

Terms and Conditions



Portal Terms of Use

Welcome to the patient portal (the “Portal”). The Urology Group is giving you access to the Portal, which is powered by Healthtronics Information Technology Solutions, Inc. (the “Company”). All users of the Portal are subject to the following terms and conditions of use. Please read these Terms of Use carefully before accessing the Portal. **By accessing or using the Portal, you agree that you have read, understand and agree to be bound by these Terms of Use, as amended from time to time, and agree to be bound by the Company's Privacy Policy, which is hereby incorporated into these Terms of Use.** If you do not wish to agree to these Terms of Use, do not access or use any part of the Portal.

1. Your Account and Password

The Urology Group has given you access to the Portal. Your identity was validated by using the e-mail address and password sent to you by The Urology Group and/or by its staff validating your identity in person and providing you the ability to log-in while in The Urology Group’s office. Do not share your password with anyone else. You are responsible for the security of your password. You acknowledge and agree that the Company and The Urology Group may and will rely on consents, authorizations, and acknowledgements provided through your account as legally binding upon you. If you forget your password and do not know the answer to your security question, please contact The Urology Group directly to reset your password.

2. Not an Emergency Service

Even though you may be able to communicate with The Urology Group through the Portal, communications are not real-time. The Portal does not provide any medical services, including but not limited to emergency or urgent medical services. PLEASE CALL 911 OR THE UROLOGY GROUP IF YOU BELIEVE THAT YOU ARE EXPERIENCING A MEDICAL EMERGENCY OR IF YOU ARE EXPERIENCING HEALTH CHANGES THAT ARE CAUSING YOU CONCERN. You should not assume that The Urology Group or any member of its staff is aware of any such changes in your health, even if you have contacted The Urology Group through the Portal.

3. Not Medical Advice

You acknowledge and agree that neither the Company nor the Portal offers medical advice. Any content or data accessed through the Portal (including, without limitation, any educational materials, promotions or advertisements) is for informational purposes only and is not a substitute for the professional judgment of health care providers in diagnosing and treating patients based on patient-specific information. Moreover, the informational content may be compiled from third parties, and the Company makes no warranty as to the content, accuracy or efficacy of such materials.

Although The Urology Group may make your health information available to you through this Portal, you acknowledge and agree that this health information may not be the most current data in The Urology Group’s records. The Company is not responsible for any inaccuracy or omissions of your health information, or for any reliance by you or The Urology Group on your health information.

4. Modification or Termination of Your Access

The Company may place limits on, modify, suspend or terminate all or any portion of the Portal at any time without prior notice. The Urology Group may terminate your access to the Portal at any time, with or without notice. If The Urology Group chooses to discontinue using the Portal, you will no longer have access to the Portal.

5. Use of the Portal

You agree to use the Portal only for lawful purposes. Specifically you agree not to do any of the following:

(a)upload to or transmit on the Portal any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material; (b)use the Portal to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (c) misrepresent another individual or attempt to use another person's account; (d) disobey any policy or regulations including any code of conduct or other guidelines, established from time to time regarding use of the Portal; or (e) engage in any other conduct that restricts or inhibits anyone's use of the Portal, or which, as determined by the Company, may harm the Company or users of the Portal or expose them to liability.

6. Third Party Links

The Portal may feature advertisements, which may contain hyperlinks to other sites, which are not maintained by, or related to, the Company or The Urology Group. Hyperlinks to such sites are provided as a service to users. The Company and The Urology Group have not reviewed any or all of such sites and are not responsible for the content of those sites. The Company and The Urology Group are not responsible for and do not endorse the content, products, services or practices of any third party web sites, including, without limitation, third party advertisements, and do not make any representations regarding their quality, content or accuracy. Your use of third party web sites is at your own risk and subject to the terms and conditions of use for such web sites.

7. Ownership

The Company owns all proprietary rights to the Portal and all content and technology related thereto, except for your protected health information contained within the Portal. The Company grants you a personal, revocable, non-assignable, and non-exclusive license to use the Portal in accordance with these Terms of Use. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of the Company's proprietary material in the Portal without the prior written consent of the Company. Except as expressly set forth herein, you have no right, title or license to any of the Company's intellectual property.

8. Disclaimer of Warranties

THE PORTAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER THE COMPANY NOR THE UROLOGY GROUP MAKE ANY EXPRESS WARRANTIES, AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE PORTAL, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE PORTAL OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9. Limitation of Liability

NEITHER THE COMPANY NOR THE UROLOGY GROUP MAY BE HELD LIABLE UNDER THESE TERMS OF USE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE PORTAL, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, WRONGFUL DEATH, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN SERVICE, WHETHER OR NOT THERE IS NEGLIGENCE BY THE COMPANY OR THE UROLOGY GROUP AND WHETHER OR NOT THE COMPANY OR THE UROLOGY GROUP HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NEITHER THE COMPANY NOR THE UROLOGY GROUP MAY BE HELD LIABLE UNDER THESE TERMS OF USE FOR MORE THAN \$100.

10. Law; Venue

These Terms of Use shall be governed by the laws of the State of Texas, without giving effect to its conflict of law provisions. Venue shall be exclusively in the state and federal courts in and near Austin, Texas. You hereby consent to the personal jurisdiction of such courts.

11. Miscellaneous

These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and the Company with respect to the Portal, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect. Any cause of action you may have with respect to the Portal must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

If any part of these Terms of Use is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms of Use shall remain in full force and effect.

The Company's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and the Company nor any trade practices shall be deemed to modify these Terms of Use.

You agree that no joint venture, partnership, or agency relationship exists between you and the Company as a result of these Terms of Use or use of the Portal.

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The Company may revise these Terms of Use at any time by updating this posting. These Terms were last updated on March 5, 2015.