



PracticeAdmin, LLC

Terms of Service

1. **These terms of service ("Terms") govern each user's ("user" or "you" or "your") access to and use of all services provided by PracticeAdmin, including the PracticeAdmin platform and the website at <https://www.practiceadmin.com> (the "PracticeAdmin Site"), as well as our occasional newsletter (collectively, the "Services"), as well as any information, files or other materials uploaded, downloaded, transmitted or appearing on the Services (collectively referred to as "Content"). The Services are owned and provided by PracticeAdmin, LLC. ("PracticeAdmin" or "we" or "us").**

Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms.

By registering with the Services, uploading or downloading Content, or otherwise actively using the Services, you agree to be bound by these Terms. If you use the PracticeAdmin platform, you may be required to agree to additional terms and conditions specific to the PracticeAdmin platform, including those in the PracticeAdmin Subscriber Agreement.

If there is a conflict between these Terms and our Privacy Statement, then the Privacy Statement shall control. If there is a conflict between these Terms and the terms and conditions in the PracticeAdmin Subscriber Agreement, the Subscriber Agreement shall control. Any capitalized term used but not defined in these Terms has the meaning given in the applicable Subscriber Agreement.

WAIVER OF JURY TRIAL. BY ACCEPTING THESE TERMS, YOU AGREE TO AN ARBITRATION CLAUSE THAT REQUIRES ANY DISPUTES TO BE RESOLVED BY AN INDEPENDENT ARBITRATOR INSTEAD OF BY A JUDGE OR JURY. PLEASE READ THE ARBITRATION PROVISION AS IT AFFECTS YOUR RIGHTS UNDER THESE TERMS.

2. Access

Enterprise Access. If you access or use the Services as an employee, contractor, or agent of an entity that has entered into a separate subscriber or services agreement with PracticeAdmin (a "Customer"), you do so solely on behalf of that Customer and not in your individual capacity. Your access to and use of the Services is subject to the Customer's Subscriber Agreement with PracticeAdmin, which governs all matters relating to Customer Data, Patient Information, Protected Health Information, and permitted data uses. By accessing the Services on behalf of a Customer, you represent that you are authorized by the Customer to do so and that your actions within the Services are undertaken solely in your capacity as an Authorized User of the Customer.

General Access. You are responsible for your use of the Services, for any Content you post to or distribute through the Services, and for any consequences thereof. You are responsible for the actions of each person who uses your account, whether or not you have expressly authorized that person to use your account. The Content you submit, post, or display may be viewed by other users of the Services and through third party services

and websites. You should only upload, share or transmit Content that you have the right to upload, share or transmit, and that you are comfortable sharing with others under these Terms. By uploading Content to the Services, you irrevocably grant us a perpetual, irrevocable, royalty-free, worldwide license to transmit, copy and use that Content, and create derivative works thereof, as we deem necessary and appropriate ("Content License").

Notwithstanding anything to the contrary, the Content License granted under these Terms does not apply to Customer Data (as defined in the applicable Subscriber Agreement), which is governed exclusively by the Subscriber Agreement and any applicable Business Associate Agreement.

You may use the Services only if you are 18 years old or older. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services are always evolving and the form and nature of the Services may change from time to time without prior notice. In addition, PracticeAdmin may stop (permanently or temporarily) providing the Services or any features within the Services to you or to other users without notice. PracticeAdmin also retains the right to create limits on use and storage at PracticeAdmin's sole discretion at any time without prior notice.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising on the Services are subject to change. In consideration for granting you access to and use of the Services, you agree that PracticeAdmin and its partners and advertisers may place advertising on the Services or in connection with the display of Content or information from the Services submitted by you or others.

3. Privacy

Any personally-identifiable information and other Content that identifies you ("Personal Data") is subject to our [Privacy Statement](#), which governs our collection and use of your Personal Data. California residents are also subject to the provisions entitled "Your California Privacy Rights." You consent to the collection and use of Personal Data, including the transfer of Personal Data between you (wherever you may be) and us (which means each location from which we Provide our Services), including any transfer of Personal Data between countries, for storage, processing and use by PracticeAdmin and by others.

As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, which you may not be able to opt-out from receiving so long as you receive the Services.

In order to use some features of the Services, you may need to "opt-in" to receiving text message or other communications from others. You agree to initiate text messages or other communications with others only after you have received their permission to do so

or are otherwise permitted to do so under local, state, and Federal rules, laws, and ordinances. You further agree to stop sending text messages or other communications to others after receiving such a request.

4. Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use “strong” passwords (longer passwords that may use a combination of upper and lower case letters, numbers and symbols, or pass phrases) with your account. We may also change our password recommendations and requirements and other requirements for user credentials to reflect any changes in our security protocols. PracticeAdmin will not be liable for any loss or damage arising from any other person using your account.

5. Content on the Services

The Services include a platform for transmitting and posting communications between you and others. Each such communication is Content. All Content, whether publicly or privately transmitted or posted, is the sole responsibility of the person who posts or transmits the Content. We do not monitor or control the Content posted via the Services and we are not responsible for Content. Any use or reliance on any Content or other materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services.

We or our users may use the Services to provide information or discussion on a variety of topics, including news, information regarding our services, and other topics of interest to our community of users. We do not endorse any particular advice or recommendations which may be made via the Services, and we strongly recommend that you seek the advice of an appropriate professional before making any decisions as a result of using the Services.

We do not endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, Content that has been mislabeled or is otherwise deceptive. Under no circumstances shall PracticeAdmin be liable for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

If you see any Content on the Services that you consider offensive or that you think may violate these Terms of Service, please contact us at legal@practiceadmin.com so that we may review it. While we have the right to delete or remove from public view any Content for any reason, we also reserve the right not to remove Content that some users consider offensive or in violation of the Terms of Service, but which we do not consider offensive or in violation of the Terms of Service.

6. Your Rights

You retain ownership or other rights you may have to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us the Content License, as stated above.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that the Content you submit may be rebroadcast or distributed by us, by our partners, and by the recipients of your Content. If you do not have the right to submit Content for such use, it may subject you to liability. PracticeAdmin will not be responsible or liable for any transmission or use of your Content. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

7. PracticeAdmin's Rights

All rights, titles, and interests in and to the Services are and will remain the exclusive property of PracticeAdmin and its licensors (including other users). The Services are protected by copyright, trademark, and other laws of the United States and other countries around the world. You may not make any copies of content other than your own Content, and you may not make derivative works based on the Services. Nothing in the Terms gives you a right to use the PracticeAdmin name or any of PracticeAdmin's trademarks, logos, domain names, or other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding PracticeAdmin or the Services is entirely voluntary and PracticeAdmin will be free to use your feedback, comments or suggestions as we see fit and without any obligation to you.

8. Restrictions on Content and Use of the Services

We reserve the right at all times (but we do not have the obligation) to remove or refuse to distribute any Content on the Services and to terminate users and reclaim user names. We also reserve the right to access, read, preserve, and disclose any Content or other information for any reason in our sole discretion, including without limitation to satisfy any applicable law, regulation, legal process or governmental request, enforce the Terms, including investigation of potential violations hereof, detect, prevent, or otherwise address fraud, security or technical issues, respond to user support requests, or protect the rights, property or safety of PracticeAdmin, its users and the public.

You may not do any of the following while accessing or using the Services:

- access, tamper with, or use non-public areas of the Services, PracticeAdmin's computer systems, or the technical delivery systems of the website's systems;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- access or search or attempt to access or search the Services by any means

- (automated or otherwise) other than through our currently available interfaces published by PracticeAdmin (and only pursuant to those interfaces), unless you have been specifically allowed to do so in a separate written agreement signed by PracticeAdmin;
- forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
 - interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

9. Intellectual Property Policy

PracticeAdmin respects the intellectual property rights of others and expects users of our Services to do the same. We will respond to notices of alleged copyright or other intellectual property infringement that comply with applicable law (including the Digital Millennium Copyright or "DMCA" at 17 U.S.C. §512) and are properly provided to us. If you would like the benefit of your legal protections under the DMCA, please review the DMCA to ensure your compliance.

If you believe that your Content has been copied in a way that constitutes copyright infringement or the infringement of other intellectual property rights, please send us a written request to remove the allegedly-infringing Content ("takedown notice"). Each takedown notice must be in English and include the following information:

- Identification of the work claimed to have been infringed.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled.
- Information reasonably sufficient to permit us to locate the material (e.g., a detailed uniform resource locator or "URL").
- Your contact information, including your postal address, telephone number, and an email address.
- A statement by you that you have a good faith belief that use of the Content or other material in the manner complained of is not authorized by the copyright owner or other owner, its agent, or the law.
- A statement that the information in the notice is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner or other owner.
- A physical or electronic signature of the copyright owner, other owner, or a person authorized to act on their behalf.

On our receipt of a takedown notice, we may publish the takedown notice to the general public, or provide a copy of the takedown notice to the user that uploaded or provided the Content accused to be infringing ("Accused Content"). For any takedown notice that is subject to the provisions of the DMCA, the original provider of the Accused Content may have the right to send a notice to us (called a "counter notice") demanding that the Accused Content be restored to the Services.

In compliance with the DMCA or other applicable law, we may implement any takedown notice by removing the Accused Content or other material from public view on the Services, and we may implement any counter notice by restoring the Accused Content or other material to public view on the Services. In either case, PracticeAdmin shall bear no liability to you or anyone else for the posting, removal or re-posting of any Accused Content.

Independent of the DMCA and any other applicable laws or regulations, we reserve the right to remove any Accused Content without prior notice, at our sole discretion, and without liability to you or anyone else. In appropriate circumstances, PracticeAdmin will also terminate a registered user's account if we determine the registered user to be a repeat infringer.

Our designated copyright agent for sending takedown notices and counter notices is:

PRACTICEADMIN, LLC

Attn: Privacy

222 West Main Street, Belleville, IL 62220, USA

Email: legal@practiceadmin.com

10. The Services are Provided "As-Is" and "As Available"

YOUR ACCESS TO AND USE OF THE SERVICES AND ANY CONTENT IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, PRACTICEADMIN, ITS PARTNERS AND THEIR LICENSORS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND THE CONTENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT THEREON. PRACTICEADMIN SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, LOSS OF MONEY, LOSS OF BUSINESS OPPORTUNITY, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, OR ANY CONTENT. YOU ALSO AGREE THAT PRACTICEADMIN HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR

REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PRACTICEADMIN, THROUGH THE SERVICES, OR OTHERWISE, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN.

11. Links

The Services may contain links to or integration with third-party websites, software, or resources ("third party systems"). You acknowledge and agree that PracticeAdmin is not responsible or liable for the availability or accuracy of such third party systems, or the content, products, or services on or available from such third party systems. Links to such third party systems do not imply any endorsement of such third party systems or the content, products, or services available from such third party systems. You acknowledge sole responsibility for and assume all risk arising from your use of any such third party systems.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRACTICEADMIN, ITS PARTNERS, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, DATA, USE, GOOD WILL, OR OTHER LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PRACTICEADMIN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

14. Indemnification

You agree to indemnify and hold us harmless for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of the Services, including any breach by you of the Terms or any allegation that you have infringed the intellectual property rights or other rights of another person. This indemnity obligation shall survive any termination or expiration of these Terms or your use of the Services.

15. Survival

The provisions of these Terms relating to indemnification, exclusions and limitations of damages and liability, warranty and representations, exclusions of warranty, and any other provisions which, by their nature, are intended to survive the expiration or the earlier termination of these Terms shall remain in effect following any termination or expiration of these Terms for any reason.

16. Waiver and Severability

The failure of either party to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

17. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the substantive and procedural law of the State of Illinois, and the federal law of the United States, without regard to or application of any conflict of laws principles or rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Any controversy or claim between the parties or arising out of these Terms or any Services shall be determined by one arbitrator in binding arbitration administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules. We anticipate that you may be geographically distant from our offices. Accordingly, to reduce the cost of resolving any dispute, all arbitration hearings will be conducted by video conference or audio conference. The arbitral award will be final and binding, and may be entered and enforced in any court of competent jurisdiction.

18. Entire Agreement

These Terms govern general access to the Services and do not replace or supersede any Subscriber Agreement, Order Form, or Business Associate Agreement executed between PracticeAdmin and a Customer, which shall control in the event of any conflict.

We may revise these Terms from time to time and post the revised version of the Terms on the Services. If the revision, in our sole discretion, is material we may notify you via an e-mail to the email address associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

If you have any questions about these Terms, please contact PracticeAdmin at:

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19. Revision History

Date of this revision: January 23, 2025

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