

## **SERVICES FOR PATIENTS TERMS & CONDITIONS**

By creating an account and/or using any NextGen Healthcare offerings ("Services"), you are agreeing to these Terms and Conditions and the terms in our [Legal Notice](#) and [Privacy Policy](#). NextGen Healthcare, Inc., and its respective subsidiaries and affiliates (collectively, "Company", "NextGen Healthcare", "We", "Our" or "Us") provides our Services. **Please read all of our terms carefully.**

**\*\*\* IF YOU DO NOT AGREE TO OUR TERMS, PLEASE IMMEDIATELY DISCONTINUE  
USE OF THIS SERVICE \*\*\***

### **ELECTRONIC COMMUNICATIONS**

When you visit some of our Services or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirements that such communications be in writing. You agree to let us know if your e-mail address changes for as long as you are using any Services.

### **SITE ACCESS AND LICENSES**

Use of the Services may require a compatible mobile device or computer, internet access as well as possible software ("Requirements"). You agree that you are solely responsible for meeting these Requirements, including any applicable changes, updates and fees related to these Requirements, as well as the terms of your agreement with your mobile device and telecommunications provider.

NextGen Healthcare grants you a limited license to access and make personal use of this site and its Services. This license does not include: (i) any resale or commercial use of this site or its contents; (ii) the right to make or establish a derivative use of this site or its contents; (iii) any downloading or copying of account information for the benefit of another party - except as may otherwise be allowed under the site (e.g. parent/guardian/minor relationship); (iv) the right to modify any portion of the site; and/or (v) any use of data mining, robots, or similar data gathering and extraction tools.

You may not use any meta tags or any other "hidden text" utilizing NextGen Healthcare's name or trademarks without the express written consent of NextGen Healthcare. Any unauthorized use, as described below, terminates the permission or license granted by NextGen Healthcare. You may not use any NextGen Healthcare logo or other proprietary graphic or trademark without express written permission of NextGen Healthcare.

### **UNAUTHORIZED ACTIVITIES**

You may not access or use the site or its Services for any purpose other than that for which we make the site available. When using this site and/or the Services, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the site.
- Alter the opinions or comments posted by others on this site.
- Post anything contrary to Our public image, goodwill or reputation.

This list of unauthorized activities provides examples and is not complete or exclusive. NextGen Healthcare reserves the right to (a) terminate access to your account and (b) refuse, delete or remove any submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that NextGen Healthcare determines is inappropriate or disruptive to site or Services.

### **YOUR ACCOUNT**

We may require that you register to use our Services and (i) provide true, accurate, current and complete information about yourself (the "Registration Data"), and (ii) maintain and promptly update the Registration

Data to keep it accurate, current and complete. Services may allow you to upload, submit, store, send or receive content. As between You and Us, we don't own the information you transmit to us and You retain ownership of any intellectual property rights that you hold in that content.

You may, **at your sole option**, elect to obtain more personalized Services from NextGen Healthcare and/or its partners by providing additional information about yourself, including but not limited to your protected health information. If you so elect, we may use this information to improve our existing, and/or develop new, Services as further outlined in our [Privacy Policy](#).

In connection with your use of the Services, we may directly send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

### **SECURITY OF ACCOUNT INFORMATION**

Your privacy is important to us. You may need to provide a User ID and password to access and use a certain Service. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer; as such we recommend that you do not divulge your password to anyone as you are responsible for all activities that occur under your account. Our personnel will never ask you for your password in an unsolicited phone call or in an unsolicited e-mail. Remember to sign out of your account and close your browser window when you have finished your session. This is to help ensure that others cannot access your personal information and correspondence if you share a computer with someone else or are using a computer in a public place where others may have access to it. Remember that certain portions of the website that you may visit may be public places, whether solely for users within a practice or for any users of our Services. Whenever you voluntarily disclose personal information online - for example on message boards, through e-mail or in chat areas - that information can be collected and used by others. No data transmission over the Internet or any wireless network can be guaranteed to be perfectly secure. As a result, while we try to protect your personal information, we cannot ensure or guarantee the security of any information you transmit to us, and you do so at your own risk.

Any Provider to whom you first obtain access through the Services will require you to review and acknowledge their HIPAA Notice of Privacy Practices. Depending on how your Provider's practice has configured the NextGen Healthcare system, NextGen Healthcare may forward such Provider's Notice of Privacy Practices to you as a courtesy to the Provider, and you must acknowledge receipt of the Notice of Privacy Practices in order to receive the Services or access the Provider. But for clarity, the terms of your Provider's Notice of Privacy Practices are between you and the Provider, not us. You may also be offered the option of completing and submitting various health information forms electronically to your medical care providers through some Services. If you use these forms, you are consenting to provide your information to your medical care providers through this electronic means of submission. When you download your Personal Information from Your data source (including, for example, medical expense information from visits to healthcare providers) some Services may store your personal information. You are solely responsible for all Your Personal Information. You should not transmit or share it with us if you do not have permission or do not wish to do so. You are responsible for creating backup copies of Your Personal Information. You agree that by providing us with Your Personal Information, you permit us to use Your Personal Information as necessary for you to utilize the Services, including disclosure of Your Personal Information to Providers, Users and/or payers you designate. Some Services we provide to you as a Business Associate of your health care provider. As a Business Associate, we follow the rules that apply to Business Associates under HIPAA and the HITECH Act, as well as any other privacy and security rule surrounding your personal information, that was agreed to between NextGen Healthcare and your healthcare provider. In some cases, you may, in your sole discretion, elect to use the Services to obtain directly from NextGen Healthcare and/or other third parties other services, whose terms may be different than the terms set forth herein.

### **ABOUT SOFTWARE IN OUR SERVICES**

When Services require or include downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

NextGen Healthcare gives you a personal, nationwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by NextGen Healthcare as part of the Services and any relevant Service fee. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by NextGen Healthcare, in the manner permitted by these Terms and Conditions. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you

reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

## **MODIFYING AND TERMINATING OUR SERVICES**

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether at our sole discretion. If we terminate a Service and/or no longer make it available to end users and you have been paying a fee, you will not be charged a fee after the date of termination nor will you have access and/or use of such Service(s). Unless otherwise agreed to by You and Company under a separate arrangement, You can stop using our Services at any time, although we'll be sorry to see you go. NextGen Healthcare may also stop providing Services to you or add or create new limits to our Services at any time in our sole discretion.

## **HOW YOU CAN OPT-OUT**

Certain Services will allow you, on your own, to disengage from its use. For other Services (e.g. NextGen® Patient Portal), you would need to reach out to your Provider's practice that can de-enroll you from a Service.

## **BILLING AND PAYMENT FOR MEDICAL SERVICES**

You may be charged a fee for the medical services you receive through Services by the Provider and/or its staff. NextGen Healthcare may collect this fee (or an insurance co-pay, if applicable) on behalf of the Provider. This feature is provided as a convenience only. Any services provided by your Provider and applicable fees for such services are solely between you and your Provider. NextGen Healthcare is not responsible for access to such feature nor for any failure, unavailability, inaccuracy or any other issue with such third-party payment service. Should You utilize the payment services made available through the system or portal, You may be required to provide information regarding your credit card, or payment information or other payment instrument used for purposes of facilitating payment to the Provider. You represent and warrant to NextGen Healthcare that any payment information you provide is true and that you are authorized to use the payment instrument. You agree to promptly update your account information with any changes in your information. If you dispute any charged fees, you should contact your Provider. If any Services or payments for any Services are subject to sales tax in any jurisdiction, you will be responsible for payment of such sales tax and any related penalties or interest. For purposes of these Terms and Conditions, "sales tax" shall mean any sales or use tax, and any other tax measured by sales proceeds that NextGen Healthcare or the Provider is permitted to pass to you that is (i) the functional equivalent of a sales tax and (ii) the applicable taxing jurisdiction does not otherwise impose a sale or use tax.

In addition, for certain Services, there may be additional fees charged to You for the use of that certain Service; **however such fees will be based on separate terms and conditions directly entered into by you (with either NextGen Healthcare and/or a third party) prior to your ability to use such Services.**

## **NO GUARANTEE OF INSURANCE COVERAGE**

NextGen Healthcare does not warrant or guarantee that the cost of any medical services provided utilizing any of our Services will be eligible to be covered by or paid for through any medical or other healthcare insurance coverage or program, including, but not limited to, tax-advantaged medical savings accounts.

## **THIRD PARTY SERVICES; SITES**

While you use the site or Services, you may find out about services or products provided by other companies that are not part of NextGen Healthcare ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding any terms and conditions governing such Third Party Services. Any such sites or content are not under our control and we are not responsible for them. We provide these links and content as a convenience only. There is no implied endorsement of, sponsorship of, or affiliation with the linked site by NextGen Healthcare nor does it mean that there is an approval, investigation, verification or monitoring by NextGen Healthcare of anything in any Third Party site. NextGen Healthcare will not be responsible for the information contained in any Third-Party site or for your use of or inability to use such web site. Our Services display some content that is not NextGen Healthcare's. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it's illegal and/or violates our policies or the law. We may receive information about you and your activities on and off the Services from third-party partners, such as information from a partner when we jointly offer services or from an advertiser about your experiences or interactions with them, which is governed by our [Privacy Policy](#).

## **MINOR POLICY**

Each practice is responsible for granting or restricting minors' access to certain sites and Services of NextGen Healthcare based on their applicable state laws. Certain states may restrict use of this site by minors. While we may, within certain Services, offer tools that allow you to limit/control access and use of those Services by minors, **we have no way of monitoring or distinguishing the age of individuals who access this site or Services and so we carry out the same Privacy Policy for individuals of all ages.** If a minor has provided us with personally identifying information without parental or guardian consent, the parent or guardian should contact the practice to restrict access and remove the information. You represent that you are of sufficient legal age to use this site and to create binding legal obligations for any liability you may incur as a result of the use of this site. You understand that you are financially responsible for all uses of this site by you and those using your login information.

## **REVIEWS, COMMENTS, COMMUNICATIONS, FORUMS, AND OTHER CONTENT**

Certain of our Services may allow its users to post reviews, comments, and other content; send communications; engage in chat rooms and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam."

We do not control the information provided by other users that is made available through our Services. You may find another user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using our site. Please note that there are also risks of dealing with underage persons or people acting under false pretense. Additionally, there may also be risks dealing with international trade and foreign nationals.

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content. You agree that you will not upload or transmit any communications that infringe any patent, trademark, trade secret, service mark, copyright or other proprietary rights of any party. NextGen Healthcare reserves the right (but not the obligation) to remove or edit such content but does not regularly review posted content.

Please remember that any information (including personal and medical information) that you reveal in our Services' public forum (such as a bulletin board, posting, chat room/event) is not protected by our Privacy Policy. Third parties not related to the Services may see such postings. If you do post content or submit material in a public forum through our Services, and unless we indicate otherwise, you grant NextGen Healthcare a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You also grant NextGen Healthcare and sub-licensees the right to use the name that you submit in connection with such content, if it chooses. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms and Conditions or our Privacy Policy and will not cause injury to any person or entity; and that you will indemnify NextGen Healthcare for all claims resulting from content you supply. You warrant that your communications comply with federal, local and international laws respecting trademark, trade secret, service mark, copyright or other proprietary rights of any party. **NextGen Healthcare takes no responsibility and assumes no liability for any content posted by you or any third party.**

## **OUR WARRANTIES AND DISCLAIMERS**

We provide our products and services ("Services") using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS OR ADDITIONAL TERMS, NEITHER NEXTGEN HEALTHCARE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS" AND "AS AVAILABLE".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

#### **LIABILITY FOR OUR SERVICES**

WHEN PERMITTED BY LAW, NEXTGEN HEALTHCARE AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE REMEDY FOR ANY INJURY YOU ALLEGE TO HAVE SUFFERED ARISING FROM OR RELATED TO YOUR USE OF THE COMPANY SITE AND/OR ANY SERVICES IS TO STOP USING THEM; AND, TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF NEXTGEN HEALTHCARE, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS AND CONDITIONS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO \$100 OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN.

#### **NO MEDICAL ADVICE PROVIDED/RELEASE**

**WHILE WE PROVIDE TECHNOLOGY SERVICES TO THE HEALTHCARE INDUSTRY, WE DO NOT RENDER MEDICAL ADVICE NOR SHOULD ANY CONTENT, GUIDELINES, APPS OR OTHER SERVICES OFFERED BY OR THROUGH OUR SERVICES EVER BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL CARE FROM YOUR HEALTHCARE TEAM. ANY CONTENT DISPLAYED OR OBTAINED THROUGH OUR SERVICES IS GENERAL IN NATURE, PRESENTED IN SUMMARY FORM AND MEANT ONLY TO IMPROVE YOUR COLLABORATION WITH YOUR HEALTHCARE TEAM. OUR SERVICES ARE NOT INTENDED FOR USE IN THE DIAGNOSIS OF A DISEASE OR OTHER CONDITION, THE CURE, MITIGATION, TREATMENT OR PREVENTION OF ANY DISEASE OR ILLNESS. NEVER USE ANYTHING ON OR THROUGH OUR SERVICES AS A REPLACEMENT FOR MEDICAL ADVICE FROM YOUR HEALTHCARE TEAM. NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON OR OBTAINED THROUGH OUR SERVICE.**

Because we are not involved in the rendering of medical advice, in the event that you have a dispute with any individual and/or entity that arises out of your use of our Services, you release NextGen Healthcare (and our officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you agree to waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

#### **MODIFICATION, AND SEVERABILITY**

We reserve the right to make changes to our site, Services, policies, and these Terms and Conditions at any time. Any changes to our policies will be communicated through our web site at least in advance of its effective date. Information collected before changes are made will be secured according to the previous policies. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

#### **GENERAL**

These Terms and Conditions control the relationship between NextGen Healthcare and you. They do not create any third-party beneficiary rights.

If you do not comply with these Terms and Conditions, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms herein.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

The United States controls the export of products and information from US companies abroad across the Internet. You are responsible for compliance with all federal and local laws regarding the import, export, or re-export of the Contents of this site (all forms of intellectual property, including Software).

Sections on Release, License, Liability Limit and Indemnity shall survive any termination or expiration of this Agreement.

**If you have any questions regarding a specific Service, your enrollment or any other question**, please review the FAQs related to those Services. Should you still have additional questions, please contact the medical provider or medical practice through whom you obtained your Services enrollment materials.

**If you have any problems using the system (e.g. logging in, User ID/password issues)**, please contact the medical provider or medical practice through whom you obtained your Services enrollment materials.

**If you have any HIPAA and/or Patient Privacy related issues**, please contact the medical provider or medical practice through whom you obtained your Services enrollment materials.

**If you are seeking copies of your medical/financial data**, please contact the medical provider or medical practice through whom you obtained your Services enrollment materials.

**If you have any questions about the actual Terms and Conditions within this document**, please contact [legal@nextgen.com](mailto:legal@nextgen.com).

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