**DO NOT USE THIS APPLICATION FOR EMERGENCY MEDICAL NEEDS. If this is a medical emergency, call 9-1-1 immediately.**

**Informed Consent of Services**

Delivering VirtualLynk services involves the use of electronic communications to enable healthcare providers at different locations to share individual patient medical information for the purpose of improving patient care. The information may be used for diagnosis, therapy, follow-up and/or education and may include the following:

* Patient medical records
* Medical images
* Medical test results
* Live two-way audio and video
* Output data from medical devices and sound and video files

Electronic systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

**Expected Benefits**

Improved access to medical care by enabling a patient to remain in his/her local healthcare site (i.e. home) while the physician consults and obtains test results at distant/other sites.

More efficient medical evaluation and management.

Obtaining expertise of a specialist.

**Possible Risks:**

In rare cases, the consultant may determine that the transmitted information is of inadequate quality, thus necessitating a face-to-face meeting with the patient, or at least a rescheduled video consult.

Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment.

In very rare instances, security protocols could fail, causing a breach of privacy or personal medical information.

In rare cases, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors. By checking the box associated with “Terms and Conditions,” you acknowledge that you understand and agree with the following:

* I understand that the laws that protect privacy and the confidentiality of medical information also apply to VirtualLynk, and that no information obtained in the use of VirtualLynk, which identifies me, will be disclosed to researchers or other entities without my consent.
* I understand that I have the right to withhold or withdraw my consent to the use of VirtualLynk in the course of my care at any time, without affecting my right to future care or treatment.
* I understand the alternatives to VirtualLynk consultation as they have been explained to me, and in choosing to participate in a VirtualLynk consultation, I understand that some parts of the exam involving physical tests may be conducted by individuals at my location, or at a testing facility, at the direction of the consulting healthcare provider.
* I understand that VirtualLynk may involve electronic communication of my personal information to other medical practitioners who may be located in other areas, including out of state.
* I understand that I may expect the anticipated benefits from the use of VirtualLynk in my care, but that no results can be guaranteed or assured.
* I understand that my healthcare information may be shared with other individuals for scheduling and billing purposes. Others may also be present during the consultation other than my healthcare provider and consulting healthcare provider in order to operate the video equipment. The above-mentioned people will all maintain confidentiality of the information obtained. I further understand that I will be informed of their presence in the consultation and thus will have the right to request the following: (1) omit specific details of my medical history/physical examination that are personally sensitive to me (2) ask non-medical personnel to leave the VirtualLynk examination room (3) terminate my consultation at any time.

**Patient Consent to The Use of VirtualLynk**

I have read and understand the information provided above regarding VirtualLynk, have discussed it with my physician or such assistants as may be designated, and all of my questions have been answered to my satisfaction.

I have read this document carefully and understand the risks and benefits of the teleconferencing consultation and have had my questions regarding the procedure explained. I hereby give my informed consent to participate in VirtualLynk visits under their terms described herein.

By checking the box containing “Terms and Conditions,” I hereby state that I have read, understood, and agree to the terms of this document.

**Please Read These Terms of Service Carefully**

These terms of service (“Terms of Service”) apply to and govern your access to and use of the VirtualLynk smartphone application (“Application”). By using this Application, you agree to be bound by these Terms of Service and to use the Application in accordance with these Terms, our Privacy Policy, and any additional terms and conditions that are referenced herein or that otherwise may apply to specific sections of the Application. Accessing the Application in any manner, whether automated or otherwise, constitutes use of the Application and your agreement to be bound by these Terms of Service.

We reserve the right to change these Terms of Service or to impose new conditions on use of the Application, from time to time, in which case we will post the revised Terms of Service on the Application and request that you review and agree to the updated terms. By continuing to use the Application after we post any such changes, you accept the Terms of Service, as modified. We also reserve the right to deny access to the Application or any features of the Application to anyone who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to enjoy our Application or infringes on the rights of others.

**1. Services Provided**

VirtualLynk provides access to healthcare resources via smartphone application to connect individuals with a practicing cardiologist in real time, via live video conferencing, telephone, and/or secure text messaging for the diagnosis and treatment of patients via telemedicine technology.

**2. Your Limited Right to Use Application Materials**

The Application and all materials available through VirtualLynk are the property of Core Systems and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The Application is provided solely for your personal noncommercial use. You may not use the Application or the materials available in a manner that constitutes an infringement on our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms of Service or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium any material from the Application. You may, however, from time to time, download and/or print one copy of individual pages from the Application for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices. Information about requesting permission to reproduce or distribute materials from the Site can be obtained by contacting us as follows: ecardiologysolutions@yahoo.com

**3. Application Registration Process**

In order to access certain features of our Application, we may ask you to provide certain demographic information including your gender, year of birth, and address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Application’s registration. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Application. Our use of any information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

**4. Responsibility for Your Username and Password**

In order to use certain features of our Application, you may need a username and password, which you will receive and/or create through the Application’s registration process. We reserve the right to reject or terminate the use of any username that we deem in our sole judgment offensive or inappropriate. In addition, we also reserve the right to terminate the use of any username or account, or to deny access to the Application or any features of the Application, to anyone who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to enjoy our Application. You are responsible for maintaining the confidentiality of your password and account, and you are responsible for all activities (whether by you or others) that occur under your password and account. You agree to notify us immediately of any unauthorized used of your account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

**5. Limitation on Use of Company Directories**

The information contained in any physician directories that may be provided on the Application is provided for business lookup purposes and is not to be used for marketing or telemarketing applications. This information may not be copied or redistributed and is provided “as is” without warranty of any kind. In no event will we or our suppliers be liable in any way with regard to such information.

**6. Modifications to, or Discontinuations of, the Application**

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Application, or any portion thereof, with or without notice. You agree that we will not be liable to you or any third party for any modification, suspension, or discontinuance of the Application or any portion thereof.

**7. Disclaimers**

We do not warrant that the Application or any of its functions will be uninterrupted or error-free, that defects will be corrected, or that any part of the Application, or the servers that make it available, are free of viruses or other harmful components.

You must provide and are solely responsible for all hardware and/or software necessary to access the Application. You assume the entire cost and responsibility of any damage to, and all necessary maintenance, repair or correction of, that hardware and/or software.

**8. Limitation of Liability**

Under no circumstances, including, but not limited to, negligence, will we or our subsidiaries, parent companies or affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the Application, including its services, even if we are advised beforehand of the possibility of such damages (because some states do not allow the exclusion or limitation of certain categories of damages, the above limitation may not apply to you. In some states, our liability and the liability of our subsidiaries, parent companies and affiliates, is limited to the fullest extent permitted by such state law). You specifically acknowledge and agree that we are not liable for any defamatory, offensive, or illegal conduct of any user. If you are dissatisfied with the Application, our services, or with any of the Application’s Terms and Conditions, your sole and exclusive remedy is to discontinue using the Application.

**9. Indemnification**

You agree to indemnify and hold harmless us, our affiliates, and each of our and their respective directors, officers, managers, employees, shareholders, agents, representatives and licensors, form and against any and all losses, expenses, damages and costs, including reasonable attorneys’ fees, that arise out of your use of the Application, violation of these Terms of Service by you or any other person using your account, or your violation of any rights of another. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you agree to provide us with cooperation as is reasonably requested by us.

**10. Suspension and Termination of Access**

You agree that, in our sole discretion, we may suspend or terminate your password, account (or any part thereof), or use of the Application, or any part of the Application, and remove and discard any materials that you submit to the Application, at any time, for any reason, without notice. You agree that we will not be liable to you or any third party for any suspension or termination of your password, account or use of the Application or any part thereof, or any removal of any materials that you have submitted to the Application. In the event that we suspend or terminate your access to and/or use of the Application, you will continue to be bound by the Terms of Service that were in effect as of the date of your suspension or termination.

**11. Summary Notice of HIPAA Privacy Practices**

The Health Insurance Portability & Accountability Act of 1996 (HIPAA) is a federal program that requires that all medical records and other individually identifiable health information used or disclosed by VirtualLynk in nay form, whether electronically, on paper, or orally, are kept properly confidential. This Act gives you, the patient, significant new rights to understand and control how your health information is used. HIPAA provides penalties for covered entities that misuse personal health information.

VirtualLynk has prepared this “Summary Notice of HIPAA Privacy Practices” to explain how it is required to maintain the privacy of your health information and how it may use and disclose your health information. A Notice of HIPAA Privacy Practices containing a more complete description of the uses and disclosures of your health information is available to you upon request.

VirtualLynk may use and disclose your medical records for each of the following purposes: treatment, payment, and health care operations. Treatment means providing, coordinating, or managing health care and related services by one or more health care providers. Payment means such activities as obtaining payment or reimbursement for services, billing or collection activities and utilization review. Health care operations including managing your electronic medical record to facilitate diagnostic medical consultations with participating physicians, as well as conducting quality assessment and improvement activities, auditing functions, cost-management analysis, and customer service.

VirtualLynk may also create and distribute de-identified health information by removing all references to individually identifiable information. VirtualLynk may contact you to provide information about our services and other health-related services that may be of interest to you.

Any other uses and disclosures will be made only with your written authorization. You may revoke such authorization in writing and VirtualLynk is required to honor and abide by that written request, except to the extent that it has already taken actions relying on your authorization.

You have the following rights with respect to your protected health information, which you can exercise by presenting a written request addressed to the attention of the VirtualLynk Compliance Officer.

* You have the right to ask for restrictions on the ways VirtualLynk uses and discloses your health information for treatment, payment, and health care operations. You may also request that VirtualLynk limit its disclosures to persons assisting your care. VirtualLynk will consider your request, but is not required to accept it.
* You have the right to request that you receive communications containing your protected health information from VirtualLynk by alternative means or at alternative locations. For example, you may ask that VirtualLynk only contact you at home or by mail.
* Except under certain circumstances, you have the right to inspect and copy medical, billing and other records used to make decisions about you. If you ask for copies of this information, VirtualLynk may charge you a nominal fee for copying and mailing.
* If you believe that information in your records is incorrect or incomplete, you have the right to ask us VirtualLynk to correct the existing information or add missing information. Under certain circumstances, your request may be denied, such as when the information is accurate and complete.
* You have a right to receive a list of certain instances when VirtualLynk has used or disclosed your medical information.