partners, advertisers or suppliers shall have any liability to you under any theory of liability or indemnity in connection with your use of Rheumatology and Dermatology Associates, P.C.'s Patient Portal. You hereby release and forever waive any and all claims you may have against Rheumatology and Dermatology Associates, P.C., its officers, directors, employees, agents, information providers or suppliers (including but not limited to claims based upon the negligence of Rheumatology and Dermatology Associates, P.C., its officers, directors, employees, agents, information providers, partners, advertisers, or suppliers) for losses or damages you sustain in connection with your use of Rheumatology and Dermatology Associates, P.C.'s Patient Portal. Notwithstanding the foregoing paragraph, the total liability of Rheumatology and Dermatology Associates, P.C.'s Patient Portal, its officers, directors, employees, agents, information providers, partners, advertisers, and suppliers, if any, for losses and damages shall not exceed the fees paid by the user for the particular information or service provided. In no event shall Rheumatology and Dermatology Associates, P.C., its officers, directors, employees, agents, information providers, partners, advertisers, or suppliers be liable to you for any losses or damages other than the amount referred to above. All other damages, direct or indirect, special, incidental, consequential or punitive arising from any use of the information or other parts of Rheumatology and Dermatology Associates, P.C.'s Patient Portal are hereby excluded even if Rheumatology and Dermatology Associates, P.C., its officers, directors, employees, agents, information providers, partners, advertisers, or suppliers have been advised of the possibility of such damages. Neither Rheumatology and Dermatology Associates, P.C., nor any of its affiliates, directors, officers, or employees, nor any third party vendor will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of this site, or resulting from the act or omission of any other

party involved in making this site or the data contained therein available to you, or from any other cause relating to your access to or your inability to access the site or these materials, whether or not the circumstances giving rise to such cause may have been within the control of Rheumatology and Dermatology Associates, P.C. or of any vendor providing software or services support.

9. **Third Party Rights.** The provisions of the sections on Indemnification and on Waiver, Release, and Limitation of Liability are for the benefit of Rheumatology and Dermatology Associates, P.C. and its officers, directors, employees, agents, licensors, suppliers, and information providers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.
10. **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 enter into this Agreement and to use Rheumatology and Dermatology Associates, P.C. in accordance with this Agreement. You agree to be financially responsible for your use of Rheumatology and Dermatology Associates, P.C.'s Patient Portal (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.
11. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regarding provisions relating to conflicts of law. You agree that any legal action or proceeding between Rheumatology and Dermatology Associates, P.C. and you for any purpose concerning this Agreement or the parties' obligations under this Agreement shall be brought exclusively in a court of competent jurisdiction. Any cause of action or claim you may have with respect to Rheumatology and Dermatology Associates, P.C. must be commenced within one (1) year after the claim or cause of action arises.
12. **Notice.** Rheumatology and Dermatology Associates, P.C. may deliver notice to you under this Agreement by means of electronic mail, a general notice on Rheumatology and Dermatology Associates, P.C.'s Patient Portal site, or by written communication delivered by first class U.S. mail to your address on record with Rheumatology and Dermatology Associates, P.C. account information, if any. You may give notice to Rheumatology and Dermatology Associates, P.C. at any time by letter delivered by first class prepaid U.S. mail or overnight courier.
13. **Severability.** The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

George Woodbury Jr. M.D. (12/03/2014)