

## **Patient Sortal LLC – Terms of Service**

Patient Sortal LLC is a Healthcare Data Management company that manages protected health information (PHI) for clients, healthcare providers, businesses and other organizations that create, generate, share, or store protected health information. We focus on managing PHI during transitions in care as client's transition between providers. Patient Sortal LLC assists clients by: (1) gathering and organizing personal medical information for easy access by clients and in transferring medical information to the clients' health care providers; (2) streamlining PHI sharing processes for organizations who provide levels of care such as but not limited to, intakes and referral services (collectively, the "Services").

By engaging Patient Sortal LLC, you agree to be bound by the terms and conditions of service stated herein and the terms provided on any purchase order, incorporated herein by reference. If you do not agree to all the terms and conditions stated herein, you might not use any services offered by Patient Sortal LLC. You can review the most current version of the Terms of Service at any time at [www.PatientSortal.com](http://www.PatientSortal.com). Patient Sortal LLC reserves the right to update or modify, in whole or in part, these Terms of Service by posting updates and/or changes to this website. It is your responsibility to check this website periodically for any such updates or modifications. Your continued use of Patient Sortal LLC's services constitutes your acceptance to any such updates or modifications.

Patient Sortal LLC is not responsible if information, including, but not limited to, health care information, provided to Patient Sortal LLC by you and/or any health care provider is not accurate, complete, or current. "Health care information" includes, but is not limited to, information that relates to past, present, or future physical or mental health condition or the provision of health care services to an individual. To the extent you identify any concern regarding the accuracy of your information, you agree to raise such concern if the individual or entity responsible for the creation of such information.

Your submission and Patient Sortal LLC's receipt, storage, and transmission of personal information and health care information is governed by Patient Sortal's Privacy Policy, incorporated into these Terms of Service as if full set forth herein. You may not use Patient Sortal LLC's services and/or the information gathered by Patient Sortal LLC for any illegal or unauthorized purpose.

Patient Sortal LLC does not guarantee, represent, or warrant that the Services will be error-free. Patient Sortal LLC does not make any representation or warranty concerning the quality and/or appropriateness of the health care services provided by your health care providers. You expressly agree that your use of the Services is at your sole risk.

Patient Sortal LLC does not recommend, comment on, or make decisions with respect to your health care and the services you may or may not receive from health care providers. To the extent Patient Sortal LLC provides the name of a health care provider that may be able to assist you, Patient Sortal LLC provides such reference without endorsement or recommendation, and you agree that the selection of a particular health care provider is entirely your own and without influence by Patient Sortal LLC.

In no case shall Patient Sortal LLC, its owners, directors, officers, employees, or agents be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, lost revenue, loss of data, replacement costs, or any other damages of any kind, whether based in contract, tort, strict liability, or otherwise, arising from your use of the Services, including, but not limited to, any errors or omissions in any health care information stored or transmitted by Patient Sortal LLC. In states that do not allow for the limitation of liability for certain damages, Patient Sortal LLC's liability shall be limited to the maximum extent allowed by such state law.

You agree to indemnify, defend, and hold harmless Patient Sortal LLC and its owners, directors, officers, employees, or agents from any claim or demand, including a demand for attorneys' fees, made by any third party due to or arising out of your breach of the Terms of Service or any violation of law or the rights of a third party.

In the event any provision herein is determined to be unenforceable, such provision shall be enforceable to the fullest extent permitted by law. Such unenforceable provision shall be severed from the Terms of Service and shall have no effect of the enforceability of any other remaining provision herein.

These Terms of Service remain in effect until the Services are terminated by you or Patient Sortal LLC. The obligations and liabilities of you and Patient Sortal LLC that incurred prior to the termination date shall survive the termination of the Terms of Service.

The laws of the State of Delaware shall govern these Terms of Service. You and Patient Sortal LLC agree to resolve any disputes relating to these Terms of Service in any court having jurisdiction in New Castle County, Delaware. You and Client Sortal agree to waive the right to a trial by jury.

The undersigned acknowledges and agrees with the foregoing.

\_\_\_\_\_  
Client (Please Print)

\_\_\_\_\_  
Client's Legal Representative, if applicable (Please Print)

\_\_\_\_\_  
Relationship to Client

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date