

Terms and Agreement

The information provided on the website and patient portal is not a substitute for the advice from the physician. Always seek the advice of your physician or other qualified health care professional with any questions you may have regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the website.

If you think you have a medical or psychiatric emergency, call 911 or go to the nearest hospital.

BY USING THE WEBSITES OR BY CLICKING "I ACCEPT" BELOW, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE WEBSITES.

Web Privacy Statement

Your privacy is very important to us and we will make every reasonable effort to safeguard any information we collect.

Receive Medical Records. You have the right to review and receive copies of your medical records, subject to legal restrictions and any appropriate copying or retrieval charge(s). You can also designate someone to obtain your records on your behalf. **Tyler Neurosurgical Associates,P.A.** will not release your medical information without your written consent, except as required or permitted by law.

Use of Electronic Mail

We may provide email links on our website to encourage and facilitate doctor-patient communication. Unless otherwise noted, electronic mail is not a completely secure and confidential means of communication. Non-encrypted electronic communications may be accessed and viewed by other Internet users without your knowledge and permission while in transit to us.

This privacy statement is effective January 1, 2014. This privacy statement is subject to change. We encourage you to review it from time to time.

Email Communications with Tyler Neurosurgical Associates,P.A.

By accepting these Terms and Conditions, you agree to receive essential communications by email. These communications may include (but are not limited to):

- Notification that an important message awaits you on the patient portal (this may be a message from your doctor, a new lab test result, an appointment confirmation, a response from a pharmacist, etc.)
- General health communications from Tyler Neurosurgical Associates,P.A.

Access, correction, and data integrity

Although we attempt to maintain the integrity and accuracy of the information on the websites, we make no guarantees as to its correctness, completeness, or accuracy. The websites may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Websites by third parties without our knowledge. If you believe that information found on the Websites is inaccurate or unauthorized, please inform us by contacting our office.

Tyler Neurosurgical Associates,P.A. provides you with a number of interactive online services to help you better manage your health. These services may include (but are not limited to):

- secure messaging, including:
 - email your doctor's office

- appointment requests
- immediate access to medical records

You agree that you will not upload or transmit any communications or content of any type (including secure messaging) that infringe upon, misappropriate or violate any rights of any party.

In consideration of being allowed to use the websites' interactive services, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- signing on as or pretending to be another person (Note: this does not restrict authorized use of the "Act for a Family Member" feature on the websites.)
- using secure messaging for any purpose in violation of local, state, national, international laws or posted **Tyler Neurosurgical Associates,P.A.** policies
- transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
- transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including **Tyler Neurosurgical Associates,P.A.** personnel) or entity as determined by **Tyler Neurosurgical Associates,P.A.** in its sole discretion
- using interactive services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others
- collecting information about others, including email addresses
- intentionally distributing viruses or other harmful computer code

Tyler Neurosurgical Associates,P.A. expressly reserves the right, in its sole discretion, to terminate a user's access to any interactive services and/or to any or all other areas of the Websites due to any act that would constitute a violation of these Terms and Conditions.

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- notification that an important message awaits you on the patient portal (this may be a message from your doctor, a new lab test result, an appointment confirmation, a response from a pharmacist, etc.)
- General health communications from **Tyler Neurosurgical Associates,P.A.**

Disclaimer

THE WEBSITES AND THEIR CONTENT AND ALL SITE-RELATED SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, ALL SITE-RELATED SERVICES, AND THIRD PARTY WEBSITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY **TYLER NEUROSURGICAL ASSOCIATES,P.A.** OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OF ANY KIND. ANY REFERENCES TO SPECIFIC PRODUCTS OR SERVICES ON THE WEBSITES DO NOT CONSTITUTE OR IMPLY A RECOMMENDATION OR ENDORSEMENT BY **TYLER NEUROSURGICAL ASSOCIATES,P.A.** UNLESS SPECIFICALLY STATED OTHERWISE.

Limitation of liability; choice of law

TYLER NEUROSURGICAL ASSICATES,P.A. AND ITS AFFILIATES, SUPPLIERS, AND OTHER THIRD PARTIES MENTIONED OR LINKED TO ON THE WEBSITES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM

LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITES, SITE-RELATED SERVICES AND PRODUCTS, CONTENT OR INFORMATION CONTAINED WITHIN THE WEBSITES, AND/OR ANY THIRD PARTY WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITES, SITE-RELATED SERVICES, AND/OR THIRD PARTY WEBSITES IS TO STOP USING THE WEBSITES AND/OR THOSE SERVICES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THESE TERMS AND CONDITIONS ARE GOVERNED BY TX LAW WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. IF ANY VERSION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS ENACTED AS PART OF THE LAW OF TX, THAT STATUTE SHALL NOT GOVERN ANY ASPECT OF THESE TERMS AND CONDITIONS.