



# Terms and Conditions

DocMed EHR Patient Portal Terms and Conditions

Effective Date: August 3, 2025

By accessing the DocMed EHR Patient Portal, you agree to these Terms and Conditions. If you do not agree, do not use this service.

## 1. Eligibility and Account Security

- You must be 18 years or older to use this portal.
- Legal guardians may access information on behalf of minor patients if authorized.
- You are responsible for maintaining the confidentiality of your login credentials.
- You must not share your account access with others.
- Notify us immediately of any unauthorized access to your account.

## 2. Service Description

The DocMed EHR Patient Portal is a secure, cloud-based platform that allows you to:

- Access your vision care medical records
- Schedule appointments
- Update personal and insurance information
- View prescriptions

## 3. Your Responsibilities

- Provide accurate and complete information.
- Keep your contact and insurance information current.
- Use the portal only for lawful purposes related to your healthcare.
- Verify the accuracy of your medical information.
- Ensure you have appropriate internet access and secure devices.

## 4. Data and Privacy

- Your health information is protected under HIPAA and our Privacy Policy.
- All data is securely stored on Microsoft Azure cloud infrastructure.
- You retain ownership of your personal health information.
- We may share your information only as described in our Privacy Policy.

## 5. Intellectual Property

All content, software, and functionality on the portal are the property of DocMed EHR LLC. You may not copy, modify, reverse-engineer, or reproduce any part of the platform.

## 6. Service Availability and Maintenance

- The portal is provided "as is" without warranties.
- We strive for 99% uptime but do not guarantee uninterrupted service.
- Scheduled maintenance may temporarily limit access with prior notice.
- We are not responsible for internet or third-party service interruptions.



## 7. Prohibited Uses

You may not:

- Use the portal for commercial purposes.
- Attempt to access another patient's data.
- Introduce viruses, bots, or malicious code.
- Violate any applicable laws or regulations.

## 8. Limitation of Liability

DocMed EHR LLC is not liable for any indirect, incidental, or consequential damages arising from use of the portal. Our total liability shall not exceed \$100 or the amount you paid for portal access in the prior 12 months, whichever is less.

## 9. Indemnification

You agree to indemnify, defend, and hold harmless DocMed EHR LLC and its affiliates from any claims or damages resulting from your use of the portal, violation of these terms, or misuse of your account.

## 10. Dispute Resolution

Any disputes arising from these terms will first be addressed through mediation. If unresolved, disputes will be resolved through binding arbitration in Florida under the American Arbitration Association rules.

## 11. Termination

We may suspend or terminate your access at any time for:

- Violation of these terms
- Fraudulent or unauthorized use
- At your healthcare provider's request
- For system security or operational reasons

## 12. Changes to Terms

We may update these terms periodically. We will notify you of material changes via email or through the portal. Continued use after such notice constitutes your acceptance of the new terms.

## 13. Force Majeure

We are not liable for any failure or delay due to events beyond our control including natural disasters, pandemics, cyberattacks, or internet outages.

## 14. Governing Law

These terms are governed by the laws of the State of Florida. Any legal action will be brought in the courts of Broward County, Florida, unless resolved through arbitration.

## 15. Contact Information

DocMed EHR LLC  
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By clicking "I Accept", you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.