

Terms of Use

Subscriber (Patient)

Bodhi Medical Care, LLC

LAST UPDATED: March 13, 2012

BODHI MEDICAL CARE, LLC SUBSCRIBER (PATIENT) TERMS OF USE

Welcome to Bodhi Medical Care, LLC's website (the "Website"). Bodhi Medical Care, LLC ("Bodhi," "we" or "us"), provides the Website and internet-based services offering secure, private personal medical information storage, on-line healthcare information, patient education, and related products, services and content (collectively the "Bodhi Online Services").

PLEASE READ THIS AGREEMENT CAREFULLY. IT IS A LEGALLY BINDING CONTRACT. BY CLICKING "I AGREE" AND ACCESSING OR USING THE WEBSITE AND BODHI MEDICAL CARE, LLC ONLINE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER, THAT YOU HAVE PROVIDED TRUE, ACCURATE, CURRENT AND COMPLETE INFORMATION (INCLUDING, WITHOUT LIMITATION AN ACCURATE EMAIL ADDRESS) DURING YOUR ONLINE OR IN-OFFICE REGISTRATION, AND THAT AGREE TO COMPLY WITH AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE SUBSCRIBING ON BEHALF OF A MINOR, YOU REPRESENT AND WARRANT THAT YOU ARE THE PARENT OR LEGAL GUARDIAN OF THE MINOR. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE WEBSITE, BODHI ONLINE SERVICES AND/OR ANY OF THEIR COMPONENTS.

1. Terms of Use. The Bodhi Online Services are offered to you under, and you agree to be bound by, the terms and conditions set forth in the following Terms of Use. The Bodhi Online Services are only available to users that have an existing patient-healthcare provider relationship with a physician or other healthcare provider that is a subscriber to the Bodhi Medical Care, LLC Services ("Provider"). We reserve the right to update or change these Terms of Use at any time and for any reason by posting the modified Terms of Use. Your continued use constitutes your agreement to comply with and be bound by any such revisions and you should therefore periodically visit this page of the website and print the latest version of the Terms of Use for your records. The date of the last update to these Terms of Use is stated at the top of this document.

For purposes of this Terms of Use, the term "Bodhi Medical Care, LLC Payor" shall mean a healthcare insurer or other entity that reimburses Providers for health services.

2. Registration and Account Security. In order to access and use the Website and Bodhi Online Services, you must first register with the Website.

Step 1: You must provide true and correct registration information including, without limitation, your first and last name and date of birth. After you submit the required registration information, we will send a confirmation code to the email address you provided during registration.

Step 2: Enter the confirmation code sent to your email address.

Step 3: Create a unique user name and password (collectively, your “Login”), and select and answer three (3) account security questions. The account security questions will be used to verify your identity in the event that you forget your Login.

Step 4: PayPal verification. You must enter the credit card number of the responsible party for insurance purposes (i.e., the individual who is the primary holder of your medical insurance—typically, either you or your spouse). You will be charged \$1. If the information provided during this step does not match the information previously provided during registration, or if the credit card charge is declined, your account will not be activated. All payments are processed using PayPal and are subject to the terms and conditions of PayPal’s services. Please visit [PayPal.com](https://www.paypal.com) for more details.

Once you have successfully registered and activated your account, you will be able to access and use the Bodhi Medical Online Services. You are solely responsible for any and all activity that occurs on the Website and any use of the Bodhi Online Services using your Login. You must maintain the security of your Login. You agree to prohibit anyone else from using your Login and immediately notify Bodhi Medical Care, LLC of any unauthorized use of your Login or other security concerns of which you become aware.

3. Use of Bodhi Online Services.

NOT FOR EMERGENCIES. The Bodhi Online Services are not intended for use during medical emergencies or urgent situations. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR PROVIDER OR 911 IMMEDIATELY.

Except for the one-time \$1 account activation fee, Bodhi Medical Care, LLC does not charge you for your use of some of the Bodhi Online Services, such as access to your or your child’s patient profile, account information or online office visit preregistration. However, as described below, Bodhi Medical Care, LLC may charge you for access to some of the Bodhi Online Services.

Free Services: Using your Login, you will be able to update your patient profile at any time. In addition, Bodhi Medical Care, LLC may provide you with the ability to preregister online for your or your child’s upcoming health visit. In this section you may be asked to answer clinically-derived questions based upon your general symptoms and/or conditions for assessment by your Provider. In addition, you may be asked to prepay your copayment for your upcoming visit.. This service is provided for your convenience and should you opt not to prepay your copayment you will be asked to pay any applicable copayment as set by your insurance or government program agreement at the time of your medical visit.

Annual Membership: Bodhi Medical Care, LLC supports patients in being proactive in their healthcare. For access to certain patient health information, such as patient medical records, Bodhi Medical Care, LLC reserves a right to charge an annual membership fee. Following your account activation, you will receive a 30-day free trial membership. At the end of your 30-day free trial, you will be given the opportunity to continue your membership by paying the annual membership fee. Bodhi Medical Care, LLC reserves the right to change the annual fee without any notice. Bodhi Medical Care, LLC developed the Bodhi Online Services an extra convenience service to the existing patients or their caregivers, and Bodhi Medical Care, LLC does not receive any reimbursement for provision of such services by health insurance or government programs.

Fees for Account Verification: In the event that you forget your Login, we reserve the right to charge a One Dollar (\$1) account verification fee via PayPal. The information you provide during the verification process must match the information we have on file for you. This account verification process is intended to prevent unauthorized access to your Login.

Bodhi Medical Care, LLC is not responsible for determining the coverage status of any services provided. Should certain entities cover some of the cost of the medical health information access fee please advise Bodhi Medical Care, LLC of such coverage. You can also submit the bill for the payment for such fee to your insurer requesting reimbursement.

4. Medical Disclaimers. THE WEBSITE AND BODHI ONLINE SERVICES DO NOT OFFER MEDICAL ADVICE AND NOTHING CONTAINED IN THE CONTENT IS INTENDED TO CONSTITUTE PROFESSIONAL ADVICE FOR MEDICAL DIAGNOSIS OR TREATMENT. Neither the Bodhi Online Services, nor the Website nor these Terms of Use should be construed, directly or indirectly, as the practice of medicine or dispensing of medical services by Bodhi Medical Care, LLC Online Services or any Bodhi Medical Care, LLC Payor. Your Provider, whether an employee, independent contractor or agent of any Bodhi Medical Care, LLC Payor, is solely responsible for his/her independent health care treatment decisions. Bodhi Medical Care, LLC Payors do not make any treatment decisions.

5. Your Responsibilities. It is your responsibility to enter and confirm the personal information that has been added to your account, and to keep your data current, accurate and complete. Bodhi Medical Care, LLC and Bodhi Medical Care, LLC Payors do not guarantee that any information available through the Website and/or Bodhi Online Services is 100% accurate information and/or is the appropriate course of treatment for your particular health care problem. YOU AGREE TO CONTACT YOUR PROVIDER IMMEDIATELY SHOULD HAVE ANY QUESTION ABOUT THE CONTENT, QUALITY OR ACCURACY OF ANY INFORMATION FOUND THROUGH BODHI MEDICAL CARE, LLC ONLINE SERVICE OR SHOULD YOUR CONDITION CHANGE OR YOUR SYMPTOMS WORSEN. BODHI MEDICAL CARE, LLC DOES NOT SCREEN, EVALUATE, OR ENDORSE ANY INFORMATION SUBMITTED BY YOUR PROVIDER. YOU ARE SOLELY RESPONSIBLE FOR ESTABLISHING AND MAINTAINING THE RELATIONSHIP WITH YOUR PROVIDER (AND CONFIRMING OR EVALUATING ANY DISPUTED OR QUESTIONABLE HEALTH INFORMATION.

Usage Rules. We reserve the right to deny you access to any and all parts of the Website and/or Bodhi Online Services for any reason and at our sole discretion. You may never use, allow or enable others to use the Website and/or Bodhi Online Services to do or attempt to do any of the following:

- Violate any laws, regulations, judicial or governmental order or our rights or the rights of any other person;
- Impersonate any third party;
- Engage in conduct that is or could be considered libelous, defamatory, harmful, harassing, intimidating, threatening, or otherwise objectionable;
- Use the Website and/or the Bodhi Online Services for posting or otherwise using malicious or unauthorized code (e.g., viruses, time bombs, cancel bots, worms, Trojan horses or spyware) or other potentially harmful material or information or in any way interrupt, damage, interfere with, destroy or limit the functionality of any computer software or hardware or communication equipment, including the Website;

- Gain unauthorized use of the Website, the Bodhi Online Services, other users' accounts, names, Logins, personal information or use the Website or Bodhi Online Services in any manner which violates or is inconsistent with the provisions or spirit of our Terms of Use;
- Modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Website or Bodhi Online Services or the rights or use and enjoyment thereof by any other person;
- Use the Website or Bodhi Online Service for commercial or business purposes; or
- User any robot, spider, or other automated means to access the Website or Bodhi Online Services for any reason without our prior written consent.

6. Educational Resources and Third-Party Links. Your Provider may send you information regarding common medical and health related topics or preventive care messages containing specific medical and health related information, links to third-party websites. Additionally, Bodhi Medical Care, LLC may make available third-party self-care informational services that provide general medical and health information. These communications and resources are not comprehensive medical information, and do not include all the relevant information regarding the subject matter. These communications and resources are for general educational and informational purposes only, and should not be relied upon as a substitute for patient-specific medical diagnosis and treatment or healthcare consultation or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by Bodhi Medical Care, LLC. Such information is not a substitute for seeing an appropriate healthcare professional for medical treatment. The information contained these communications and available via third-party links is compiled from a variety of sources and should not be considered authored by Bodhi Medical Care, LLC unless specifically indicated. Bodhi Medical Care, LLC make no warranty as to the content of these third-party materials or the information contained therein unless specifically indicated. Although the Bodhi Medical Care, LLC may include links providing direct access to third-party Internet sites as a convenience, the inclusion of a link does not imply endorsement of the linked site by Bodhi Medical Care, LLC. Bodhi Medical Care, LLC takes no responsibility for the content or information contained on those other sites, and does not exert any editorial or other control over those other sites. Nor does Bodhi Medical Care, LLC take responsibility for the privacy policies and practices of these third-party links.

7. Intellectual Property. With the exception of your personal information and patient health records, Bodhi Medical Care, LLC or its licensors (as applicable) retain all right, title and interest in and to the Website, the Bodhi Online Services and all Content. "Content" includes, but is not limited to, documentation, software, code, design, text, images, photographs, illustrations, animations, audio, video, audiovisual materials, art, graphic material, databases, patents, logos, trademarks, service marks, trade names and the selection, sequence, "look and feel" and arrangement of items and all copyrightable or otherwise legally protectable elements of the Website and/or Bodhi Online Services. The Website, Bodhi Online Services and all Content is protected by United States copyright, trademark, and other intellectual property laws. Bodhi Medical Care, LLC hereby grants you a limited, revocable, non-transferable and non-exclusive license limited solely to viewing or downloading a single copy of the materials available on the Website and to use the Website and Bodhi Online Services solely for your personal, noncommercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the information owned by Bodhi Medical Care, LLC or its licensors received through the Bodhi Online Services to anyone. Any copy made of information obtained through the Website must include the copyright notice. You retain ownership of all Content that is use (including, for example, your patient health information and medical records), but by registering with and using the Website and Bodhi Online Services you grant to Bodhi Medical Care, LLC an unconditional,

irrevocable, transferable, royalty-free, worldwide license to use ad display such content via the Bodhi Online Services.

8. Disclaimers; Limitation of Liability; Indemnification.

General Disclaimers. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE AND/OR BODHI ONLINE SERVICES IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS OR SERVICES CONTAINED ON OR PROVIDED THROUGH THE WEBSITE AND/OR BODHI ONLINE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW BODHI MEDICAL CARE, LLC AND ITS MEMBERS, AFFILIATES, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES (COLLECTIVELY, "BODHI PARTIES") HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS. WITHOUT LIMITING THE FOREGOING, THE BODHI PARTIES MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE WEBSITE AND/OR BODHI ONLINE SERVICES AND/OR ANY INFORMATION CONTAINED THEREIN (INCLUDING, WITHOUT LIMITATION, ANY MEDICAL HISTORY INFORMATION) AND THE BODHI PARTIES SHALL HAVE NO LIABILITY TO YOUR OR ANY THIRD PARTY AS A RESULT OF YOUR USE OF SUCH INFORMATION.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE BODHI PARTIES OR BODHI MEDICAL CARE, LLC PAYORS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE ANNUAL FEE CHARGED FOR MEMBERSHIP. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE BODHI PARTIES OR THE BODHI MEDICAL CARE, LLC PAYORS BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INTERRUPTION OF SERVICE OR LOSS OF DATA, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR THE BODHI ONLINE SERVICES OR ANY MATERIAL OR INFORMATION CONTAINED IN, OR ACCESSED THROUGH THE WEBSITE OR BODHI ONLINE SERVICES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF BODHI MEDICAL CARE, LLC IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. THE BODHI PARTIES AND BODHI MEDICAL CARE, LLC PAYORS ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, WHICH MAY RESULT FROM YOUR USE OR MISUSE OF THE WEBSITE OR ITS CONTENTS OR THE BODHI ONLINE SERVICES. TO THE EXTENT CERTAIN JURISDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY, SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS.

Indemnification. You agree to indemnify, defend and hold harmless the Bodhi Parties and Bodhi Medical Care, LLC Payors from and against all losses, liability, expenses, damages and costs, including reasonable attorney's fees, arising out of or related to any breach by you of these Terms of Use, your relationship with your Provider, any negligent or wrongful action or omission by you related to your use of the Website and/or the Bodhi Online (including, without limitation, infringement of third party intellectual property rights or negligent or wrongful conduct by you or any other person accessing your account). The foregoing indemnification provisions are for the benefit of Bodhi Medical Care, LLC, Bodhi Medical Care, LLC Payors and their respective affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

9. Privacy. Bodhi Medical Care, LLC respects your privacy and takes privacy very seriously. By accepting this Terms of Use, you consent to the use and disclosure of personally identifiable information provided to us as outlined in our [Privacy Policy](#), which is incorporated herein by reference.

10. General Legal Provisions.

Operation and Record Retention. Bodhi Medical Care, LLC reserves complete and sole discretion with respect to the operation of the Website and Bodhi Online Services. Bodhi Medical Care, LLC may, among other things withdraw, suspend or discontinue any functionality or feature of the Website or Bodhi Online Services at any time and without notice to you. Bodhi Medical Care, LLC is not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers.

Termination. Either you or Bodhi Medical Care, LLC may terminate this Terms of Use and your right to use the Bodhi Online Services at any time, with or without cause, and that termination may be communicated to your Provider. In the event that the relationship between Bodhi Medical Care, LLC and your Provider is terminated, Bodhi Medical Care, LLC may communicate that to you. This Terms of Use and the licenses granted hereunder shall terminate without notice in the event you (or any authorized person using your account) fail to comply with the terms and conditions of this Terms of Use. Upon any termination, you will destroy all copies of Bodhi Medical Care, LLC materials in your possession and cease any access to or use of the Bodhi Medical Care, LLC Online Services. In the event your access to and use of the Website and Bodhi Online Services terminates, you will not receive a refund of your activation fee or any annual fee(s) previously paid by you.

Notice. Bodhi Medical Care, LLC may provide notice to you by e-mail to the e-mail address you provided during registration, by a general notice on the Web site, or by written communication delivered by first class U. S. mail or express courier to your address on record in the Bodhi Online Services. In the event that we must notify you regarding a potential unauthorized disclosure of your personal health information, we may do so via email. You may give notice to Bodhi Medical Care, LLC at any time via electronic mail to yourdoctor@mybodhi.com or by letter delivered by first class postage prepaid U. S. mail or overnight courier to Bodhi Medical Care, LLC, 330 West 58th Street, Suite 414, New York, NY, 10019, Attn: Chief Executive Officer.

Severability. The provisions of this Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

Entire Agreement. This Terms of Use, together with the [Privacy Policy](#), any Bodhi Medical Care, LLC rules or policies referred to herein, represents the complete agreement between you and Bodhi Medical Care, LLC concerning the subject matter hereof, and it replaces all prior oral or written communications concerning such subject matter. Bodhi Medical Care, LLC may modify this Terms of Use as set forth above.

Assignment. You may not assign, transfer or delegate all or any portion of your rights or obligations under this Terms of Use without Bodhi Medical Care, LLC's prior written consent. Bodhi Medical Care, LLC may freely transfer, assign or delegate all or any part of this Terms of Use, and any rights and duties hereunder. This Terms of Use will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

Waiver. Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms of Use, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

Governing Law. This Terms of Use shall be governed by and construed in accordance with the laws of the State of New York state without giving effect to any choice of law rules or principles. Any cause of action or claim you may have arising out of or relating to this Agreement or your use of the Bodhi Online Services shall be brought in the state or federal courts located in New York County, in New York State and must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the Bodhi Online Services or Website.

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