

MDops Corporation Privacy Policy

Our Privacy Policy

MDops Corporation addresses the complexities and critical needs of today's healthcare environment by providing a free, web-based Electronic Health Record (EHR) application to physicians and their authorized mid-level practitioners.

MDops Corporation is dedicated to protecting the privacy of the users of any of our products or services and of the individuals whose health information is stored or transmitted by our system. MDops Corporation's Electronic Health Record application MDlog is developed for the highest levels of security and performance. MDops Corporation uses advanced data centers equipped with best-in-class technology to securely house sensitive data.

On Demand Services

Note to Users of our hosted MDlog application. If you are a User of our MDlog application, you have signed a User Agreement relating to those systems. The User Agreement takes precedence over this Privacy Policy.

Users Personal Information

We understand the importance of protecting you from the unauthorized use of information you provide in the course of doing business with us. Except as disclosed in this policy or our User Agreement, we will not give away, sell or otherwise disclose any information that personally identifies you. We may, however, obtain, use and disclose personal information about you for the purpose of verifying your identity and practice credentials, and we may provide personal information to payers with which you contract to provide health care services. We may also disclose personal information about you if we are compelled to do so by law or by valid legal process. We may disclose personal information if we have your express permission to do so or the disclosure is to our service providers to assist us in providing our services, or for user verification purposes. We also use IP addresses to analyze trends, administer the site and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

We have the right to remove personal identifiers from your personal information, so that it cannot reasonably be used to identify you. In the User Agreement, you transfer and assign to us all right, title and interest in and to all such de-identified personal information, and you agree that we may use, disclose, market, license and sell such de-identified personal information for any purpose without restriction, and that you have no interest in such de-identified personal information, or in the proceeds of any sale, license, or other commercialization thereof.

Protected Health Information

Our User Agreement sets forth our obligations as our users' business associate under the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and its privacy and security regulations (HIPAA), and under the privacy and security provisions of the

Technology for Economic and Clinical Health Act of 2009 (the HITECH Act). We will comply with the business associate provisions of our User Agreement. We will also comply with provisions of the HIPAA Security Rule that apply to business associates under the HITECH Act, and the privacy and security provisions of the HITECH Act that are applicable to business associates.

Permitted Uses of Protected Health Information

The User Agreement sets forth the ways in which we may use or disclose protected health information we receive from you, or create or receive on your behalf. Among other permitted uses, we may-
Allow access to your health information to you and your workforce for whatever purpose you require it. Allow access to your health information by other health care providers and their business associates for treatment. This includes disclosing health information for related applications that you select, such as clinical laboratory reporting, billing and e-prescribing, as well as to other health care providers to whom you agree to give access to your protected health information for treatment. You agree to be bound by the terms of any licensing and other agreements relating to such third-party products and services.
Allow access to health information to your patients through our Patient Fusion portal. You control which of your patients have access to their health records, and what kind of information they can see. De-identify your health information. In the User Agreement, you transfer and assign to us all right, title and interest in and to all de-identified information that we make from your health information, and you agree that we may use, disclose, market, license and sell such de-identified information for any purpose without restriction, and that you have no interest in such de-identified information, or in the proceeds of any sale, license, or other commercialization thereof. We will, however, maintain the confidentiality and security of the original health information as required by the User Agreement. Create limited data sets from your health information, and disclose them for any purpose for which you may disclose a limited data set. In the User Agreement you authorize us to enter into data use agreements on your behalf for the use of limited data sets, in accordance with applicable state and federal law and regulation. Aggregate your health information with that of other users, and share aggregated information in accordance with applicable state and federal law. Use your health information for the proper management and administration of our business, and to carry out our legal responsibilities. We may also disclose your health information for these purposes if the disclosure is required by law, or we obtain reasonable assurances from the recipient that the information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and the recipient notifies us of any instances of which the User is aware in which the confidentiality of the information has been breached. For example, we may permit access to the system by our contracted system developers under appropriate confidentiality agreements.

We reserve the right to make any other uses of your health information that are permitted to a Business Associate, as described from time to time in our policies and procedures. However, except as permitted by the Privacy Rule, we will not use or disclose your health information in any manner that would violate the Privacy Rule if done by you or your business associate.

Your Obligations

You agree that you will use other persons' information available on or through this site (whether or not protected health information) strictly in accordance with applicable laws and regulations, and you will

ensure that others under your control who have access to such information also comply with applicable laws and regulations. You are solely responsible for obtaining and maintaining all patient consents and authorizations necessary for your use of the site and the systems to which it provides access.

Account Access

To access your account, you must provide the identifier we provided you. With this information, we can verify your identity and permit you to view data in our system. We log and audit system use in order to ensure that users are using the system appropriately. If we have questions about your use of the system, we may contact you. We may also disclose your identity to others to assist in the investigation of suspected misuse of our systems, and otherwise to ensure the proper operation of our systems.

Surveys, questionnaires, and polls

MDops Corporation may ask you to participate in use surveys, questionnaires, or polls, to facilitate feedback and input from our users. When you respond to surveys, questionnaires or polls related to our site, this information is collected only as anonymous, aggregated information and is used for statistical purposes.

Internet cookies

Each time you visit one of the Sites, MDops Corporation collects the limited information that your browser makes available whenever you visit any website. Additionally, MDops Corporation may place internet "cookies" on the computer hard drives of visitors to this website. Information we obtain from cookies helps us to tailor our site to be more helpful and efficient for our visitors. The cookie consists of a unique identifier that does not contain information about you or your health history. We use two types of cookies, "session" cookies and "persistent" cookies.

A session cookie is temporary, and expires after you end a session and close your web browser. We use session cookies to help customize your experience on our site, and maintain your signed-on status as you navigate through the features. Persistent cookies remain on your hard drive after you've exited from our site, until you erase them or they expire. Persistent cookies will not contain any personal information about you.

Marketing Products and Services

We may place advertisements concerning the products and services of third parties on the interface to our services, so that you see them when you use the services. We may receive remuneration from the suppliers of these products and services for placing their advertisements. We may use computerized processes to tailor the advertisements to you or to your use of the system. However, except as described above, we will not use or disclose to any third party any information that identifies you to enable the third party to market products or services to you directly.

Security Portions of this site require a valid user name, e-mail address, code or password (or a combination of the foregoing) to access and use services or materials on the site. You are solely responsible for (1) maintaining the strict confidentiality of any user name, e-mail address, code or password (collectively, "User IDs") assigned to you, (2) not allowing another person to use your User IDs to access the site, (3) any damages or losses that may be incurred or suffered as a result of your failure

to maintain the strict confidentiality of your User IDs, and (4) promptly informing MDops Corporation in writing of any need to deactivate a User ID due to potential or actual security breaches. MDops Corporation is not liable for any harm related to the theft of your IDs, your disclosure of your User IDs, or your authorization to allow another person or entity to access and use the site using your User IDs. You agree to immediately notify MDops Corporation in writing of any unauthorized use of any of your User IDs.

User Forums

We may offer forums for the exchange of information among our users. You agree to assume all responsibility for your use of such forums. In particular, you understand that we do not assure the accuracy, reliability, confidentiality or security of information made available through the use of our forums. You agree not to disclose individually identifiable health information through our forums.

Clinical Support

We may provide information to assist you in clinical decision-making. This may include information and reminders concerning drug interactions, allergies, dosages, as well as general health-care related information and resources. We may also provide forums for our users to exchange information. The information and materials available through this site are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. Information may be placed on this site by MDops Corporation and by third parties beyond the control of MDops Corporation. MDops Corporation is not responsible for the accuracy or completeness of information available from or through this site. You are not permitted to use this site to advise, diagnose, or otherwise treat users of this site. You assume full risk and responsibility for the use of information you obtain from or through this site, and you agree that MDops Corporation, Inc. is not responsible or liable for any claim, loss, or liability arising from the use of the information. MDops Corporation does not recommend or endorse any provider of health care or health-related products, items or services, and the appearance of materials on this site relating to any such products, items or services is not an endorsement or recommendation of them.

Additional Material

You may provide content or material to this site by participating in forums, discussion groups and the like, or by using the site to create custom templates and the like. You agree that any information, material or work product you provide to this site, other than protected health information that identifies a patient or personal information that identifies you, is the exclusive property of MDops Corporation, Inc., and by submitting such content or material you assign to MDops Corporation, Inc., all intellectual property rights in such content or material. Furthermore, you agree that MDops Corporation may use, disclose, market, license and sell such material or content, and that you have no interest in the information, or in the proceeds of any sale, license, or other commercialization thereof. You warrant and agree that any material you provide will not infringe on the intellectual property or other rights of others, and will not be otherwise unlawful, infringing, threatening, libelous, defamatory, obscene, pornographic, or in violation of any law. You should bear in mind that any information you post in a forum or discussion group is available to the public, and may result in your receiving communications

from others outside this site. You are responsible for safeguarding the privacy of your and your patients' personal information when you participate in forums, discussion groups and the like.

Links to Other Materials

This site provides links to sites operated by third parties. MDops Corporation has no control over the content of such linked sites, and is not responsible for it, or for the effect of your accessing a site through a link on our site. You should assume that any information that does not bear the MDops Corporation logo is operated by a third party, and you should read the site's privacy notice before using it.

Applicable Law

Any claim relating to the use of this site or the systems or information to which it gives access shall be governed by the internal substantive laws of the State of New York.

Other Matters

We have no intention of accepting any information from individuals under the age of 18. If you are not yet 18 years of age, please leave this site immediately. Parents are urged to monitor and supervise their children's on-line activity. We reserve the right to make changes to our privacy policy at any time without prior notice, and to apply the changes to information received by us prior to the effective date of the change. Please be sure to check this page periodically for updates to this policy.

Questions, complaints, and contacts

If you have any questions about this Privacy Statement, our policies and practice, your rights under this statement, and your dealings with the MDops Corporation, send an email to support@MDops.com or by U.S. mail at the address:

MDops Corporation,
164 Kettles Lane,
Medford, NY 11763