

Terms of Use Virtual Care and the Website

Acceptance

It is important that you read all the following terms and conditions carefully. This Terms of Use Agreement ("Agreement") is a legal agreement between you and Brentwood Medical Clinic, the owner and operator ("Owner") of this Website (brentwoodwalk-inclinic.com). It states the terms and conditions under which you may access and use the clinic Virtue care, Email, and the Website and all written and other materials displayed or made available through the Website, including, without limitation, articles, text, photographs, images, illustrations, audio clips, video clips, computer software, and code (the "Content"). By accessing the Virtue care, Email and using the Website, you are indicating your acceptance to be bound by the terms and conditions of this Agreement. If you do not accept these terms and conditions, you must not access or use the Virtue care, Email and the Website. The Owner may revise this Agreement at any time by updating this posting. Use of the Virtual care, Email, and Website after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

Medical emergency

Do NOT use the Website for medical emergencies. If you have a medical emergency, **CALL 911 immediately**. Under no circumstances should you attempt self-treatment based on anything you have seen or read on the Website or sending an Email displayed on this Website.

Email communication with the public

The Owner does not wish to use the Website as a means of communication with the public (i) regarding questions or issues of a medical nature; **(ii) to establish physician-patient relationships**. Email communications regarding such matters will not be responded to and will be discarded unread.

Disclaimer for Virtual care (telephone, video) and Emails under patients' request

The Physician will use reasonable means to protect the security and confidentiality of information sent and received using the Services ("Services" is defined as virtual care tools). However, because of the risks outlined below, the Physician cannot guarantee the security and confidentiality of all virtual care tools:

- Use of virtual care tools to discuss sensitive information can increase the risk of such information being intercepted by third parties.
- Despite reasonable efforts to protect the privacy and security of information communicated through virtual care platforms, it is not possible to completely secure the information.
- The clinic employer and online services may have a legal right to inspect and keep electronic communications that pass through their system.
- Virtual care tools can introduce malware into a computer system, and potentially damage or disrupt the computer, networks, and security settings.
- Communications through virtual care tools can be forwarded, intercepted, circulated, or even changed without the knowledge or permission of the Physician or the patient.
- Even after the sender and recipient have deleted copies of electronic communications, back-up copies may exist on a computer system.
- Communications through virtual care tools may be disclosed in accordance with a duty to report or a court order.
- Some videoconferencing platforms may be more open to interception than other forms of videoconferencing and telephone calls. If the email or text is used as a virtual care tool, the following are additional risks:
 - Email, text messages, and instant messages can more easily be misdirected, resulting in increased risk of being received by unintended and unknown recipients.
 - Email, text messages, and instant messages can be easier to falsify than handwritten or signed hard copies. It is not feasible to verify the true identity of the sender, or to ensure that only the recipient can read the message once it has been sent.

Conditions of using the Services

- While the Physician will attempt to review and respond in a timely fashion to electronic communications such as emails, text messages, and instant messages, the Physician cannot guarantee that all electronic communications will be reviewed and responded to within any specific period of time. The Services will not be used for medical emergencies or other time-sensitive matters.
- If your electronic communication requires or invites a response from the Physician and you have not received a response within a reasonable time period, it is your responsibility to follow up to determine whether the intended recipient received the electronic communication and when the recipient will respond.
- Virtual care is not an appropriate substitute for in-person or over-the-telephone communication or clinical examinations, where appropriate, or for attending the Emergency Department when needed. You are responsible for following up on the Physician's electronic communication and for scheduling appointments where warranted.
- Electronic communications or recordings of virtual encounters concerning diagnosis or treatment may be printed or transcribed in full and made part of your medical record. Other individuals authorized to access the medical record, such as staff and billing personnel, may have access to those communications and recordings.
- The Physician may forward electronic communications or recordings to staff and those involved in the delivery and administration of your care. The Physician might use one or more of the Services to communicate with those involved in your care, e.g., referred third party medical services. The Physician will not forward electronic communications or recordings to third non-medical service parties, including family members, without your prior written consent, except as authorized or required by law.
- You and the Physician will use the Services to communicate sensitive medical information about matters specified below unless you timely inform the physician that you do not want to discuss further the following medical information over the telephone visits:

Sexually transmitted diseases, AIDS/HIV

Mental health

Developmental disability

Substance abuse

- You agree to timely inform the Physician of any types of information you do not want sending via the Services, in addition to those set out above. You can add to or modify the above list at any time by notifying the Physician in writing.
- Some Services might not be used for therapeutic purposes or to communicate clinical information. Where applicable, the use of these Services will be limited to education, information, and administrative purposes.
- The Physician is not responsible for information loss due to technical failures associated

with your software or internet service provider.

Copyright

The Content of website is protected by copyright law and is owned by the Owner and its licensors, any use of the Content, including modification, transmission, presentation, distribution, republication, or other exploitation of the Website or of its Content, whether in whole or in part, is prohibited without the express prior written consent of the Owner.

Entire Agreement

This is the entire Agreement between you and the Owner relating to your access and use of the Website and Virtual cares including email and phone call communications. If you wish not to use such virtual care, email, and phone calls to facilitate your medical services, it is your full responsibility to inform the clinic such decision in writing. Your rejection of usage of virtual care, email and phone calls may delay your medical services, you will take full responsibility to follow up your doctor at your discretion at your choosing time, the result of rejection of the virtual care and email communication may delay your timely access to medical services.