

MyPatientSite Terms of Service

Last Updated: October 2016

Welcome to the MyPatientSite website. MyPatientSite is a service offered by EZBIS, Inc. ("**EZBIS**"). EZBIS provides this website ("**Website**") to you for your convenience and in order to provide you the ability to access certain health related information and services.

Your access to this Website is subject to your agreement with these Terms of Service ("**Terms**") (including our [Privacy Policy](#)). These Terms together with our [Privacy Policy](#) constitute the agreement between you and EZBIS regarding use of this Website ("**Agreement**").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF SERVICE BELOW. PLEASE PRINT A COPY OF THESE TERMS & CONDITIONS OF USE FOR YOUR REFERENCE.

[Modifications to this Agreement](#)

You can review the most current version of the Terms at any time at this page.

EZBIS reserves the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

[No Medical Advice](#)

Any content made available to you on this website is to be used for informational purposes only. You acknowledge that the content is in no case to be used as a substitute for professional medical advice nor is it intended to be relied upon by any person or entity for purposes of medical diagnosis or treatment.

If you are a patient or authorized representative of a patient, certain content may consist of your identifiable health information maintained in your electronic health records maintained by your practice provider. EZBIS is not your provider and therefore you acknowledge that EZBIS has no responsibility or liability for the identifiable health information maintained by your provider. If you have any questions or concerns about the identifiable health information in your electronic health record, please contact your practice provider to discuss.

Website Content and Access

EZBIS reserves the right without prior notice to discontinue any services or content available on this Website, or otherwise change specifications at any time without incurring any obligations to you or any other party.

Privacy Policy

Access to this Website may be monitored from time to time by EZBIS. Your use of this Website constitutes your consent to such monitoring and data collection as set forth in our [Privacy Policy](#).

Ownership

EZBIS gives you a limited, revocable, non-transferable and non-exclusive license limited solely to viewing or downloading your health information and other documents provided by your health care provider and to use the Website solely for your personal, noncommercial use. With the exception of your personal and health information, EZBIS retains all right, title and interest in and to any EZBIS intellectual property and any content, products, documentation, software or other materials on the Website, and any patent, copyright, trade secret, trademark, service mark or other intellectual property or proprietary right therein. Except as explicitly stated in this section, you agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the information owned by EZBIS.

Submissions

Certain portions of the Website may permit and facilitate communications via the Website between patients and health care providers, which will be kept confidential as required by law.

Restrictions

You are specifically restricted from all of the following

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being access by you and EZBIS, Inc. may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well. Minors or people below 18 years old are not allowed to use this Website.

Third-Party Websites

This Website may contain links to, or be accessed through links on, websites managed and operated by or on behalf of third parties (including your health care provider) or other third party entities. These third parties are separate and independent entities and are not agents of EZBIS. EZBIS does not have control over such third party websites or the content of such websites. As a result, EZBIS does not have responsibility for the information, misinformation, errors, availability, operation or performance of any such third party website to which this Website may link or from which this Website may be accessed.

Warranty Disclaimer

This Website is provided “as is,” with all faults, and EZBIS, Inc. express no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

Limitation of Liability

In no event shall EZBIS, Inc., nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. EZBIS, Inc., including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

Indemnification

You hereby indemnify to the fullest extent EZBIS, Inc. from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

Assignment

The EZBIS, Inc. is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Entire Agreement

These Terms constitute the entire agreement between EZBIS, Inc. and you in relation to your use of this Website, and supersede all prior agreements and understandings.

Governing Law & Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the State of Louisiana, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Louisiana for the resolution of any disputes.

Contact Us

If you have any questions about the Terms of Service, please contact us at:

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Email: info@ezbis.com