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# **Privacy Policy**

Information that you provide or that we collect about you or your Organization, or your Organization's clients, through your access to and use of the Site is subject to our **Privacy Policy**, the terms of which are hereby incorporated into these Terms by reference. We encourage you to read and become familiar with our privacy practices, as described in our **Privacy Policy**.

# Consents

Before continuing to access and use this Site, you must obtain all required consents and approvals from your Organization and from any health care providers, patients and other third parties who may be affected by, or may need to consent to, your access and use of the Site and any of the features, information, materials, applications, and services provided through the Site.

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If you, your Organization, or any organization or entity with which you are associated, has entered into an agreement or agreements with MaxMD (any such agreement or agreements, collectively, the "Existing Agreement"), none of these Terms shall be deemed to alter or restrict in any way any rights or obligations of the parties contained in the Existing Agreement; moreover, to the extent any of these Terms conflict with any terms of the Existing Agreement, the terms of the Existing Agreement shall be deemed to supersede the conflicting terms contained herein.

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- 1. Restrict or inhibit any other user from using the Site;
- 2. Represent yourself as another or as a fictitious individual.
- 3. Disrupt or interfere with the Site or its operation or availability, or alter or tamper with the Content;

4. Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information of any kind, including, but not limited to, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law;

5. Post or transmit any information which is invasive of privacy or publicity rights or that violates or infringes in any way upon the rights of others;

6. Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment

opportunities or schemes, or other unsolicited commercial communication, or engage in spamming, flooding, or any denial of service attack;

7. Post or transmit any data or information out of the country in violation of applicable law;

8. Post or transmit any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain encryption software; and

9. Post or transmit any information or software which contains a virus, Trojan Horse, worm, or other disabling device or harmful component.

The above assurances and commitments by you shall survive termination of these Terms.

## Your Privacy and Security Obligations

All users of our Site must ensure that office personnel adhere to "HIPAA Minimum Necessary Standard" requirements for privacy and security. HIPAA policies are intended to control access to protected healthcare information (PHI). You and your Organization are required to comply with HIPAA privacy and security regulations. Upon request, we may request to see your Organization's privacy and security policies and proof of compliance.

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## Miscellaneous

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