



# Physicians Web Office

## Connecting Patients with Doctors

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### PhysiciansWebOffice.com Terms of Access & Use (Patient)

The following terms are a legal agreement ("Agreement" between you and Pipkins Enterprises Group, ("Company") and your provider as described in this Agreement. Company is the hosting and developer associated with your doctor or other health professional (collectively "Provider"). Any information or services on this web site whether services of Company or Provider are subject to these terms of access. Company is assisting your Provider with information organization through its services, and therefore, precautions have been taken to protect your information, including personal health information as described below. By transmitting information, accessing, browsing and/or otherwise using this web site ('Site'), you acknowledge you have read, understood and agreed to be bound by these terms and conditions, and to comply with all laws and regulations, including U.S. export and re-export control laws and regulations. If you do not agree to these terms and conditions, you may not access, browse and/or use this Site. The material provided on this Site is protected by law, including, but not limited to, United States copyright law and international treaties.

These terms of access and use apply to your access to and use of this Site and do not alter in any way the terms and conditions of any other agreement you may have with Company or your Provider. If you breach these terms and conditions, your authorization to use this Site automatically terminates and you must immediately discontinue all use of this Site and discontinue use of any hyperlinks to this Site.

#### HIPAA TERMS AND CONDITIONS

**Personal Health Information.** Personal Health Information ("PHI") is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") which defines PHI as individually identifiable health information, without limitation, all information, data, documentation, and materials, including, without limitation, demographic, medical, and financial information, that relates to the past, present, or future physical or mental health of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**Special Rules Applicable to PHI.** During the course of your access to the Site and services provided by Company you may be exposed to Protected Health Information. You are aware of HIPAA and that special rules apply to PHI. Whether created or received by you or made available in any form to the Company, Company will comply with HIPAA requirements regarding PHI, including each of the following provisions:

#### A. Confidentiality of PHI. Company agrees to do the following:

Use or disclose any PHI solely: (1) for meeting its obligations as set forth in any agreements between Company and Provider; (2) as required by applicable law, rule or regulation; (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Company;

At termination of Provider's relationship with Company or upon your request, whichever occurs first, if Company is unable to return to Provider all PHI received from or created or received by Company that Company maintains in any form, and retain no copies of such information, or if such return is not feasible, Company will extend the protections of this Agreement to the information, and limit further uses and disclosures to those that make the return of the information not feasible; and

Ensure that its agents, including all subcontractors, to whom they may have access to PHI, agree to the same terms and conditions that apply to Company with respect to such information.

#### B. Permitted Use of PHI. Notwithstanding the prohibitions set forth in this Agreement, Company may use

disclose PHI and you authorize Company to use and disclose PHI, if necessary, for the proper management and administration of the services provided by Company to your health care provider or for Company to carry out its legal duties and responsibilities of Company, provided that as to any such disclosure, the following requirements apply:

the disclosure is required by law;

Company obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees to notify Company of any breach of confidentiality; or

For data aggregation services, if to be provided by Company for health care information of your client, you have agreed to any agreements between Company and you. For purposes of this Agreement, data aggregation services include the combining of PHI by Employee with the PHI received by Company in its capacity as a consultant of an entity, to permit data analysis that relates to the health care operations of the respective covered entity.

C. Safeguards. Company will implement appropriate safeguards to prevent use or disclosure of PHI other than as permitted in this Agreement. The Secretary of Health and Human Services has the right to audit Company's policies and practices related to use and disclosure of PHI to ensure Company's compliance with the terms of its Privacy Rule. Company shall report to you any use or disclosure of PHI which is not in compliance with this Agreement of which Company becomes aware. In addition, Company agrees to mitigate, to the extent practicable, any harmful effect that is known to Company of a use or disclosure of PHI by Company in violation of the requirements of this Agreement.

#### USE RESTRICTIONS

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upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional material "spam," "chain letters" "pyramid schemes" or any other form of solicitation, except in those areas of the Services that are designated for such purpose;

upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer files or programs designed to interrupt, destroy or limit the functionality of any computer software or telecommunications equipment;

interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any procedures, policies or regulations of networks connected to the Services;

intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

"stalk" or otherwise harass another; and

effecting security breaches or disruptions of Internet communication; Security breaches include, but are not limited to, accessing data of which you are not an intended recipient or logging into a server or account that you do not expressly authorize to access.

#### DISCLAIMER WARRANTY

This Site, including all documents, software, functions, materials, and information, is provided "as is" without any warranties of any kind, either express or implied. Company and Provider disclaim all warranties, express or implied, including, but not limited to, warranties of quiet enjoyment and non-infringement and implied warranties of merchantability, fitness for a particular purpose, title, merchantability of computer programs, data accuracy, integration, and informational content. Company and Provider do not warrant or make any representation about the operation of this Site, the use, validity, accuracy or reliability of, or the results of the use of the materials on this Site or any other sites linked to this Site. The materials of this Site may be out of date. Company and Provider cannot guarantee or warrant that the files available for downloading from this Site, if any, will be free of infection, viruses, worms, Trojan horses, or other code that manifest contaminating or destructive properties. Company does not warrant that this Site, software, materials, products, or services will be uninterrupted or that any defects in this Site, software, materials, products, or services will be corrected.

#### LIMITATION OF LIABILITY

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#### REVISIONS TO THIS AGREEMENT

Company may revise this Agreement at any time without notice by updating this posting. By using this site, you agree to be bound by any such revisions and should therefore periodically visit this Site and page to determine the then current terms and conditions of use to which you are bound.

#### TRANSMISSIONS

Company has taken precautions to protect personal health information transmitted to and through this Site, which resides on Company servers. Company has followed HIPAA guidelines and provides at least the same level of security protection as provided in the industry, which may change from time to time. However, you are prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, profane material or any other material, including, but not limited to, material that could give rise to any civil or criminal liability under both domestic and international law. You are required to maintain any information and not transmit information in violation of any privacy laws, including but not limited to, HIPAA.

#### APPLICABLE LAWS & MISCELLANEOUS

If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the remainder of the Agreement remaining in full force and effect. Company's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. This Agreement may be assigned in whole or in part by Company. This Agreement may be assigned in any manner by you without the express, prior written permission of Company. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas notwithstanding any provisions to the contrary. You irrevocably and unconditionally (i) consent to submit to the exclusive jurisdiction of the federal courts covering the County of Harris, Texas (the "Texas Courts") for any litigation or dispute arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the Texas Courts, (iii) agree not to plead or claim that such litigation brought therein has been an inconvenient forum, and (iv) agree the Texas Courts represent the exclusive jurisdiction for all disputes arising out of this Agreement.

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