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### **YOUR ACCOUNT**

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As part of our service, we may use cookies to store and sometimes track information about you. A cookie is a small amount of data that is sent to your browser from a Web server and stored on your computer's hard drive. Generally, we use cookies to: (i) remind us who you are and enable us to access

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### **HOW YOU CAN OPT-OUT**

You must notify your practice to disengage You from the NextGen® Patient Portal.

### **YOUR PERSONAL INFORMATION**

Your privacy is important to us. You will need to provide a User ID and password to access and use the Service. When you download your Personal Information from Your data source (including, for example, medical expense information from visits to healthcare providers) the Portal will store your personal information. We provide the NextGen® Patient Portal to you as a Business Associate to your health care provider. As a Business Associate, we follow the rules that apply to Business Associates under HIPAA and the HITECH Act, as well as any other privacy and security rule surrounding your personal information that was agreed to between NextGen Healthcare and your healthcare provider.

### **SECURITY**

We employ reasonable and current security methods to prevent unauthorized access, maintain data accuracy, and ensure correct use of information your account information and profile are password-protected. We recommend that you do not divulge your password to anyone. Our personnel will never ask you for your password in an unsolicited phone call or in an unsolicited e-mail. Remember to sign out of your account and close your browser window when you have finished your session. This is to help ensure that others cannot access your personal information and correspondence if you share a computer with someone else or are using a computer in a public place where others may have access to it. Remember that certain portions of the website that you may visit may be public places, whether solely for users within a practice or for any users of our portal. Whenever you voluntarily disclose personal information online - for example on message boards, through e-mail or in chat areas - that information can be collected and used by others. No data transmission over the Internet or any wireless network can be guaranteed to be perfectly secure. As a result, while we try to protect your personal information, we cannot ensure or guarantee the security of any information you transmit to us, and you do so at your own risk. Access to our database is protected by physical plant security, with access limited to few personnel. Thumbprint key-access locks as well as motion, and temperature detectors are also part of our security. Our database IP is only accessible through our application and not visible over the Internet. We have also taken those steps required of us under the Health Information Technology for Economic and Clinical Health ("HITECH") and HIPAA to protect the security and privacy of any patient information housed on our website.

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#### **INFORMATION CONTROL**

We do not control the information provided by other users that is made available through our system. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using our site. Please note that there are also risks of dealing with underage persons or people acting under false pretense. Additionally, there may also be risks dealing with international trade and foreign nationals.

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We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. Any changes to our policies will be communicated through our web site at least in advance of its effective date. Information collected before changes are made will be secured according to the previous policies. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

#### **GENERAL**

This Agreement shall be governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by NextGen Healthcare, in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject

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**If you have any questions about NextGen Healthcare's Privacy Policy,** please contact [PrivacyOfficer@NextGen.com](mailto:PrivacyOfficer@NextGen.com).

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