

William C. Eves, M.D., Inc.
Terms of Use and Privacy Policy

Last revised: March 7, 2018

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY

William C. Eves, M.D., Inc. (EvesMD), a California corporation, is committed to protecting your personal information. If you choose to provide us with personal information, our Privacy Policy, along with our Privacy Practices described under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) link, describes how we use your Personal Information. This link also describes how we use anonymous information

This website is owned and operated by EvesMD. Your use of our website establishes your agreement to the following Privacy Policy and Terms of Use. Please do not use this website if you do not agree to our Privacy Policy and all of our Terms of Use. EvesMD reserves the right at any time to modify, add, and/or delete any portions of this Privacy Policy and/or Terms of Use. Your continued use of our website following any changes to the Privacy Policy and/or Terms of Use establishes your acceptance of those changes. The date listed above indicates when the most recent modifications were made.

Collection of Anonymous and Personally Identifiable Information and Privacy

By using this website, you agree that without limitation EvesMD (i) may monitor your use of this website and (ii) may use the results of such monitoring. Generally, data we obtain can be categorized as either anonymous information or personally identifiable information.

Anonymous Information is information that cannot be traced back to a specific individual. An example would be tracking how many times our site is visited. However, personal information such as your name, e-mail address and gender is information not tracked unless you provide us with same. EvesMD may collect aggregate queries for internal reporting. We may use our visitor’s activity in an analysis to help us understand the use of our site and visitor interest.

Personally Identifiable Information is information such as your name, email address, mailing address and telephone number. You always provide this personal information voluntarily.

When a form provides the ability to receive future emails from EvesMD and you choose to opt-in, you will be added to the email list selected. You may review and change your information with us at any time by doing so under a link that will be provided with an email sent to you. To opt-out from having any email communications from us, please click on the opt-out or unsubscribe link in any message we send you. This will give you the option to unsubscribe or update your message preferences. If an email does not include an opt-out option and you wish to do so, please contact us at administrator@williamevesmd.com

Information Sharing

EvesMD may share your personal information under numerous circumstances: (i) when we have your consent to share the information; (ii) when we need to share your information to provide a product or service you have requested; (iii) when we need to send the information to companies who work on behalf of EvesMD to provide a product or service to you; (iv) we want to communicate with you regarding updates to our services or products; and/or to obtain payment for health care services. For example, obtaining approval for a hospital stay may require that your relevant protected health information be disclosed to the health plan to obtain approval for the hospital admission or services or products of associated companies. We will also disclose your personal information if required to do so by law, to enforce our Terms of Use, or in urgent circumstances, to protect personal safety, the public or our websites. Except as stated above, EvesMD does not disclose, give, sell, or transfer any personal information to third parties; except to the extent as provided under our Privacy Practices described in the HIPAA link in this website. Additionally, EvesMD may use personal information to contact users in connection with their inappropriate use of our website, noncompliance with our Terms of Use, and/or in connection with a complaint filed about their use of our site. EvesMD may disclose your personal information to another party, such as law enforcement officials, to comply with legal requirements, court orders, government or law enforcement agency requests, to protect or defend EvesMD, or where we perceive an immediate danger of death or serious physical injury to someone as a result of activity on our site. Please be aware that our disclosures may occur under circumstances where we may not be authorized to advise you of such action.

Confidential information/Emails/Security

Information sent through an email message is unsecured and can be seen on computers that transfer data from your computer to EvesMD and from EvesMD to your computer. We recommend that you do not email personal health information, or any other confidential personal information, to EvesMD. Should you choose to provide information in this manner (i) you do so at your own risk and (ii) you authorize EvesMD to communicate with you through email. **Please see our Privacy Practices under the HIPAA link in this website. If a conflict exists between this Privacy Policy and HIPPA Privacy Practices, the HIPPA Privacy Practices shall control.**

Tracking Technology and Cookies

Some parts of EvesMD's website may place small data files ("cookies") in your browser's file storage area of your computer's hard drive. A cookie is a small data file that a web site may write to your hard drive when you visit the site. A cookie file can contain information such as a user ID. A user ID is used to track the pages you visit. The only personal information a cookie contains is information you supply. Cookies automatically identify your browser to our server as you communicate with our website. Cookies can store your preferences through a password you select to access a website. Cookies also help us review website traffic patterns and improve our site. Most browsers automatically accept these cookies, but you usually can change your browser setting to prevent the acceptance of cookies. This, however, may prevent you from using some of the features of our website.

Privacy Protection for Children

EvesMD will never knowingly request personally identifiable information from anyone under the age of 13 without parental consent. When we do receive information (with parental consent) from users under the age of 13, we will not share such personally identifiable information with third parties.

Third Party Sites

EvesMD's website from time to time will contain links to other sites. We do not share your personal information with those websites and EvesMD is not responsible for their privacy policies or practices. You are encouraged to learn about the privacy policies of those companies.

Your Rights

The Following is a statement of your rights with respect to your protected health information.

You have the right to inspect and copy your protected health information. Under federal law, however, you may not inspect or copy the following records; psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and protected health information that is subject to law that prohibits access to protected health information.

You have the right to request a restriction of your health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes described in this Privacy Policy. Your request must state the specific restriction and to whom you want the restriction to apply.

Your physician is not required to agree to a restriction you may request. If your physician believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. You then have the right to use another Healthcare Professional.

You have the right to request to receive confidential communications from us by alternative means or at an alternative location. You have the right to obtain a paper copy of this Notice from us, upon request, even if you have agreed to accept this Notice alternatively (i.e. electronically).

You may have the right to have your physician amend your protected health information. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information. To request this accounting of disclosures, you must submit your request in writing to the

administrator@williamevesmd.com. Your request must state a time period that may not be longer than the six previous years. You are entitled to one accounting within any 12-month period at no cost. If you request a second accounting within that 12-month period, there will be a charge for the cost of compiling the accounting. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Controlling Law and Jurisdiction.

You agree that California law (without giving effect to its conflicts of law principles) will govern this Agreement, the Site and the Services and that any dispute arising out of, from, or relating to this Agreement, the Site or the Services will be subject to the exclusive jurisdiction and venue of the federal and state courts located in the County of San Diego, California, where disputes by either Party are not subject to binding arbitration under existing law. You acknowledge and agree that any violation of this Agreement may cause EvesMD irreparable harm, and therefore agree that EvesMD will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that EvesMD may have for a breach of this Agreement.

Binding Arbitration. If you and The Company are unable to resolve a Dispute through informal negotiations, either you or The Company may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. The arbitration shall take place in in the City of San Diego, California. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, The Company will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and The Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Restrictions. You and The Company agree that any arbitration shall be limited to the Dispute between The Company and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and

(3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. Exceptions to Informal Negotiations and Arbitration. You and The Company agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or The Company's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

Miscellaneous.

This Agreement, the Privacy Policy located on the Site, and any applicable payment, renewal, Additional Services terms, comprise the entire agreement between you and EvesMD regarding the use of this Service, superseding any prior agreements between you and EvesMD related to your use of this Site or the Services (including, but not limited to, any prior versions of this Agreement). Unless otherwise explicitly stated, the Agreement will survive termination of your registration to the Service. The failure of EvesMD to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. For purposes of contract interpretation, including resolution of any ambiguity, the parties acknowledge that the terms of the Agreement should not be strictly construed against either party. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are for convenience only and have no legal or contractual effect. EvesMD will not be in breach of this Agreement nor liable for any failure or delay in performance of any obligations under this Agreement (and, if applicable, the date for performance of the obligations affected will be extended accordingly) as a result of any event outside the reasonable control of EvesMD affecting its ability to perform any of its obligations under this Agreement including act of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction, war, revolution, act of terrorism, riot or civil commotion, strikes, locks outs and industrial action, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services.

No Third-Party Beneficiaries.

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

Complaints

You may complain to us and/or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying our privacy officer of your complaint at our office and main telephone number. **We will not retaliate against you for filing a complaint.**

For more information about protecting your privacy, you may wish to visit: www.ftc.gov. If you have questions about this policy, please contact us at administrator@williamevesmd.com.

California User Consumer Rights. In accordance with California Civil Code Sec. 1789.3, California resident users are entitled to know that they may file grievances and complaints with California Department of Consumer Affairs, 400 R Street, STE 1080, Sacramento, CA 95814; or by phone at 916-445-1254 or 800-952-5210; or by email to dca@dca.ca.gov.

Questions and Inquires

If you have any questions or suggestions concerning our website or use and disclosure of personal information, we urge you to please email us at administrator@williamevesmd.com.

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