

**IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY,**

**CALL 911 IMMEDIATELY.**

**TERMS OF USE**

**I. ACCESSING THE WEBSITE MEANS YOU AGREE TO THESE TERMS OF USE**

These Terms of Use are a legal agreement between you, the end user, and JWM Neurology, PC, acting on behalf of its subsidiaries, affiliates, and licensors, ("JWM Neurology") and governs your use and access to the JWM Neurology Website.

Except where expressly noted otherwise, the JWM Neurology Website consists of all websites located on this root domain: [jwmneuro.com](http://jwmneuro.com) (the "Website").

Before you use the Website, please read these Terms of Use carefully. By your access or use of the Website, you are indicating that you agree to these Terms of Use. If you do not agree with these Terms of Use, do not access or use the Website. In addition, you may be required to acknowledge your consent to these Terms of Use or third party terms of use to navigate to certain pages of our Website or to complete some transactions.

The terms of the JWM Neurology [Privacy Policy](#) and the [Notice of Privacy Practices](#) apply to your use of the Website and are hereby incorporated. The Privacy Policy tells you how JWM Neurology collects, uses, protects, shares, and controls information about you related to your interactions with the Website. Additionally, each affiliate of JWM Neurology that provides healthcare services maintains a Notice of Privacy Practices ("NPP"). The affiliate's NPP provides information about how the applicable JWM Neurology affiliate might use and disclose your protected health information ("PHI").

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The Website may produce automated search results or otherwise link you to other websites on the Internet. These other websites are not under the control of JWM Neurology, and you acknowledge that JWM Neurology is not responsible for the accuracy, content, privacy policies, products, services, legality, reliability, viewpoint, accuracy, currency, copyright compliance, decency or any other aspect of the content of such websites. The inclusion of a link to another website does not imply endorsement of the linked website by JWM Neurology or any association with its operators. Except for information, products, services or merchandise clearly identified as being supplied by JWM Neurology, JWM Neurology does not operate, control, supply, endorse, warrant or

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It is important to understand that when you access or use these other websites, the terms governing your use of other websites may be different from JWM Neurology's Terms of Use, Privacy Policy, and NPP. If you visit another website, you are encouraged to examine the privacy policies and/or terms of use policies of that website.

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1. When you access the JWM Patient Portal (<https://myhealthrecord.com>), you will be required to accept the Terms of Use and Privacy Policy prior to setting up your Patient Portal account.
2. When you access InstaMed, the following terms apply to you: [Terms of Use](#) [Privacy Policy](#)

#### **V. LINKING TO THE WEBSITE**

Unless you have JWM Neurology's express written permission, you may not link to our homepage in a way that suggests that JWM Neurology endorses, approves, or is associated with a webpage. You may not link to the Website in a way that is illegal or damages or takes advantage of JWM's reputation.

#### **VI. SOME MATERIALS ON THE WEBSITE ARE ADVERTISING MATERIAL**

JWM Neurology is a healthcare provider, and as such strives to meet the needs of the community through coordination with other health care providers serving in the community. Information regarding our medical staff and other care providers may be available via the Website.

#### **VII. MEDICAL MATERIALS DISCLAIMER – THESE MATERIALS ARE NOT A SUBSTITUTE FOR MEDICAL ADVICE FROM YOUR HEALTH CARE PROVIDER**

UNLESS EXPRESSLY STATED OTHERWISE, NOTHING CONTAINED IN OR PROVIDED THROUGH THE WEBSITE, INCLUDING ALL MATERIALS, IS OR IS INTENDED TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, OR RELIED ON AS AN ENDORSEMENT BY JWM NEUROLOGY OF THE MATERIALS. IT SHOULD NOT BE USED IN PLACE OF A VISIT, CALL, CONSULTATION OR THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU READ, VIEWED, OR HEARD VIA THE WEBSITE.

#### **VIII. DISCLAIMER OF WARRANTIES**

THE WEBSITE AND ALL MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, JWM NEUROLOGY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

JWM Neurology assumes no responsibility for any loss or harm that occurs from your use of the Website.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL JWM NEUROLOGY, ITS AGENTS, SUBSIDIARIES, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, FEES, FINES, PENALTIES, LOSS OF REVENUE OR BUSINESS OR LIABILITIES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE WEBSITE, OR WHICH ARISE FROM SITES ACCESSED THROUGH THE WEBSITE, AND/OR CONTENT OR INFORMATION PROVIDED ON OR THROUGH THE WEBSITE.

BY USING OR ACCESSING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE.

**X. ACCEPTABLE USE AND INDEMNIFICATION FROM IMPROPER USE**

By using the Website, posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through the Website, you acknowledge and agree that:

- JWM Neurology does not actively monitor the content posted by users, and you view all materials at your own risk.
- You will not publish content or otherwise post information that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts or language or otherwise harasses an individual or group of individuals on the basis of race, color, religion, age, gender identity, sex, sexual orientation, disability or national origin.
- You will not post medical advice.
- At any time, JWM Neurology may disclose information to satisfy applicable laws or regulations.
- JWM Neurology reserves the right to remove any content you post and monitor or terminate your use of the Website with or without notice at any time and for any reason.
- JWM Neurology reserves the right to change the Website or remove it or any other materials or services provided through the Website.

You agree to indemnify, hold harmless and defend (collectively "indemnify" or similar term as the context so requires) JWM Neurology from and against any and all damages, costs, losses, liabilities, claims, causes of action, proceedings, lawsuits and expenses (collectively "Claims"), including attorneys' fees, costs and expenses reasonably incurred by JWM Neurology in connection with, related to, or arising out of your access, use or interaction occurring through the Website or the content made available via the Website.

**XI. THESE TERMS OF USE ARE GOVERNED BY INDIANA LAW**

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Indiana, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of the Website shall be filed only in the state or federal courts located in the state of Indiana, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

## **XII. YOUR PERSONAL MEDICAL INFORMATION**

Please note that except where expressly stated otherwise (such as certain Third Party Pages or Third Party Websites) there is no provider–patient relationship between you and JWM Neurology solely resulting from your use of the general Website. Except where expressly stated otherwise, information you share on the Website is not protected under confidentiality laws that protect provider–patient communications. By posting information to the Website, you are sharing your personal information. Please carefully select what you choose to disclose and do not share personal medical information.

## **XIII. YOU DO NOT HAVE PERMISSION TO USE JWM NEUROLOGY TRADEMARKS**

You shall not use JWM Neurology’s name, content, logos or trademarks without the prior express written consent of JWM Neurology.

## **XIV. THE WEBSITE AND MATERIALS ARE PROTECTED BY INTELLECTUAL PROPERTY LAWS**

The Website and all Materials are owned by or licensed to JWM Neurology and are protected by copyright, trademark, patent, trade secret, and other intellectual property and proprietary rights laws.

## **XV. WE WILL COMPLY WITH THE DIGITAL MILLENNIUM COPYRIGHT ACT**

If you have any copyright concerns about materials posted on the Website, you agree to let JWM Neurology know. Pursuant to Title 17, United States Code, Section 512(C)(2), notifications of claimed copyright infringement should be sent to JWM Neurology's Designated Agent. An effective notification contains the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All inquiries not relevant to the following procedure will not receive a response. For more information contact: JWM’s Chief Operating Officer: 317-308-2800 or [medicalaffairs@jwmneuro.com](mailto:medicalaffairs@jwmneuro.com)

## **XVI. WAIVER**

A waiver of any of the terms and conditions of the Terms of Use does not constitute a waiver of terms and conditions in the future. If JWM Neurology does not assert a right or a provision of the Terms of Use, that does not constitute waiver of the right or provision of the Terms of Use.

#### **XVII. ENTIRE AGREEMENT**

The Terms of Use and the Privacy Policy represent the sole and entire agreement between you and JWM Neurology.

#### **Contact Us**

Please contact JWM's Chief Operating Officer at 317-308-2800 or [medicalaffairs@jwmneuro.com](mailto:medicalaffairs@jwmneuro.com) if you have questions or concerns regarding these Terms of Use.

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