

## MID ATLANTIC RETINA

### Website Terms and Conditions

By using Mid Atlantic Retina's website (including, but not limited to, its Patient Portal), you agree to the following Terms and Conditions applicable to such use. You further agree that the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute that might arise between you and Mid Atlantic Retina concerning the use of this website.

#### Disclaimer

THE INFORMATION AND ANY REFERENCE MATERIALS POSTED TO THIS WEBSITE BY MID ATLANTIC RETINA IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES. SUCH INFORMATION SHOULD NOT BE CONSIDERED OR CONSTRUED AS MEDICAL ADVICE OR USED FOR TREATMENT PURPOSES AND IS NOT INTENDED TO REPLACE CONSULTATION WITH A QUALIFIED MEDICAL PROFESSIONAL. THIS SITE IS NOT DESIGNED TO AND DOES NOT PROVIDE MEDICAL ADVICE, PROFESSIONAL DIAGNOSIS, OPINION, TREATMENT OR SERVICES TO YOU OR TO ANY OTHER INDIVIDUAL. MID ATLANTIC RETINA IS NOT LIABLE OR RESPONSIBLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCT YOU OBTAIN THROUGH THIS SITE. **IF YOU BELIEVE YOU HAVE A MEDICAL EMERGENCY, YOU SHOULD IMMEDIATELY CALL 911 OR PROCEED TO THE NEAREST EMERGENCY ROOM.**

#### Security Safeguards; Assumption Of Risk

This website is protected by certain security safeguards aimed at preventing the unauthorized use or access to users' confidential information. Such safeguards include, without limitation, SSL and HTTPS encryption.

While Mid Atlantic Retina has implemented safeguards to protect the security of its website and any information disclosed by its patients (and prospective patients) on the website, no system can guard against all risks, especially those resulting from intentional intrusion or inadvertent disclosure of information. Furthermore, telecommunications and website hosting providers cannot guarantee that their services will be provided without error or interruption. **ACCORDINGLY, YOU HEREBY EXPRESSLY ASSUME THE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF ANY SERVICE RELATED TO USE OF THIS WEBSITE.**

Once information is received by Mid Atlantic Retina through the website or otherwise, your medical information will be treated in compliance with the Health Insurance Portability and

Accountability Act of 1996 (“HIPAA”), and regulations promulgated thereunder, and will be given the same protection that all other Mid Atlantic Retina medical records are given.

### **Website Forms**

New patients will be directed to complete the Patient Forms available on the website. The completion and submission of these forms through the website is protected by HIPAA-compliant encryption software.

The Patient Forms submitted through this website will be received by a qualified Mid Atlantic Retina staff member subject to duties of confidentiality. The information received will become part of your permanent medical record on file with Mid Atlantic Retina and will be available to current and future Mid Atlantic Retina staff members who are involved in your care. .

### **Website Messaging – Contact Form**

#### **THE WEBSITE CONTACT FORM IS NOT INTENDED TO DISCUSS YOUR HEALTH INFORMATION.**

The website Contact Form provides a convenient method by which individuals can request non-urgent information from Mid Atlantic Retina unrelated to specific healthcare needs. It is not intended as a communication system between you and your physician. Messages received through the Contact Form will be received by one of Mid Atlantic Retina’s administrative staff members and routed to the appropriate department as necessary for handling. If you wish to speak with your physician directly concerning your healthcare, you can use the Patient Portal or contact the office by phone.

Messages you send via the Contact Form may become part of your permanent medical record at the sole discretion of Mid Atlantic Retina and your physician. If such messages are made part of your permanent medical record, they will be accessible to current and future Mid Atlantic Retina staff members who are involved with your care.

**YOU MUST NOT SEND ANY MESSAGES REQUIRING URGENT ATTENTION USING THE WEBSITE.** Contact Form communications will not be reviewed on a regular basis. Using the Contact Form for urgent messages may result in a delay to you receiving necessary medical advice and treatment, which could result in loss of life, permanent injury or significant deterioration of your health. **If you believe that you have an urgent medical matter, you should call 911 immediately or proceed to the nearest emergency room.** If the matter is not urgent, but you need a response in less than three (3) business days, please contact the office directly by telephone during our regular business hours.

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Failure to comply with any of the Terms and Conditions contained herein may result in revocation of your license, including the right to access information through the Patient Portal. Mid Atlantic Retina reserves the right to report violations of law to appropriate law enforcement agencies and to pursue all other rights and remedies available to it under civil or criminal law.

### **Links to Third-Party Websites**

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### **Limitation of Liability**

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### **Modified Terms and Conditions**

Mid Atlantic Retina reserves the right to modify these Terms and Conditions from time-to-time, as Mid Atlantic Retina deems necessary in its sole discretion. By accessing or using the website, you further agree that any and all such modifications are effective and binding upon you immediately upon Mid Atlantic Retina's posting of the modified version.