

Privacy, Payment, and Usage Terms

SMARTEXAM IS NOT INTENDED FOR USE IN A MEDICAL EMERGENCY OR IN CASE OF AN URGENT HEALTHCARE NEED. IF YOU HAVE AN EMERGENT OR URGENT MEDICAL NEED, YOU SHOULD GET CARE FROM AN URGENT CARE CLINIC, AN EMERGENCY DEPARTMENT, OR CALL 911.

This document, the SmartExam Privacy, Payment, and Usage Terms ("Terms of Use") describes how your information is used, how billing works if you use your insurance, and how billing works if you don't use insurance. Reading and agreeing to our terms enables you to use our online diagnosis and treatment service.

Healthcare can be complex and daunting to navigate, but it doesn't have to be. Our organization, Palmetto Health, and some government agencies have put safeguards in place to protect you and your information. These safeguards are often written in dense legal language, so here's a summary of what follows. This form:

1. Lets you know that the SmartExam service may not be covered by your insurance, and that if there are charges for SmartExam, you are responsible for paying them.
2. Describes how we use and protect your personal information.
3. Says you give us permission to release information to coordinate your care, to bill insurance (unless you choose to pay for services yourself), and for other healthcare related activities.
4. Describes the policies for responsible use of our website, such as protecting your password, providing accurate and complete information, and protecting our trademarks.

PALMETTO HEALTH INTRODUCTION

Palmetto Health has contracted with Bright.md to provide you with SmartExam. The health care services provided through this SmartExam Site (as defined herein) are provided by advanced health care professionals, either physician assistants or advanced practice nurses. Physicians will not be providing direct care. This site is only intended to aid in the diagnosis and treatment of certain common, minor conditions and is not intended for use in a medical emergency or for the diagnosis or treatment of a complex condition. By using the Site, you understand and acknowledge that Palmetto Health (as defined herein) is unable to perform a physical, in-person examination to assess you and will rely only on the information you provide through the Site, the information in your Palmetto Health medical record, and Palmetto Health's clinical judgment to determine an appropriate diagnosis and treatment plan. If you have questions or want to discuss your symptoms or condition with a physician in person, please contact your physician for an appointment. In the event that the Site determines that it is unable to assist Palmetto Health in diagnosing or treating your condition based on the information you provide, you will be informed of the options available to you for obtaining alternative treatment from Palmetto Health.

Health Information Exchange (HIE)

By using this SmartExam you are agreeing to your information being used on the Palmetto Health Health Information Exchange (HIE) **If you have already opted out of the HIE your use of the SmartExam will automatically opt you back in the HIE system.**

For more information about the HIE, please visit ProviderHIE.org or call Palmetto Health's Health Information Management department at 803-434-7115 (Richland) or 803-296-5865 (Baptist).

I give permission to share my electronic medical record among my healthcare providers and obtain medication history through a (HIE). Palmetto Health will abide by state and federal law regarding the availability to and access by the other medical providers of any sensitive information, such as behavioral health, substance abuse treatment, sexual abuse, genetic test results, HIV/AIDS status and adoption records.

PALMETTO HEALTH JOINT NOTICE OF PRIVACY PRACTICES

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.

Palmetto Health participates as an organized health care arrangement (OHCA), which is a clinically integrated care facility where individuals typically receive health care from more than one health care provider, some of which may not be employed by Palmetto Health. Palmetto Health's medical staff, practitioners and non-practitioners who provide services in any Palmetto Health facility may fall under the Joint Notice of Privacy Practices and may use and/or share your health information for treatment, to obtain payment for treatment, for administrative purposes, to evaluate the quality of care that you receive and for any and all other purposes described in this notice.

Understanding Your Health Record/Information

A record is created each time you receive services from Palmetto Health, a physician or other healthcare provider associated with us. Typically, this record contains your symptoms, examination and test results, diagnoses, treatment, and a plan for future care or treatment. This information, often referred to as your health or medical record, serves as a basis for planning your care and treatment. It is communicated among the many health professionals who contribute to your care and enables you or a third-party payer to verify that services billed were actually provided. Your medical record is a legal document describing the care you received. It is a tool we use to educate health professionals and to assess and continually work to improve the care we provide and the outcomes we achieve. Your medical record may be a source of data for medical research, public health initiatives and facility planning.

The purpose of this Notice of Privacy Practices is to assist you in understanding what is in your medical record and who, what, when, where and why others may access your health information. This document will assist you in making more informed decisions when authorizing disclosures of your health information.

Your Health Information Rights

Although your health record is the physical property of the healthcare practitioner or facility that compiled it, the information belongs to you. You have rights afforded to you by The Health Insurance

Portability and Accountability Act of 1996 (HIPAA), a federal regulation (42 CFR Part 164). These rights include:

- The right to request a restriction on certain uses and disclosures of your information. Palmetto Health is not required to agree to a requested restriction, unless related to payment. Requests for restrictions should be sent to the facility's Health Information Management department or the specific department maintaining your health information.
- The right to obtain a paper copy of our Notice of Privacy Practices upon request. The Notice of Privacy Practices may be obtained from Palmetto Health's registration areas.
- The right to inspect and obtain a copy of your medical record in any requested format supported by the organization. Palmetto Health charges a fee for copying medical records in accordance with South Carolina law. Copies may be obtained by contacting the facility's Health Information Management department or the specific department maintaining your health information.
- The right to amend or correct your medical record. However, Palmetto Health is not required to agree to the requested amendment under certain circumstances. Requests for amendments should be sent to the facility's Health Information Management department or the specific department maintaining your health information.
- The right to obtain an accounting of certain disclosures of your health information. An accounting of disclosures can be obtained from the facility's Health Information Management department. We will provide you with one free accounting each year. For subsequent requests, we will charge a \$25 fee per request.
- The right to obtain an access log detailing up to three (3) years of electronic transactions related to your medical record beginning January 1, 2014. An access log can be obtained from the facility's Health Information Management department. We will provide you with one free accounting each year. For subsequent requests, we will charge a \$25 fee per request.
- The right to request communication of your health information by alternative means or at alternative locations. Requests for alternative communications should be made to The Health Information Management department or the specific department maintaining your health information. Palmetto Health only will agree to send information in a secure manner.

Our Responsibilities

Palmetto Health is required to:

- maintain the privacy of your health information
- provide you with a Notice of Privacy Practices describing our legal duties and practices with respect to information we collect and maintain about you
- abide by the terms of the Notice of Privacy Practices
- notify you if we are unable to agree to a requested restriction
- accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations
- notify you that you must opt-in to receive electronic privacy notices, such as via e-mail

Palmetto Health reserves the right to change our health information practices, policies and/or procedures at any time and to make the new provisions effective for all protected health information we maintain. You will be informed of such changes at the time of your next visit when you receive our Notice of Privacy Practices. The most recent version of our Notice of Privacy Practices will be posted in each of the facilities.

We may use and disclose your health information for purposes of treatment, payment and health care operations.

Treatment

For example: Information obtained by a nurse, physician, or other member of your healthcare team will be recorded in your record and used to determine the course of your treatment. Your physician will document in your record his or her expectations of the members of your healthcare team. Members of your healthcare team will then record the actions they took and their observations. In that way, the physician will know how you are responding to treatment. We also will provide your physician or a subsequent healthcare provider with copies of various reports that should assist him or her in treating you once you are discharged from this facility.

Payment

For example: A bill may be sent to you and/or a third-party payer. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis, procedures and supplies used. This information will be used for billing, claims management and collection activities to obtain payment for services provided to you. You may request that Palmetto Health withhold health information from your insurance provider if you make payment in full and not via another payment source, such as insurance.

Health Care Operations

For example: Members of the medical staff and the risk management and quality improvement teams may use your health information to assess the care and outcomes in your case and others like it. This information then will be used in an effort to continually improve the quality and effectiveness of the healthcare and services we provide.

Other Permitted or Required Uses and Disclosures of Your Health Information

Appointments: Palmetto Health may call or send information to remind you of an upcoming appointment or to reschedule an appointment. When appropriate, a message will be left on your answering machine. The content of that message will be kept as generic as possible to protect your privacy.

Business Associates: There are some services provided in our organization through contracts with business associates. Examples include answering services, collection agencies, medical record storage companies and a copy service we use when making copies of the medical record. When these services are contracted, we may disclose your health information to our business associate so that

they can perform their job and bill you or your third-party payer for services rendered. To protect your health information, however, we require the business associate to appropriately safeguard your information.

Communication with Family: Health professionals, using their best judgment, may disclose to a family member, other relative, close personal friend or any other person whom you identify, health information relevant to that person's involvement in your care or payment related to your care. Generally, we will provide you the opportunity to object to such disclosures; however, in certain circumstances, we may use and disclose your health information for these purposes without providing you the opportunity to object.

Coroner: We may disclose health information to coroners, consistent with applicable law, to carry out their duties.

Correctional Institution: If you are an inmate of a correctional institution, we may disclose to the institution or agents thereof health information necessary for your health and the health and safety of other individuals.

Decedents: A decedent's health information is under privacy protection for 50 years after death. Palmetto Health may continue communicating with relevant family and friends after an individual's death to disclose health information to those involved in a decedent's care or for payment.

Directory: Unless you notify us that you object, we will use your name, location in the facility and general condition for directory purposes. This information can be provided to people who ask for you by name, including the media. If you provide us with your religious affiliation, we can provide that to members of the clergy.

Food and Drug Administration (FDA): We may disclose to the FDA health information relative to adverse events with respect to food, supplements, product and product defects, or post marketing surveillance information to enable product recalls, repairs or replacement.

Fundraising: We may use your information to contact you to raise funds for the benefit of Palmetto Health. Palmetto Health is required to offer the option to decline or opt-out of fundraising. Palmetto Health may not make fundraising communications after an individual opts out, but may provide a method of opting back in.

Funeral Directors: We may disclose health information to funeral directors, consistent with applicable law, to carry out their duties.

Genetic Information: Palmetto Health may provide genetic information to your health insurance plan, but genetic information may not be used by health insurance plans for underwriting purposes. Examples of genetic information include the individual's genetic tests; genetic tests of family members of the individual; manifestation of a disease or disorder in family members of the

individual; or any request for, or receipt of, genetic services, or participation in clinical research which includes genetic services, by the individual or any family member of the individual.

Government Functions: Your health information may be disclosed for the purpose of protecting public officials, national security and intelligence activities and other specialized government functions, as necessary.

Immunization Records: Palmetto Health will obtain your permission to release student immunization records to schools, but a formal authorization is not required.

Marketing: We may use your information to contact you to provide information about treatment alternatives or other health-related benefits and services that may be of interest to you. From time to time, your health care provider or designee may contact you to request your permission to participate in health education and/or promotion. If Palmetto Health receives compensation for a marketing-related activity, your authorization is required.

Military and Veterans: If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We also may release medical information about foreign military personnel to the appropriate foreign military authority.

Notification: We may use or disclose information to notify or assist in notifying a family member, personal representative, or another person responsible for your care, and inform them of your location and general condition.

Organ Procurement Organizations: Consistent with applicable law, we may disclose health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant. This is to facilitate a patient or family's request to be an organ or tissue donor.

Post-Treatment Follow-up: Palmetto Health may contact you to check on your health status or to ensure we have answered all of your questions. If you participate in post-treatment support groups, you may be given tools for your convenience that inform others of your diagnosis and/or treatment.

Public Health: As required by federal, state and local law, we may disclose your health information to public health or legal authorities charged with preventing, reporting or controlling disease, injury, disability or for other health oversight activities.

Required by Law or Law Enforcement: Palmetto Health may use and disclose information about you as required by law. Your information also may be used and disclosed for law enforcement purposes, as required by law or in response to a court order. For example, we may disclose information for the following purposes:

- for judicial and administrative proceedings pursuant to legal authority,
- to report information related to victims of abuse, neglect and/or domestic violence,
- to assist law enforcement officials in their law enforcement duties and

- for purposes of governmental investigation.

Research: We may disclose information to researchers when their research has been approved by an Institutional Review Board and/or Privacy Board that has reviewed the research proposal and established protocols to ensure the privacy of your health information.

Serious Threat to Health or Safety: To avert a serious threat to health or safety, we may use and disclose medical information about you when necessary. Any disclosure, however, would only be to someone able to help prevent such a threat.

Telephone Contacts: We may contact you by telephone to provide you with test results, return your call, answer questions or obtain additional information.

Workers' Compensation: We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to Workers' Compensation or other similar programs established by law.

Other uses and disclosures of your health information will be made only with your written authorization. You may revoke your authorization to use or disclose health information at any time except to the extent that action already has been taken.

Breach Notification: Palmetto Health is required to protect the privacy of your health information. In the unfortunate event that your health information is breached, Palmetto Health will provide notification to you without unreasonable delay.

For More Information or to Report a Problem

If you have questions or concerns about Palmetto Health's health information policies or practices, you can contact **Palmetto Health's Privacy Line at 1-800-883-0844**. If you believe your privacy rights have been violated, you may file a complaint with Palmetto Health using the phone number listed or with the Secretary of Health and Human Services via the Office for Civil Rights. There will be no retaliation by Palmetto Health for filing a complaint.

Effective Date: April 14, 2003

Revised: October 6, 2009

Last Revised: August 29, 2013

PALMETTO HEALTH GENERAL CONSENT

All Patients

I acknowledge that no guarantee can be made concerning the results of treatments and I consent to this entity performing as applicable: blood draws, medications, tissue disposal/donation, examinations, treatments, lab tests, therapy, transportation, procedures, and anesthetics as may be necessary in accordance with the judgment of the authorized physicians and/or clinicians, including appropriately supervised students, residents, and telehealth providers.

IF YOU ARE AN EXISTING PALMETTO HEALTH PATIENT, BY SIGNING THIS DOCUMENT, YOU AUTHORIZE PALMETTO HEALTH TO COMMUNICATE YOUR MEDICAL AND/OR BILLING INFORMATION TO YOUR DESIGNATED FAMILY MEMBER OR OTHER INDIVIDUAL PREVIOUSLY IDENTIFIED IN AN ACTIVE PALMETTO HEALTH GENERAL CONSENT. YOU CAN REVOKE AT ANY TIME. IF YOU ARE A NEW PALMETTO HEALTH PATIENT, NO FAMILY MEMBER OR OTHER INDIVIDUAL WILL BE GIVEN ACCESS TO YOUR SMARTEXAM MEDICAL CONDITION OR OTHER INFORMATION BY PALMETTO HEALTH HERE FORWARD UNLESS OTHERWISE INDICATED IN A FUTURE GENERAL CONSENT CAPTURED DURING AN IN-PERSON VISIT WITH A PALMETTO HEALTH PROVIDER.

I understand I have the right to revoke this authorization at anytime and that I have the right to inspect or copy the protected health information to be disclosed as described in this document by sending written notification to the Privacy Office or Health Information Management. I understand that revocation is not effective in cases where the information has already been disclosed but will be effective going forward. I understand that information used or disclosed as a result of this authorization may be subject to re-disclosure by the recipient and may not longer be protected by federal or state law. This authorization shall be in effect until revoked by the patient.

My photograph may be taken for identification purposes and is the property of Palmetto Health unless I withdraw my consent in writing. If I have provided my e-mail address, I am requesting the ability to access my medical information through the Palmetto Health on-line Patient Portal. I give permission to share my electronic medical record among my health providers and obtain medication history through a Provider Health Information Exchange (HIE). Palmetto Health will not provide sensitive information such as behavioral health, substance abuse treatment, sexual abuse, genetic test results, HIV/STD status and adoption records unless mandatory disclosure is required by state or federal law. I may opt out of the HIE and continue to receive care.

BRIGHT.MD INC. AND SMARTEXAM TERMS OF USE

These Terms of Use govern your use of the web site located at www.smartexam.com (the "Site"), which is operated by Bright.md Inc. These Terms of Use apply to all users of the Site, whether visitors who merely browse the Site, users who register as patients to access the site, or users who submit their information to receive services through the Site.

For the purposes of this form, the terms "us" and "we" mean Bright.md Inc., the company who builds the SmartExam software. "Caregiver" and "Your Provider" means << medicalGroup >>, the healthcare organization through which you've accessed this service, and who provides you with medical care. Each SmartExam is a combination of software provided by Bright.md Inc., and clinical services provided by Your Provider.

The Site provides an online healthcare service that allows users to submit a clinical history for the list of common, minor conditions supported within our service menu. Based on the information you provide, and their own clinical judgment, Your Provider's licensed medical practitioners can provide a diagnosis and treatment plan.

THE SITE IS NOT INTENDED FOR USE IN A MEDICAL EMERGENCY OR IN CASE OF AN URGENT HEALTHCARE NEED. If appropriate, you may be referred to an alternative setting to receive care. You are charged a fee only if a diagnosis and treatment plan are provided to you.

By completing registration for SmartExam, you acknowledge that Your Provider's Health Privacy and Payment Terms has been made available to you, and that you have read and agree to those terms and these Terms of Use.

Consent to Release Your Information

You agree to allow Bright.md to release your information to Your Provider for treatment, payment, and operations: This allows us to share your information and coordinate your care with Your Provider, and to bill for the services provided.

- You authorize us to release information from your SmartExam interview to Your Provider for treatment, payment, and healthcare operations.

- You authorize us and Your Provider to release information from your SmartExam interview for purposes of processing and paying claims, coordinating benefits, coordinating care, quality-of-care review studies, and other functions that support treatment, payment, and healthcare operations, including those functions that your Caregiver is required by your health plan or other third-party payers to perform.

- You authorize Your Provider to release your health information to appropriate accreditation, quality review, or measurement personnel, to disease, pharmacy, or case management providers, and to other third parties for purposes related to treatment, payment, and healthcare operations.

Login Security

As part of the registration process for patients or Caregivers, the Site requires that you create a unique personal login ID and password. You are solely responsible for maintaining the safety and security of your login ID and password. You should change your password if you believe that confidentiality has been compromised. For the purposes of this form, use of your personal login ID and password to access the Site, or accessing the Site while bypassing the use of your personal login ID and password, will be considered a "Login."

Expiration and Revocation

You may revoke (cancel) this consent, in writing, at any time. Revoking consent does not apply to information that has already been disclosed. Any Login (including a login after revoking or canceling this consent) will be deemed your acceptance or renewal of these terms, including any revisions that have been made. You should periodically visit the Site to review the current terms to which you are bound.

Use of the Site

If you register to receive services as a patient, we will rely on you to provide accurate and complete information throughout both the clinical interview and the registration process, in order to provide appropriate care to you. You may access the Site's services for yourself, or for your minor children as permitted by the rules of the Site. In addition, you must provide a phone number that can be used by us to contact you with any questions after completing the interview in order to provide a diagnosis and treatment plan via the Site. You also must notify us as soon as you become aware of any critical change to your information that could impact an active treatment plan provided through the Site.

You are responsible for providing: (i) all equipment, such as a computer and modem, necessary to access the Internet; (ii) your own access to the Internet; and (iii) payment of all telephone or other fees associated with such access to the Site, including text messaging, voice, or data fees.

You are expected to use the site as intended, and are responsible for ensuring that your use of the Site complies at all times with any and all applicable local, state, federal, and international laws and treaties. You will not use SmartExam for any use involving (a) Virus or Malware; (b) illegal, libellous, abusive, threatening, harmful, vulgar, pornographic, or obscene activities; (c) spamming, chain letters, or the use or dissemination of objectionable material of any kind or nature; (d) behaviors causing offense, defamation, or harassment; or (e) infringement of the intellectual property rights or any other rights of any third party.

Bright.md reserves the right to suspend or remove access for users who we believe or suspect are in violation of the Terms of Use.

Changes in Terms of Use

We reserve the right to revise and update these Terms of Use. Any such revisions will be effective on the date of posting to the Site. Your use of the Site

following any such revisions will be deemed your acceptance of such revisions. You should periodically visit the Site to review the current terms to which you are bound.

Payment for Services without Insurance

If a credit card payment is needed, we will collect your credit card information at the time of checkout and charge this card only if you receive a treatment plan. If for some reason your credit card is not valid at the time a treatment plan is given, you agree to work with Your Provider to provide an alternative credit card that can be charged for your service. We will always notify you whenever we process a charge on your credit card.

Payment for Services with Insurance

Insurance coverage and costs can vary by company and even within your plan. That means that it isn't possible to make any guarantees regarding the payment that will be made by your insurance plan. If SmartExam is a covered benefit through your health plan, you are responsible for submitting the appropriate information about your SmartExam, and are responsible for any charges not reimbursed by your insurance company. This may include a co-pay, deductible, or even the full amount of the charge.

Public Healthcare Programs - Patient Agreement Waiver

Fee-for-service Medicare and Medical Assistance ("Medicaid") do not cover the cost of the SmartExam services. Some Medicare managed care plans may cover SmartExam services. You should contact your managed care plan to find out whether the services will be covered for you. If SmartExam is a covered benefit through your Medicare managed care plan, you are responsible for submitting the appropriate information about your SmartExam, and are responsible for any charges not reimbursed by that plan. If you are a member of a Government Healthcare Program that does not cover SmartExam services, you understand and agree that you are personally financially responsible for the full cost of the Bright.md SmartExam service, because it is not a covered service under the program.

Privacy Policy

In order to receive treatment services, users provide personal contact information as part of the registration/checkout process for patients requesting treatment. Our privacy practices and your rights as a patient of Your Provider are explained in the Notice of Privacy Practices, which may be updated by us or Your Provider from time to time.

Cookies and Web Beacons

To learn what areas of our site are most popular, we collect anonymous, non-personal data about the pages you go to through the use of small files called "cookies" and "web beacons" or "pixel tags," which may be sent by your web browser to us and stored on your computer's hard

drive. For example, we may use cookies to enable you to use certain website features, store your preferences, or recognize you when you return to our site. We may use web beacons (also called pixel tags) on email communication with you (in the form of small graphic images) or on our site to analyze your online behavior and measure the effectiveness of our site and the services we provide to you. Each cookie is automatically deleted after a period of time or when you close your web browser. We use both cookies and web beacons to help us enhance your experience on our site, improve navigation and site design, and learn more about your preferences.

You are able to limit the computer data we collect from you by setting your web browser to not accept cookies. If you limit the data we collect, some features on our site may not work properly for you and we may not be able to provide certain services to you through our site.

Copyright

The content of the Site, including, without limitation, text, graphics, images, and other material, including software developed and licensed by us, which permits the access and use of the Site (collectively the "Content"), is protected by intellectual property laws, including copyright laws. All right, title, and interest in and to the Content remains vested in us and shall not pass to you or any other user.

Restrictions on Use

You may view or download copies of the material on the Site for your own personal, noncommercial use. You may not, and may not knowingly allow any third party to, (a) reverse-engineer, disassemble, decompile, reproduce, transcribe, translate into any language or computer language, re-transmit in any form by any means, resell, or redistribute the Content without our prior written consent, (b) reverse engineer or attempt to discover any underlying ideas, source code, processes, techniques, technology, design, formula, engineering, or algorithms of the Site, or (c) use the Site for commercial purposes or otherwise use or allow others to use the Site for the benefit of any third party.

Trademarks

The trade names, trademarks, service marks, logos, and slogans contained in the Site are the trade names, trademarks, service marks, logos and slogans of Bright.md Inc., Your Provider, and/or its subsidiaries and affiliates (each a "Mark" and collectively the "Marks"). You are not authorized to use any Mark in any advertisement, publicity, or in any other commercial manner without our prior written consent. The trade names, trademarks, service marks, logos, and slogans contained in the Site that are not our Marks are the trade names, trademarks, service marks, logos, and slogans of their respective owners. References that we make to any specific trade name, trademark, service mark, product, service or process of a third party do not necessarily constitute or imply our endorsement, sponsorship, or recommendation of the third

party trade name, trademark, service mark, product, service or process, unless otherwise explicitly provided.

Sharing Information with Third Party Sites

We use several third party applications and vendors to provide services, including an electronic prescribing vendor, a credit card processing vendor, and insurance billing companies. As part of the service, we may have access to your prescription history if it was previously provided to our e-prescribing vendor by your health plan.

Links to Other Sites

The Site and Content may contain links to web sites operated by third parties. These links are provided solely for convenience and reference purposes only. The inclusion of any such link does not imply that we endorse the content of any web site to which the Site provides a link, nor are we liable for your reliance on or use of any information or materials contained in them.

User Feedback

You may be asked to provide feedback on your SmartExam experience. This feedback is always optional and your choice. This feedback may be hosted and stored at a third party site. You agree to not provide any medical information or personally identifiable information such as, but not limited to, your symptoms, condition, treatment, provider, or insurance ID, as described on the feedback screen.

Limitation of Liability

In no event shall we be liable to anyone for any delays, inaccuracies, errors, or omissions with respect to the Site or the transmission or delivery of all or any part of the services, for any damage arising thereof, or any results obtained from the use of the Site.

Governing Law and Forum for Disputes

The existence of the Site is not intended and should not be construed to mean that we are conducting business in all states of the United States of America, or that we consent to submit to the personal jurisdiction of the state or federal courts in any state in the United States, except the State of Oregon. Any claim or action arising directly or indirectly from the use of the Site must be brought in Oregon state court in Multnomah County, Oregon or in the United States District Court for the District of Oregon and shall be construed in all respects under the laws of the State of Oregon, exclusive of its choice of law or conflict of laws provisions.

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY AND MAY NOT BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Section 1 - Summary Notice

Your privacy is important to you, and it is important to us, too. So we have created policies to protect you and make you aware of how we may use your personal information.

We and Your Provider are also required by law to maintain the privacy of your personal information, to give you this notice and to abide by its terms.

We and Your Provider reserve the right to change the terms of these notices and to make the changes effective for all the information we maintain. You should periodically visit the Site and Your Provider's Notice of Privacy Practices link to review the current terms.

We use and disclose your personal information to help with your treatment, payment for your treatment, and our healthcare operations, and in other ways permitted or required by law. When the law requires us to get your permission before we disclose your information to another organization or person, or before we use it, we will do so as described below.

You also have specific rights related to your privacy. Those rights, and how you may exercise them, are described below.

Section 2 - Description of Our Privacy Practices

What is "Personal Information"?

"Personal information" is information that identifies you and that relates to your past, present, or future physical or mental health or condition, healthcare services and payment for those services. Personal information includes health information (such as diagnosis and treatment plans) as well as demographic information (such as your name, address, phone number, patient ID, payment information, social security or other identification number, and date of birth).

How we use and disclose your personal information

We use and disclose your personal information only as needed to conduct or support treatment, payment, or related healthcare operations, or as otherwise authorized by you or by law.

Treatment

We will use and disclose your personal information for treatment purposes. For example:

- To provide, coordinate, and manage your healthcare and related services or products
- To share your personal information with doctors, nurses, and other healthcare providers (such as those in X-ray, lab, and pharmacy) who are involved in your care
- To share your personal information with people and organizations involved in coordinating or managing your care, such as medication and disease management providers

If state law requires your written consent for Your Provider to disclose your personal information for treatment, they will ask you for that consent. But that consent will not generally be required for Your Provider to exchange information with affiliates. In some cases, Your Provider may participate in an organized healthcare arrangement. Providers that participate in an organized healthcare arrangement will use and share your personal information as necessary to carry out your treatment, payment, or for its healthcare operations. An example of an organized healthcare arrangement is a hospital and doctors on that hospital's medical staff. The hospital and these doctors work together to provide your care.

Payment

We will use and disclose your personal information for payment purposes. For example, to arrange for payment for services we provide to you, for eligibility and coverage inquiries, for prior authorization requests, to coordinate your benefits with other providers, for payer claims and quality reviews, and to bill:

- You
- Your health plan, insurance company, plan administrator, or plan sponsor
- Medicare
- Medicaid
- Any other payer or program

Healthcare operations

We will use and disclose your personal information to manage and improve our healthcare services and operations. Examples include:

- Quality assessment
- Licensing and accreditation
- Business planning and management
- Training and evaluating the performance of health professionals and Other members of our workforce
- Legal and accounting services

Business associates

Sometimes we provide services with the help of people who are not our employees, and companies that are not our affiliates. We call these people or companies our "business associates." They may include, for example, quality reviewers, billing services, equipment technologists, or technology vendors. We may give our business associates limited access to your personal information if they need that information to do work on our behalf. Under the law, business associates are required to safeguard your information the same way we are required to.

Appointment reminders, treatment alternatives

We may use your personal information to give you:

- Appointment, service, and prescription reminders
- Information about treatment options and services
- Information about other health-related products or services

When We May Use or Disclose Your Personal Information with Your Permission

In specific situations, we are required to get your written consent in order to share your personal information with nonaffiliated people or organizations for treatment, payment, or healthcare operations. In those instances, we will ask you to give us this consent in writing. If you refuse, then we will be unable to bill your payer for your services and may need to bill you personally instead.

There may also be times when we would like to use or disclose your personal information in a way that is not considered treatment, payment, or healthcare operations, and that use or disclosure would not otherwise be required or permitted by law. In those situations, we are required to ask for your written authorization. If you refuse, you may do so without fear of reprisal. If you give your authorization but change your mind later, you may revoke it in writing at any time, except to the extent we have already relied upon it.

Sale of Your Personal Information

We will not sell or rent your personal information without your written authorization.

Marketing

We will not use or disclose your personal information for marketing purposes without your authorization, except in the limited situations permitted by law, such as letting you know about products and services that we offer.

When We May Disclose Your Personal Information Without Your Permission

In the following situations we may be required or permitted to use or disclose your personal information without your permission, consistent with applicable law.

- When required by law
- For public health activities, such as vital statistics, tracking controlled substance prescriptions, tracking and managing certain diseases, injuries, and other health conditions, or reporting reactions to medication and problems with FDA-regulated products
- To report concerns of certain types of abuse, neglect, or domestic violence
- To a health oversight agency for health oversight activities, such as audits, investigations, inspections, and licensure activities
- For legal proceedings, in response to a valid court order or administrative order or other lawful process
- To law enforcement in certain circumstances, such as in response to a court or administrative order, warrant, or similar process; and, as permitted by law, to identify or locate a suspect, witness, or missing person, to identify a victim of crime, or to report a crime.
- To a coroner, medical examiner, or funeral director as permitted or required by law, such as to identify a deceased person, determine the cause of death, or to carry out their necessary duties

- To organ donation organizations to assist with organ or tissue donation and transplantation
- To prevent a serious and imminent threat to the health or safety of a person or the public, or to help law enforcement identify or apprehend a person who has escaped lawful custody or who is involved with a violent crime that may have seriously harmed someone
- For certain specialized government functions, such as military, national security, or lawful intelligence activities, or disclosures to a correctional institution if you are an inmate
- As required for workers' compensation or similar programs

Your Privacy Rights

State and federal laws give you rights that relate to the privacy of your personal information. Each of these rights is described below. If you want to exercise these rights, you must let us know in writing. For more information on these rights, see the Contact Information section below.

Right to Review and Get a Copy your Personal Information

Your Provider keeps a designated record set of patient medical records, billing records, and other records used to make decisions about patients and their care. With some limited exceptions, you have the right to review and get a copy of your personal information that is kept in this designated record set. You may also ask Your Provider to get a copy of this information in electronic format.

Right to Request an Amendment of Your Personal Information

You have the right to ask for an amendment of (change to) your personal information in our designated record set if you object to or disagree with information in there. You must give the reason for your request. Your request may be denied if, among other reasons, the information was not created by us or if we believe it is otherwise accurate and complete. However, if your requested change is denied, you have the right to ask that a copy of your objection or disagreement be kept with your records.

Right to Request Other Restrictions of Your Personal Information

You have the right to ask that your personal information not be used or disclosed for any of the purposes described in this notice by calling or sending an email to Your Provider. Your request will be fully considered, but there is no requirement that we or Your Provider agree to that request.

Right to Request Confidential Communications

You have the right to ask us to communicate with you about confidential matters by alternative means or at alternative locations. We will make reasonable efforts to accommodate your request.

Right to Receive an Accounting of Disclosures

Subject to certain exceptions, you have the right to receive from us, upon your request, an accounting, or listing, of instances when we disclosed your personal information as described in

the "When We May Disclose Your Personal Information Without Your Permission", section of this notice and of any unauthorized disclosures.

You also have additional rights that do not require contacting us in writing.

Right to Obtain a Copy of this Notice

You can request an additional copy of this notice using the Contact Information on the smartexam.com website.

Right to be Notified of a Breach

You have the right to receive notification of a breach of your unsecured personal information.

Right to Complain about Our Privacy Practices

If you believe we have violated your privacy rights, you may complain to us directly (see Contact Information below) or to the Office for Civil Rights of the United States Department of Health and Human Services. You may file a complaint without fear of reprisal.

GOVERNING LAW FOR PROVIDER

The delivery of care through this Site is not intended and should not be construed to mean that Palmetto Health is conducting business or is licensed to deliver care in all states of the United States of America, or that Palmetto Health consents to submit to the personal jurisdiction of the state or federal courts in any state in the United States, except the State of South Carolina. Any claim or action arising against Your Provider must be brought in South Carolina state court, or in the United States District Court for the District of South Carolina and shall be construed in all respects under the laws of the State of South Carolina, exclusive of its choice of law or conflict of laws provisions. Provider's liability and indemnification shall be limited to South Carolina law limitations for charitable entities and Tort Claims.

Contact Information

We encourage you to contact us and/or Your Provider if you have any questions about this Notice of Privacy Practices or to exercise your privacy rights. If you choose to contact us or Your Provider by email, please do not include Personal Health Information in that communication.

Bright.md Inc.

- Email: info@bright.md