## TERMS OF USE & GENERAL PRIVACY POLICY

BETWEEN: MEDICAL ANSWERING SERVICES, LLC
And
COMPANY NAME

Medical Answering Services, LLC values your trust and our relationships with our clientele - so we take great care to inform you of our policies and terms governing the access and use of this website, which include this **Terms of Use & General Privacy Policy**. Our Terms govern the access and use of this website, provide legal notices of importance and highlight our duties regarding the protection of patient and treatment information Medical Answering Services, Inc. receives when providing the numerous services we offer.

## TERMS OF USE:

<u>Medical Answering Services, LLC.</u> Medical Answering Services LLC, through its programs: Transportation Manager, Answering Service Call Management, Prescription Manager, provides coordination of medical transportation, answering services, prescription refill services and other related services throughout communities in New York State. These programs providing such services are hereinafter referred to as "Medical Answering Services, LLC".

Agreement to Terms of this Website. By accessing and/or using this website, you agree to be bound by our Terms and all Applicable Law as defined herein governing this website and the delivery of services to you by a Medical Answering Services, LLC representative. If you do not agree to these Terms set forth, then do not use this website.

<u>Modifications.</u> Medical Answering Services, LLC is continually improving its services, offerings and updating its Terms as laws change. Consequently, this website and/or our Terms will be modified and/or discontinued from time to time at the sole discretion of Medical Answering Services, LLC. Also, given changes in the industry, regulation, technology and business factors, we encourage you to review our Terms each time you visit our website to make sure you understand our current Terms and to check for any updates or changes to our policies.

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<u>Violation of Terms & Indemnity.</u> If you violate the Terms, your permitted use is automatically terminated. You agree to indemnify, hold harmless and defend Medical Answering Services, LLC and affiliates from all loss, liability, damage, or claims including reasonable attorneys' fees arising out of your act(s) or omission(s), any breach of the Terms and/or any unauthorized use of this website.

<u>Legal Proceedings.</u> In the event either party brings any action for any relief, declaratory or otherwise, arising out of this website, our Terms, and/or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party attorneys' fees, costs, and expenses.

## **GENERAL PRIVACY:**

Your Privacy is Important. We use our best efforts to maintain the personal information you give to us in a secure, safe and responsible manner within Medical Answering Services, LLC. The client information you provide us is not sold, rented or leased to any third party.

<u>Security of Your Transactions</u>. Medical Answering Services, LLC has company policies and procedures in place to ensure that information you share with us is handled in a safe, secure and responsible manner. We use encryption and other types of technology to reasonably protect and safeguard your personal information and services we provide you. **Notice of Privacy Practices Regarding Protected Health Information**.

**Legal Requirements.** On rare occasions, we may be required to disclose client information

pursuant to lawful requests, such as subpoenas or court orders, or as required by applicable law. Also, if the ownership of all or a part of a business within Medical Answering Services, LLC were to change, customer information pertinent to that business' operations would likely be transferred to, or licensed for use by, the new owner.

Website Usage, Traffic and Purchasing Patterns. We may track our Internet visitors, related traffic patterns and site usage within our website to identify: who is visiting our site from where, which pages are getting accessed and in what ways, and what trends over time emerge. Also, we may collect information about you that is not personally identifiable such as the type of internet browser or operating system you have, the precise time and date you entered our website, or the domain name of the website from which you linked to our website. This information helps us provide superior customer service and convenient access to our products and services, and improve customer access, website responsiveness and usefulness of the website.

<u>Cookies.</u> Cookies are small pieces of information that may be stored on your computer when you view our website and/or advertisements. A cookie lets us recognize you and provide a more meaningful and personalized experience when you visit our site again.

<u>Changing Your Cookie Setting.</u> Most web browsers are set to accept cookies automatically, but you can change this setting. See your browser's "help topics" to learn how to change the setting. If you decide not to accept cookies, you may not be able to access some portions of our website.

<u>Aggregate Statistics.</u> From time to time we may provide aggregate statistics about our customers, website traffic, product and/or service sales and/or other consumer-related information to carefully selected companies to identify trends and make marketing and other business-related decisions. These aggregate statistics do not include personally identifiable information of any individual customer.

<u>Children's Online Privacy Protection Act (COPPA).</u> Medical Answering Services, LLC takes the safety of children very serious. Consequently, this website does not knowingly or intentionally collect information from children under 13 without prior parental consent. If you are under 13 and wish to use Medical Answering Services, LLC services and/or programs, please ask your parent or your guardian for assistance.

<u>HIPAA.</u> Medical Answering Services, LLC is compliant with the Health Insurance Portability and Accountability Act of 1996, commonly referred to as "HIPAA".

<u>Comments.</u> If you have any questions, comments or concerns about our Terms of Use and/or Privacy Policy, please contact us at one of the following addresses:

Email: wfreeman@medanswering.com

Mailing Address: Medical Answering Services, LLC P.O. Box 12000, Syracuse, NY 13218

## ACKNOWLEDGMENT OF TERMS AND CONDITIONS

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