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WebDMEMR Privacy Policy Version 5/28/2009

Introduction (May-25-2009)

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITE. WebDMEMR MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT ON THE SITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SITE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

This Privacy Policy describes how WebDMEMR uses the personal identifiable information it collects from its website and through the services it offers. It also describes how WebDMEMR uses personal identifiable information with its business partners. This policy does not apply to the practices of companies that WebDMEMR does not own or control nor does it apply to people that WebDMEMR does not manage or employ.

The WebDMEMR is an online EMR service, subject to your compliance with the terms and conditions set forth below.

What do we use your information for? (May-25-2009)

WebDMEMR mainly collects and maintains the data from our clients, being medical professionals or patients. WebDMEMR does not manipulate any information. That being stated, any of the information we collect from you may be used in one or more of the following ways:

- To personalize your experience
- To improve our website
- To improve customer service
- To process transactions

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

Do we disclose any information to outside parties? (May-25-2009)

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Information Collection (May-25-2009)

- WebDMEMR collects personal identifiable information during any of its registration processes to obtain a WebDMEMR account or when any of its products or services is to be used for the first time. WebDMEMR may also share or receive personally identifiable information from its business partners.
- The PATIENT registration process within WebDMEMR involves entering the patient's first name, last name, email, birth date, gender and address identifiers like zip/postal code, country, state, city. The patient selects a WebDMEMR user name and password that will be used to login to the WebDMEMR services. Once a patient registers with WebDMEMR and signs in to its services, the patient is no longer anonymous to WebDMEMR. Other patient identifiers within the electronic medical record (EMR) that will be collected by each individual health care provider (HCP) during the process of creating a record may include postal and physical address, telephone numbers, social security or national identification numbers and any other pertinent information needed in the usual health care business required for office administration and the medical plan billing process.
- The HCP registration process within WebDMEMR involves registering the site or center with the site administrator's first name, last name, zip/postal code, country, state, city, email, and contact information of the center being created. The site administrator selects a user name and password that will be used to login to the WebDMEMR services. The site administrator then creates all of its HCP and users accounts in the center, which in turn, register within WebDMEMR with their first name, last name, zip/postal code, country, state, city, email, birth date, and gender and with the NPI & medical license numbers for HCPs. Once the center registers with WebDMEMR and signs in to its services, the center, site administrator and its users are no longer anonymous to WebDMEMR.
- WebDMEMR may also collect certain non-identifiable customer information such as the type of browser and operating system you are using, or the domain name of your Internet service provider. This information may be used to review and improve the design and content of the web site.
- WebDMEMR collects identifiable customer information like the billing information which is used to bill and collect the monthly subscription fee and any other charges made to the site administrator account or to a patient who is subscribed to the premium service account.

- WebDMEMR occasionally hires other companies/individuals to provide limited services on its behalf, including but not limited to packaging, mailing and delivering purchases, answering customer questions about products or services, sending postal mail and processing event registration. WebDMEMR will provide these entities with the minimally required personal identifiable information needed to deliver the service without authorization for that information to be used for other purposes.
- WebDMEMR may use personal identifiable information with its business partners in the process of doing business.

Information Sharing and Disclosure (May-25-2009)

- WebDMEMR will not sell or rent your personal identifiable information to anyone other than as specifically noted herein. Notwithstanding the foregoing, WebDMEMR may sell and/or transfer your personal identifiable information to an affiliate and to any successor-in-interest as a result of a sale of any part of WebDMEMR's business or upon the merger, reorganization or consolidation of WebDMEMR with another entity on a basis that WebDMEMR is not the surviving entity. For the purposes of this paragraph, "affiliate" means any person directly, or indirectly through one or more intermediaries, that controls, is controlled by or is under common control with WebDMEMR. The term "control," as used in the immediately preceding sentence, shall mean with respect to any person, the possession, directly or indirectly, of the power, through the exercise of voting rights, contractual rights or otherwise, to direct or cause the direction of the management or policies of the controlled person. As used in this Privacy Policy, the term "person" includes any natural person, corporation, partnership, limited liability Company, trust, unincorporated association or any other entity.
- WebDMEMR will share personal identifiable information of a patient with other subscribed and non-subscribed "centers" within WebDMEMR when:
 - A requesting center has a business associate agreement with the center that already has access to the patient record being requested.
 - The requesting center provides evidence of the patient's consent to share the information:
 - By providing the patient's user name & password
 - By providing the patient's "confirmation code"
 - By providing a "Palm Secure" scan of the patient (only in subscribed centers)
- WebDMEMR will share personal identifiable information with companies who work on its behalf to provide a product or service or when it has to respond to subpoenas, court orders or legal processes.

Deleting / Removing Patient Records (May-25-2009)

In the patient list, a user with the appropriate permission to do so may "REMOVE" patients from the current center. Patient records can never be "deleted" by anyone other than WebDMEMR staff. WebDMEMR can manually delete a patient record with written authorization by the groups' site admin only if the record has not been accessed by any center other than the originating center (the center which is requesting the deletion).

Who is Responsible for the Data? (May-25-2009)

American Telemedicine Center Corp. (ATC), with its domicile in San Juan Health Center, 150 De Diego Avenue San Juan, Puerto Rico, is responsible for the operations of WebDMEMR. It is responsible for the safety and security of the data, for which it has contracted Rackspace (see section below). On the other hand, the centers within the system, through their site administrator, are each responsible for the data and content entered by its users. When a patient enters data into the system, the patient is responsible for the content entered. The system keeps an audit trail of who enters, alters or deletes data, together with date and time of change. The old and the new data are kept in the registry.

Medical Collaboration (May-25-2009)

Medical Collaboration is a useful feature that allows multiple HCPs to share information and collaborate offering better medical service to the patient. Medical collaboration begins when a patient record is shared by more than one center caring for the same patient. When this occurs, all sharing centers have access to all the shared modules within the EMR.

Who can access what? (May-25-2009)

The site administrators of each site assign users to their center and they are also the ones to determine the access to be assigned to each user. WebDMEMR is not responsible of controlling access to modules within the EMR, but instead it is the responsibility of each site administrator to decide which users access which modules. The only user that can access the Evaluation and Management module to create visits (progress notes) and make medical orders is the HCP. Only the HCP can give the "Visit" or "prescription order" a "public" status. Giving a visit or prescription order a public status means that users of other centers who have access to that particular patient record can view that visit or prescription order. By not making a visit or prescription order public, only users from the same center can view the visit or prescription order but not users of other sharing centers. All centers sharing the same patient record can view all other modules within the EMR of the patient record being shared (except the visits and prescription orders not made public and the "My Profile" module). If the patient is allowed access to his/her record through the patient access feature, the patient can view all the data in the EMR, including all visits and prescription orders and can enter new data in allowed modules and store documents in the Document Catalog. Neither the patient nor any other user can alter or edit a progress note or a medical order already completed and sealed by the HCP. All data from corresponding modules, made reference to in the progress notes, are also sealed and cannot be edited, deleted or altered in the corresponding modules.

Security (May-25-2009)

WebDMEMR was designed with strong measures to protect the security of personal information and to protect the data from loss, misuse, unauthorized access or disclosure, alteration, or destruction. Transactions are guaranteed to be 100% safe and secure. Access to the system utilizes secure server software SSL, which encrypts the personal information before it is sent over the Internet. SSL is one of the safest encryption technologies available. The WebDMEMR system strictly protects the security of personal information.

Recommendations to maintain and safeguard security measures from the user's side are:

- Users should always keep their password in a safe place and not share it with anyone.
- Users should always log off their account and close their browser window each time they have finished visiting WebDMEMR so others cannot access their account, especially if they are sharing a computer or using a computer in a public venue.

- If a public computer is being used, users should delete their browser history - if using Internet Explorer 7, click the "Tools" button and select "Delete Browser History"; if using Internet Explorer 6, click the "Tools" link from the menu bar, select "Internet Options", then click on the "Delete History" button; if using Firefox, click the "Tools" link from the menu bar and select "Clear Private Data".

Rackspace (May-25-2009)

Rackspace is a hosting company that manages all the servers that host the WebDMEMR application. The Rackspace servers are located in Dallas, Texas. Rackspace has its own Privacy policy and it can be accessed through the following link:

<http://www.rackspace.com/information/legal/privacystatement.php>

Third Party Links (May-25-2009)

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Log Files (May-25-2009)

Like many other Web sites, WebDMEMR.com makes use of log files. The information inside the log files includes internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date/time stamp, referring/exit pages, and number of clicks to analyze trends, administer the site, track user's movement around the site, and gather demographic information. IP addresses and other such information are not linked to any information that is personally identifiable.

Advertising Partners (May-25-2009)

Some of our advertising partners may use cookies and web beacons on our site. Our advertising partners include: Google AdSense. You should consult the respective privacy policies of these third-party ad servers for more detailed information on their practices as well as for instructions about how to opt-out of certain practices. www.webdmemr.com's privacy policy does not apply to, and we cannot control the activities of, such other advertisers or web sites.

Copyright, Licenses and Idea Submissions (May-25-2009)

The entire contents of the Site are protected by international copyright and trademark laws. The owner of the copyrights and trademarks are WebDMEMR, its affiliates or other third party licensors. YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE. You may print and download portions of material from the different areas of the Site solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials. You agree to grant to WebDMEMR a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to any public areas of the Site (such as bulletin boards, forums and newsgroups) or by e-mail to WebDMEMR by all means and in any media now known or hereafter developed. You also grant to WebDMEMR the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against WebDMEMR for any alleged or actual infringement or misappropriation of any proprietary right in your communications to WebDMEMR.

Trademarks (May-25-2009)

Publications, products, content or services referenced herein or on WebDMEMR are the exclusive trademarks or service marks of WebDMEMR. Other product and company names mentioned in the Site may be the trademarks of their respective owners.

Use of the Site (May-25-2009)

You understand that, except for information, products or services clearly identified as being supplied by WebDMEMR, WebDMEMR does not operate, control or endorse any information, products or services on the Internet in any way. Except for WebDMEMR- identified information, products or services, all information, products and services offered through the Site or on the Internet generally are offered by third parties that are not affiliated with WebDMEMR. . You also understand that WebDMEMR cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. WebDMEMR PROVIDES THE SITE AND RELATED INFORMATION "AS IS" AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND WebDMEMR SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. WebDMEMR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED.

YOU UNDERSTAND FURTHER THAT THE PURE NATURE OF THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH MAY BE OFFENSIVE TO YOU. YOUR ACCESS TO SUCH MATERIALS IS AT YOUR RISK. WebDMEMR HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

LIMITATION OF LIABILITY (May-25-2009)

IN NO EVENT WILL WebDMEMR BE LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE SERVICE, OR DOWNLOADED FROM THE SERVICE, OR ANY DELAY OF SUCH INFORMATION OR SERVICE. EVEN IF WebDMEMR OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH THE SERVICE.

WebDMEMR makes no representations whatsoever about any other web site which you may access through this one or which may link to this Site. When you access a non-WebDMEMR web site, please understand that it is independent from WebDMEMR, and that WebDMEMR has no control over the content on that web site. In addition, a link to a WebDMEMR web site does not mean that WebDMEMR endorses or accepts any responsibility for the content, or the use, of such web site.

Indemnification (May-25-2009)

You agree to indemnify, defend and hold harmless WebDMEMR, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing the Service.

Third Party Rights (May-25-2009)

The provisions of paragraphs "Use of the Site", and "Indemnification" are for the benefit of WebDMEMR and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

Miscellaneous (May-25-2009)

This Agreement shall all be governed and construed in accordance with the laws of The United States of America applicable to agreements made and to be performed in The United States of America. You agree that any legal action or proceeding between WebDMEMR and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in The United States of America. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. WebDMEMR's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. WebDMEMR may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Term; Termination (May-25-2009)

This agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs "Copyright, Licenses and Idea Submissions", "Use of the Site", "Indemnification", "Third Party Rights" and "Miscellaneous" shall survive any termination of this Agreement.

Cookies (May-25-2009)

WebDMEMR may, in its sole discretion, set and access WebDMEMR cookies on the user's local computer. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (at your discretion) that enables the sites or service providers systems to recognize your browser and capture and remember certain information. We use cookies to help us remember, understand and save your preferences for future visits. If you prefer, you can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies via your browser settings. Like most websites, if you turn your cookies off, some of our services may not function properly.

You're Consent (May-25-2009)

By using our site, you consent to our online privacy policy.

Privacy Policy Changes (May-25-2009)

WebDMEMR may amend this policy from time to time, at its own discretion. We will post the policy changes on this page, via our web site, to notify you of these changes. For any questions, comments, or feedback send an email to Privacy@WebDMEMR.com

Contacting Us (May-25-2009)

If there are any questions regarding this privacy policy you may contact us using the information below.

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