

CareCloud Community Terms and Conditions of Use

User Agreement

CareCloud provides this patient portal as a free service to physicians and their patients. The patient portal allows patients to manage their own patient health record (“PHR”). By using the patient portal (also referred herein as this “Site”), you signify your assent to these Terms and Conditions. If you do not agree to these Terms and Conditions of use, you should not use this Site!

Rights to Modify and Amend this Site

CareCloud reserves the right to modify or amend the patient portal at any time, without notice to you or others. Your continued use of this site means that you agree to any such changes made. We suggest that you review these terms and conditions regularly for any changes hereto that may be made.

PHR Disclaimer

Please note that the use of a PHR is not a substitute for obtaining the advice of a healthcare professional, such as a doctor. You should always seek the healthcare advice of a healthcare professional if you are experiencing medical symptoms.

Your Patient Health Record

Your PHR contains your health information. Only your physician and those to whom your physician grants access to your PHR are allowed to view your PHR. CareCloud does not control your physician’s use of the health information contained in your PHR. Your physician should provide you with his or her policy regarding their use of information in your PHR. You and your physician control access to your PHR. You and your physician may access your PHR through use of passwords on this Site. You should be careful on who you allow to use your password, as anyone with access to your password may access your PHR. You should safeguard your password, and change your password frequently. CareCloud does not control the distribution of your password. If you believe that someone has usurped your password, please contact us at marketing@carecloud.com.

Your physician is able to provide access to your PHR to other physicians or persons with whom he or she would like to obtain or share information for purposes of treating you. If you would like to restrict the persons with whom your physician communicates about you, you should communicate your concerns to your physician directly.

In connection with this Agreement, you agree that we may provide your health information to those vendors whose assistance we require to operate our portal. And, you agree that we may disclose some or all of your PHR, as directed, if required to do so by law or judicial proceeding.

CareCloud makes no guarantees regarding the currency, accuracy or completeness of your PHR, and is not responsible for typographical errors therein, or inaccuracies or other errors and/or omissions contained in it.

For purposes of running and operating this portal, CareCloud may log the number of times you or others access your PHR, and may retain such information for diagnostic and analytical purposes, and for as long as we desire.

CareCloud may also allow third parties to advertise their products and services on this Site. Separately, CareCloud may use information in your PHR to create de-identified data, which you hereby transfer, sell and assign to us, and which we may thereafter resell, transfer and assign to third parties for any reason or use whatsoever. Except as permitted by you, as required by law or as necessary to operate this Site, we will not use or disclose your individually identifiable health information to third parties. We will also not use your personally identifiable information for purposes of allowing third parties to market or sell their products or services to you.

Apart from the foregoing, you may interact directly on this Site with one or more physicians to obtain medical treatments, diagnoses and or care, or for other means. CareCloud is not responsible for any medical treatment, diagnoses or care provided or suggested to you by a physician that subscribes to and/or uses this Site. In that regard, **CARECLOUD HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, RESPONSIBILITY AND LIABILITY OF ANY KIND REGARDING ANY COMMUNICATIONS BETWEEN YOU AND PHYSICIANS (OR OTHER HEALTHCARE PROVIDERS) FOR PURPOSES OF OBTAINING MEDICAL TREATMENT, DIAGNOSIS OR CARE FROM THE USE OF THIS SITE. CARECLOUD OPERATES THIS SITE AS A CONVENIENCE FOR YOU AND PHYSICIANS. CARECLOUD IS NOT LICENSED TO RENDER MEDICAL ADVICE TO YOU ON ANY TOPIC OR FOR ANY PURPOSE, AND DISCLAIMS LIABILITY FOR ANY DIAGNOSES OR TREATMENTS RECOMMENDED TO YOU BY A PHYSICIAN OR OTHER HEALTHCARE PROVIDER THAT USES THIS SITE.**

Requests for Information

CareCloud will honor your request for copies of your PHR or other information that you have uploaded in this portal in an electronic or hard copy format. You may be required to purchase required hardware, software or services to use your PHR or obtain whatever information that you request. If your request is non-routine or the data maintained in your PHR is voluminous and requires extra efforts by CareCloud to obtain it for you, CareCloud may charge you for its time and costs.

Educational Information

CareCloud may provide educational and informational, health-related data through this portal. Any such materials are for educational and informational purposes only, and are not intended to constitute, and should not be construed as, medical advice for diagnostic, treatment or other purposes. And, CareCloud is not liable or responsible for the accuracy, completeness or substance of the information it may post on the Site, which is for educational and informational purposes only. You assume full risk and responsibility for the use of all information on this Site, and CareCloud is not responsible or liable in any way for any claim, loss or damage resulting therefrom. What's more, CareCloud does not endorse any provider of health care or health care related products or services, and the materials on this Site that may relate to any such products or services.

IP Rights

CareCloud does not claim ownership of any intellectual property rights that lies in any text, data, images, video, sound, images or other information that you upload or transmit into your PHR. CareCloud reserves the right to de-identify any of your health information, and to use, disclose, sell or assign such de-identified data without restriction.

Links

This portal references and links to other websites that are owned or controlled by parties other than CareCloud. CareCloud is not responsible for the content or information of any sort maintained in such third party sites, as well as the security practices of any such third party site.

User Submissions.

The personal information you submit to CareCloud is governed by the CareCloud Privacy Policy. To the extent there is an inconsistency between this Agreement and the CareCloud Privacy Policy, this Agreement shall govern.

You agree that you will not upload or transmit any communications or content of any type to the "Public Areas" on the portal (including blogs, message boards, postings, user reviews of drug information, etc.), that infringe or violate any rights of any party. If you make any such submission, you agree that you will not send or transmit to CareCloud by email (including through the email addresses listed on the "Contact Us" page), any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to CareCloud by email, you agree such submission is non-confidential for all purposes. If you make any submission to a Public Area or if you submit any business information, idea, concept or invention to CareCloud by email, you automatically grant or warrant that the owner of such content or intellectual property has expressly granted CareCloud a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create

derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. CareCloud may sublicense its rights through multiple tiers of sublicenses if you agree to only post or upload Media (like photos, videos or audio) that you have taken yourself or that you have the right to transmit, and which do not violate trademark, copyright, privacy or any other rights of any other person. Photos or videos of celebrities and cartoon or comic images are usually copyrighted by the owner.

To protect your privacy, you agree that you will not submit to the Public Areas of the portal, any media that contains Personally Identifiable Information (i.e., like name, phone number, email address or web site URL) of you or of anyone else. Uploading media like images or video of other people without their permission is strictly prohibited.

By uploading any media on this Site, you warrant that you have permission from all persons appearing in your media for you to make this contribution. CareCloud requests that you never post a picture or video of or with someone else unless you have their explicit permission.

CareCloud reserves the right to review all media prior to submission to the Site, and to remove any media for any reason, at any time, without prior notice, at CareCloud's sole discretion

CareCloud Community and Member to Member Areas

CareCloud may offer forums for the exchange of information among our users. If you use a Public Area, such as message boards, blogs, user reviews or other member communities, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in the Public Areas. CareCloud and its licensors are not responsible for the consequences of any communications in the Public Areas. In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call your doctor or 911 immediately.

In using the Public Areas on this Site, you agree as follows: (i) you will not use a Public Area for any purpose in violation of local, state, national, or international laws; (ii) post material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others; (iii) post material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by CareCloud in its sole discretion; (iv) post advertisements or solicitations of business; (v) continue to disrupt, after receipt of a warning, the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form); (vi) post chain letters or pyramid schemes; (vii) impersonate another person; (viii) distribute viruses or other harmful computer code; (ix) harvest or otherwise collect information about others, including email addresses, without their identification for posting or viewing comments; (x) allow any other person or entity to use your identification for posting or viewing comments; (xi) post the same

note more than once or "spamming;" or (xii) engage in any other conduct that restricts or inhibits any other person from using or enjoying the Public Area or the Site; or which, in the judgment of CareCloud, exposes CareCloud or any of its customers or suppliers to any liability or detriment of any type.

Indemnity

You agree to defend, indemnify, and hold CareCloud, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

Disclaimers

THIS PORTAL, ALL CONTENT HEREON AND THE PHR, ARE PROVIDED "AS IS," WITH ALL FAULTS AND NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, ALL RELATED SERVICES, AND THIRD PARTY WEBSITES. ANY REFERENCES TO SPECIFIC PRODUCTS OR SERVICES ON THIS SITE OR THE PHR DO NOT CONSTITUTE OR IMPLY A RECOMMENDATION OR ENDORSEMENT BY CARECLOUD, UNLESS SPECIFICALLY STATED OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A PHYSICIAN OR OTHER HEALTHCARE PROVIDER SHALL CONSTITUTE A WARRANTY OF ANY KIND BY CARECLOUD.

Limitation of Liability

CARECLOUD AND ITS AFFILIATES , SUPPLIERS, THIRD PARTIES MENTIONED IN OR LINKED TO THIS PORTAL, ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION), ARISING OUT OF OR RELATING TO THE PORTAL, SERVICE OR PRODUCTS RELATED TO THE PORTAL, CONTENT OR INFORMATION CONTAINED WITHIN THE PORTAL AND/OR ANY THIRD PARTY 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 PORTAL OR USE THEREOF IS TO STOP USING THE PORTAL AND OR THE SERVICES THAT YOU DO NOT LIKE.

General Provisions

Disclaimer on International Use. CareCloud is based in Miami, Florida, in the United States of America. CareCloud makes no claims that this Site and its content, or any site referenced herein, are appropriate or may be downloaded outside of the United States. Access to this Site and the content may not be legal by certain persons or in certain countries. If you access this Site or content from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Jurisdiction. You expressly agree that exclusive jurisdiction for any dispute with CareCloud, or in any way relating to your use of this Site or the content, resides in the courts of the State of Florida, Miami-Dade County, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Florida, Miami-Dade County, in connection with any such dispute including any claim involving CareCloud or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers. **THE PARTIES EXPRESSLY WAIVE AND FOREGO ANY RIGHT TO TRIAL BY JURY. ANY SUCH DISPUTE SHALL BE LITIGATED AS A BENCH TRIAL.**

Governing Law. These Terms and Conditions are governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws or principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Complete Agreement. Except as expressly provided in a particular "legal notice" on this Site, these Terms and Conditions, and the CareCloud Privacy Policy, constitute the entire agreement between you and CareCloud with respect to the use of the Site and Content.

Minors. CareCloud has no intention of accepting information from users under the age of 18. If you are under 18 years of age, please do not use this site. Parents are urged to monitor and supervise their children's online activity.

Questions and Comments. Questions or comments regarding this Site, including any reports of non-functioning links, should be directed to Technical Support via our online web form within the Patient Portal. We try to answer every email in a timely manner, but due to volume, may not always be able to do so.