

Terms of Use

Simple Admit, LLC (the “Company”) is the developer and owner of a proprietary Internet-based service that, among other functions, collects, processes, formats, stores, and distributes patient medical information, and quality assurance information (“**Service**”). THE SERVICE THAT THE COMPANY PROVIDES TO YOU IS SUBJECT TO THE FOLLOWING TERMS OF USE. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. IN COMPLIANCE WITH THE CHILDREN’S ONLINE PRIVACY PROTECTION ACT, YOU MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER TO SUBMIT PERSONAL MEDICAL DATA AND INFORMATION. IN UTILIZING THIS SERVICE, YOU REPRESENT THAT YOU ARE OVER EIGHTEEN (18) YEARS OF AGE. BY ACCESSING THESE TERMS OF USE, YOU ARE VERIFYING THAT YOU HAVE RECEIVED THIS INFORMATION. YOU ACKNOWLEDGE THAT YOU UNDERSTAND, AGREE TO AND ACCEPT THESE TERMS OF USE. IF YOU DO NOT UNDERSTAND, AGREE TO OR ACCEPT THESE TERMS OF USE, YOU MAY NOT ACCESS THIS SITE OR UTILIZE ANY OF THE SERVICES PROVIDED ON OR THROUGH THIS SITE.

ARTICLE 1 — GENERAL

1.1 Access and Use of Service by Patient. Simple Admit, LLC shall provide to you the non-exclusive right to access the Service through Simple Admit, LLC’s website. The Service will process, maintain and store medical data and other information you input (“**Processed Data**”). “**Patient(s)**” shall mean individuals like yourself and/or the legal guardians thereof, who utilize the Service; and the term “**Patient Medical Data**” shall mean your identifiable personal and medical data and any information you, your legal guardian, or someone acting on your behalf enter into the Service pursuant to the terms and conditions provided herein and which will be shared with healthcare providers. “**PHI**” means “Protected Health Information” and includes Patient Medical Data and most of the other information that will be provided.

1.2 Information and Instructions to be Provided to the Patients. Information and instructions for inputting your PHI into the Service are set forth on the website, and are in addition to those instructions already provided to you.

1.3 Limitations of Service. You are solely responsible for all equipment, software and connections to the Internet required to gain access to Simple Admit, LLC’s Simple Admit website and for your PHI.

1.4 Verification of Accuracy and Completeness of Patient Medical Data & PHI. The Service provides functionality that permits you to verify the accuracy and completeness of your Patient Medical Data and PHI. You shall be responsible for the accuracy and completeness of your inputted Patient Medical Data, PHI and Processed Data. Simple Admit, LLC is not responsible for the accuracy and completeness of all PHI and Processed Data, and for verifying such PHI Processed Data with you.

1.5 Email Notice. Patient demographic and health information collected by the Service is strongly protected by firewalls, passwords and encryption to prevent unintended disclosure of such information. Information included in emails or texts may not carry the same level of security because emails and texts cannot be controlled once they leave our secure environment. The risks include, but are not limited to, emails or texts being copied, stored, or forwarded without the knowledge of the sender or receiver. Emails and texts can be misdirected or intercepted. Emails and cell phones can contain harmful viruses, and content can be altered. By agreeing to these Terms of Use, you acknowledge that you understand the inherent risks of using email and texting to communicate personal information, PHI and Patient Medical Data, and you authorize your medical facility,



medical provider and/or Simple Admit, LLC and its service providers to communicate with you at the email address and/or cell number provided by you, your legal guardian, or someone acting on your behalf, concerning your Patient Medical Data, PHI, Processed Data and any other information you provide about your health, conditions, prescriptions, medical or demographic data, procedure(s), instructions, education, billing, patient experience or other information.

ARTICLE 2 — SECURITY AND DATA RIGHTS

2.1 Integrity and Confidentiality of Patient Medical Data and Processed Data. Simple Admit, LLC shall deploy commercially reasonable and available security measures to protect the integrity and confidentiality of your Patient Medical Data, PHI and Processed Data.

2.2 Security. You ensure that you will access and use the Service in accordance with these Terms of Use and all applicable local, state, and federal laws and regulations. You shall also be responsible for: your obligations under these Terms of Use and the restrictions set forth in these Terms of Use; and your use of the Service. Simple Admit, LLC reserves the right to deny or revoke access to the Service, in whole or in part, if Simple Admit, LLC reasonably believes that you are in breach of these Terms of Use or are otherwise using or accessing the Service inconsistent with the Terms of Use.

2.3 Ownership and Use of Patient Medical Data/PHI. You retain all right, title and interest in and to all of your identifiable Patient Medical Data and PHI in compliance with applicable law, including the Health Insurance Portability and Accountability Act of 1996 and all regulations pertaining thereto (collectively, "HIPAA"). By checking the box to move forward with this Simple Admit form, you are providing authorization to Simple Admit, LLC to disclose your Patient Medical Data, PHI or Processed Data to your healthcare providers or in connection with the services Simple Admit, LLC provides on their behalf .

ARTICLE 3 — PROPRIETARY RIGHTS

3.1 Simple Admit, LLC Materials. All materials, including without limitation, the Service, any computer software, web pages, web-based applications, Internet domain names, data or information developed or provided by Simple Admit, LLC, and any ideas, know-how, methodologies, equipment or processes conceived, developed or used to provide the Service or other deliverables or services including, without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights related to such materials (collectively, "**Simple Admit, LLC Materials**") shall be and remain the sole and exclusive property of Simple Admit, LLC.

3.2 General Restrictions. Commercial use of this Service is prohibited. Except as expressly provided in these Terms of Use, you shall not: (a) provide, disclose, divulge or make available to or permit use of the Service by any third party; (b) copy or reproduce all or any part of the Service (except as expressly provided for herein); (c) interfere, or attempt to interfere, with the Service in any way; (d) distribute, market, sell, lease, transfer, license or sublicense the Service; (e) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service, (f) discover or attempt to discover the source code of all or any portion of the Service in any way for any reason; (g) engage in spamming, mailbombing, spoofing or any other fraudulent, illegal or unauthorized use of the Service or Simple Admit, LLC's systems; (h) introduce into or transmit through the Service any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (i) attempt to provide or create a link to the Service, except as authorized by



Simple Admit, LLC; (j) create any frames at any other web sites pertaining to or using any of the information provided by the Service; or (k) engage in or allow any action involving the Service that is inconsistent with these Terms of Use.

ARTICLE 4 — FEES

4.1 Fees. Use of the Service is at no charge to you.

ARTICLE 5 — TERM AND TERMINATION

5.1 Term. These Terms of Use automatically will apply to you as soon as you access and use the Service and will continue for the duration of the Processed Data and your access and use.

5.2 Termination by Simple Admit, LLC. Simple Admit, LLC shall have the right to terminate your access to all or part of this site and our Service at any time, with or without notice.

ARTICLE 6 — WARRANTIES

6.1 Patient's Warranties. You represent and warrant to Simple Admit, LLC that you have the capacity to understand and accept these Terms of Use. Furthermore, you represent and warrant that you are not accessing the service under misrepresentation or false identification. If you are inputting Patient Medical Data, PHI or other information on behalf of another, you warrant and represent that you have the right to provide it and be bound by these Terms of Use for Patient Data, PHI, Processed Data and other information for that other person.

6.2 DISCLAIMER. SIMPLE ADMIT, LLC AND ITS AFFILIATES, SUBCONTRACTORS AND THIRD PARTY LICENSORS, IF ANY, MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE SERVICE PROVIDED TO YOU UNDER THIS AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SIMPLE ADMIT, LLC SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. THE SERVICE IS PROVIDED "AS IS, AND WITH ALL FAULTS." SIMPLE ADMIT, LLC DOES NOT GUARANTEE THAT YOUR ACCESS TO THE SERVICE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. SIMPLE ADMIT, LLC IS NOT A HEALTH SERVICES PROVIDER AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO YOU OF THE SERVICE REGARDING THE COMPLETENESS OR ACCURACY OF THE PATIENT MEDICAL DATA, PHI OR OTHER INFORMATION YOU ENTER OR THE PROCESSED DATA, NOR ANY INTERPRETATION, MEDICAL DECISION OR COURSE OF MEDICAL TREATMENT RELATED THERETO. FURTHER, SIMPLE ADMIT, LLC DOES NOT WARRANT TO YOU THE AVAILABILITY OF THE SERVICE AT ALL TIMES AND SPECIFICALLY EXCLUDES AVAILABILITY DURING SCHEDULED DOWNTIME FOR MAINTENANCE PURPOSES, UNSCHEDULED MAINTENANCE AND SYSTEM OUTAGES, AND/OR UNAVAILABILITY OF THE SERVICE FOR REASONS BEYOND SIMPLE ADMIT, LLC'S CONTROL.

ARTICLE 7 — LIMITATION OF LIABILITY



7.1 SIMPLE ADMIT, LLC AND ITS AFFILIATES, SUBCONTRACTORS AND THIRD PARTY LICENSORS, IF ANY, SHALL NOT BE LIABLE FOR ANY LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF OR DAMAGE TO YOUR PATIENT MEDICAL DATA, PHI, PROCESSED DATA OR OTHER INFORMATION, COST OF COVER, DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICE OR THE PATIENT MEDICAL DATA, PHI AND PROCESSED DATA UNDER THESE TERMS OF USE OR THE SERVICE, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE, EVEN IF SIMPLE ADMIT, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SIMPLE ADMIT, LLC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ANY DELAY IN DELIVERY OR FURNISHING ACCESS TO THE SERVICE OR ANY PATIENT MEDICAL DATA, PHI, OR PROCESSED DATA UNDER THESE TERMS OF USE. SINCE THE SERVICE IS PROVIDED TO YOU AT NO CHARGE, SIMPLE ADMIT, LLC SHALL NOT BE LIABLE UNDER THESE TERMS OF USE FOR ANY DAMAGES OF ANY KIND OR NATURE.

ARTICLE 8 — INDEMNIFICATION

8.1 Patient. Simple Admit, LLC does not have any responsibility for your medical treatment or care. You, and if applicable, your legal guardian or someone acting on your behalf, shall indemnify, defend and hold harmless Simple Admit, LLC, its directors, officers, employees, agents, successors and assigns and defend any action brought against any of them with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, arising out of or relating to: (a) any injury resulting from the use of your Patient Medical Data, PHI or Processed Data; (b) any claim that your Patient Medical Data, PHI and/or Processed Data is inaccurate or incomplete; (c) any non-compliance with the terms of **Section 1.4**; (d) claims that Patient Data, PHI, Processed Data, content or information provided for you, your legal guardian or someone on your behalf infringes the intellectual property rights of a third party; or (e) any breach of these Terms of Use by you, your legal guardian or someone acting on your behalf.

ARTICLE 9 — PRIVACY AND CONFIDENTIALTY

9.1 Privacy Terms. Simple Admit, LLC acknowledges that in carrying out its obligations under these Terms of Use, Simple Admit, LLC and its subcontractors, employees, affiliates, agents, or representatives may have access to your medical records and health information, and Simple Admit, LLC may receive compensation from some providers of services relating to your payment of medical procedures by credit cards or obtaining loans, transportation services, prescriptions savings, texts and emails, and/or your medical providers automated ordering of products required in connection with your medical procedure through links available to you on our website. Except as otherwise provided in these Terms of Use or in any other authorizations provided by you, your legal guardian or someone acting on your behalf, Simple Admit, LLC will take all reasonable precautions necessary to safeguard the confidentiality of your identifiable Patient Medical Data, PHI and Processed Data, which will in no event be less than a reasonable degree of care. Simple Admit, LLC agrees to use reasonable efforts to comply with any local, state or federal law and regulations governing the privacy and confidentiality of the content of your identifiable Patient Medical Data, PHI and/or Processed Data including, without limitation, HIPAA.

ARTICLE 10 — MISCELLANEOUS

10.1 Waiver and Severability. Any waiver or modification of these Terms of Use will not be effective unless



executed in writing and signed by you and Simple Admit, LLC. Simple Admit LLC's failure to enforce, or the delay in enforcing, any of its rights under these Terms of Use will not be deemed to be a waiver or modification of any of its rights under these Terms of Use or any applicable laws. If any provision of these Terms of Use is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of the Terms of Use.

10.2 Governing Law; Jurisdiction. These Terms of Use will be interpreted and construed in accordance with the laws of the State of New York, without regard to conflict of law principles to the extent they would result in the application of the laws of any other jurisdiction. All disputes arising out of or relating to these Terms of Use, Patient Medical Data, PHI, Processed Data or any other information shall be brought only in the district and federal courts located in Onondaga County, New York. **YOU, OR IF APPLICABLE, YOUR LEGAL GUARDIAN OR PERSON ACTING ON YOUR BEHALF HEREBY EXPRESSLY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN ONONDAGA COUNTY, NEW YORK.**