

## **Terms & Conditions**

This Terms & Conditions for New England Integrated Primary Care (NEIPC) describes how and why we might collect, store, use, and share ("process") your information when you use our services, such as when you:

- Visit our website at <https://www.neipcare.com> or any website of ours that links to this privacy notice
- Engage with us in other related ways, including healthcare services, any sales, or events.

### **1. Acceptance of Terms**

By accessing and using our services, you accept and agree to be bound by the terms and provisions of this agreement. If you do not agree to abide by these terms, please do not use this service. By using the Service, you represent that you are 18 years of age or older. If you are under the age of 18, you may use the Service only under the supervision of a parent or legal guardian who has agreed to be bound by these Terms.

### **2. Medical Advice Disclaimer**

Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition.

You understand and agree that the services are not intended to facilitate emergency care or treatment or serve as a substitute for medical advice, diagnosis, or treatment, or a health care provider's individualized advice or care. If you are having a medical emergency, your health or safety is at risk, or you otherwise need immediate medical care or treatment, please contact your physician or dial 911 for emergency services.

### **3. Use of Services**

Our services are intended for personal use only and must not be used for any commercial purposes. Unauthorized use of our services is strictly prohibited.

Our services are available to individuals who are legally capable of entering into binding contracts.

By using our services, you represent and warrant that you meet these eligibility requirements.

We strive to ensure that our services are available and accessible to all patients. However, we do not guarantee uninterrupted access to our services and are not responsible for any interruptions or delays. You agree to provide accurate and complete information during the registration and appointment process. You are responsible for following prescribed treatments and attending scheduled appointments. Notify us promptly of any changes to your medical condition or contact information.

### **4. Privacy and Confidentiality**

We respect your privacy. We do not share your personal information with third parties, except as required by law or with your explicit consent. We may share information with our service providers who assist us in delivering our services, under strict confidentiality agreements.

We collect personal information that you voluntarily provide to us when registering, making appointments, or contacting us. This may include your name, contact information, health information, health insurance, and payment details.

Please refer to our Privacy Policy for detailed information on how we handle your data, Privacy Policy URL <https://neipcare.com/privacy-1>

We are committed to protecting your privacy and maintaining the confidentiality of your health information. To know more information about our Medical Information Privacy Policy, visit our Medical Information Privacy- Your Health Information Your Rights URL (<https://img1.wsimg.com/blobby/go/c65b0e31-f4d5-4b2d-863e-2f01b367fe9f/downloads/4cda4ad9-2d18-4afa-be0e-04454616252c/Medical%20Information%20Privacy.pdf?ver=1733498628875>) and

## 5. Terms of Service related to SMS communications

The Terms of Service related to SMS communications including **Consent for SMS Communications, Types of SMS, and Standard Messaging Disclosures** are included in the **Privacy Policy** (URL <https://img1.wsimg.com/blobby/go/c65b0e31-f4d5-4b2d-863e-2f01b367fe9f/downloads/3de8d9b7-ef62-4342-b419-c9ee0fe95622/Privacy%20Policy.pdf?ver=1733533774792>).

## 6. Rules of Conduct

As a user of our Service, you agree that you will not violate any law, contract, intellectual property, or other third-party right or commit a tort, and that you are solely responsible for your conduct while accessing or using the Service. In connection with the Service, you shall not:

- a. Engage in Unlawful Conduct: Do not engage in any illegal activities or encourage others to do so.
- b. Infringe on Rights: Do not violate the intellectual property, privacy, publicity, or other rights of others.
- c. Harassment or Abusive Behavior: Do not engage in any form of harassment, abuse, or harm against any individual or group.
- d. Fraudulent Activities: Do not impersonate any person or entity, or falsely state or misrepresent yourself.
- e. Spam: Do not send unsolicited or unauthorized advertisements, spam, or chain letters.
- f. Security Violations: Do not attempt to interfere with or disrupt the security or integrity of the Service, including hacking, phishing, or distributing malicious software.
- g. Impersonation: Do not impersonate or falsely claim to represent another individual or organization.
- h. Content Restrictions: Do not upload, post, or transmit content that is unlawful, harmful, defamatory, obscene, or otherwise objectionable.
- i. Respect for Minors: Do not use the Service to exploit or harm minors in any way.

- j. Unauthorized Access: Do not attempt to gain unauthorized access to the Service, other accounts, computer systems, or networks connected to the Service.

- By following these Rules of Conduct, you help us maintain a safe and respectful environment for all users.

## **7. Appointment Policy**

You are responsible for providing accurate information when scheduling appointments. Cancellations must be made 24 hours in advance. Repeated cancellations or no-shows may result in restrictions on future scheduling.

### **a. Scheduling Appointments:**

- Appointments can be scheduled via phone, in person, or online through our website.
- Please provide accurate information and a clear reason for the appointment to ensure appropriate scheduling.

### **b. Check-In:**

- Patients are requested to arrive 15 minutes before their scheduled appointment time to complete any necessary paperwork and check-in procedures.
- Please bring a valid ID, insurance card, and any relevant medical records.

### **c. Late Arrivals:**

- If you arrive more than 15 minutes late, we may need to reschedule your appointment to avoid disruption to our schedule and inconvenience to other patients.
- Please call ahead if you know you will be late.

### **d. Cancellations and Rescheduling:**

- We require at least 24 hours' notice for cancellations or rescheduling.
- Appointments canceled with less than 24 hours notice may incur a cancellation fee.

### **e. No-Show Policy:**

- Patients who do not show up for their appointment without prior notice will be marked as a no-show.
- Multiple no-shows may result in being charged a no-show fee or a restriction on scheduling future appointments.

### **f. Emergency Appointments:**

- We do not accept walk-ins. Please call the office for appointments.
- In case of a medical emergency, please call 911 or visit the nearest emergency room.

### **g. Follow-Up Appointments:**

- Follow-up appointments are scheduled during your initial visit based on the provider's recommendation.

- Ensure you book any necessary follow-up visits before leaving the office.

h. Courtesy and Conduct:

- We strive to maintain a respectful and professional environment. Disruptive behavior may result in refusal of service.
- If you have any questions or need assistance, our staff will be happy to help you.

i. Insurance and Billing:

- Ensure your insurance information is up-to-date and accurate. We will bill your insurance for covered services.
- Any co-pays, deductibles, or charges not covered by insurance are due at the time of service.

## **8. Payment Terms**

Payment for services is due at the time of service unless other arrangements have been made. We accept various forms of payment and insurance plans. Please verify your insurance coverage before the appointment. We may collect data necessary to process your payment if you make purchases or obtain services, such as your payment instrument number, and the security code associated with your payment instrument. The information you provide must be accurate and complete. You must also keep the information that you provide up to date.

a. Payment at Time of Service:

- All co-pays, deductibles, and payments for services not covered by insurance are due at the time of service.
- We accept cash, checks, and major credit cards.

b. Insurance Billing:

- We will bill your insurance company as a courtesy; however, you are ultimately responsible for payment of all services provided.
- Please provide us with your current insurance information and notify us of any changes.

c. Financial Responsibility:

- You are responsible for any balances remaining after insurance has processed your claim, including services not covered by your plan.
- Payments are expected within 30 days from the date of the statement.

d. Payment Plans:

- If you are unable to pay your balance in full, please contact our billing department to discuss payment plan options.
- Payment plans must be arranged before services are rendered.

e. Returned Checks:

- A fee will be charged for any returned checks. This fee covers the bank fees and administrative costs incurred by the office.

f. Outstanding Balances:

- Patients with outstanding balances over 90 days may be required to pay in full or make payment arrangements before scheduling future appointments.
- Accounts that remain unpaid after 120 days may be referred to a collection agency. Patients are responsible for any additional fees incurred as a result.
- Should a payment made via credit or debit card be declined, we may attempt to contact you and change the payment method.
- You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that we may incur in our efforts to collect any unpaid balances from you.

g. Questions and Concerns:

- If you have any questions or concerns about your bill, please contact our billing department as soon as possible to address the issue.
- We are committed to working with you to ensure that your financial obligations are manageable and clear.

## **9. Intellectual Property**

All content provided on our website, including text, graphics, logos, and images, is the property of our medical office and is protected by applicable copyright and trademark laws.

The NEIPC names and logos, and all related product and service names, design marks and slogans, are the trademarks or service marks of NEIPC. All other marks are the property of their respective companies. Nothing contained on the Service grants any rights to use any trade name, trademark, service mark, logo, or other intellectual property without the express prior written consent of the owner.

## **10. Limitation of Liability**

Our medical office shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from the use of our services or any inability to use the services.

a. General Disclaimer:

- The services provided by our office, including medical consultations, treatments, and advice, are intended to support and enhance the patient's health and well-being. We strive to deliver the highest standard of care but acknowledge that medical practice is not an exact science.

b. No Warranty:

- All services are provided "as is" and "as available," without warranties of any kind, either express or implied. This includes but is not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement.

c. Limited Liability:

- To the fullest extent permitted by applicable law, the office and its affiliates, employees, and agents will not be liable for any indirect, incidental, special, consequential, or punitive damages. This includes, but is not limited to, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your use of or inability to use the services; (ii) any conduct or content of any third party on the services; (iii) any content obtained from the services; and (iv) unauthorized access, use, or alteration of your transmissions or content.

d. Cap on Liability:

- In no event will the cumulative liability of the office, for any claims arising out of or related to these terms or the services, regardless of the form of action, exceed the amount paid by you, if any, to the office for the specific service at issue in the 12 months preceding the claim.

e. Acknowledgment of Risks:

- You acknowledge and agree that there are risks associated with the delivery of health care services, including but not limited to adverse reactions to treatments, human error, and unforeseen complications.

f. Release:

- By using our services, you agree to release, waive, discharge, and hold harmless the office, its affiliates, employees, and agents from any claims, liabilities, damages, or expenses arising from or related to your use of the services, except in cases of gross negligence or willful misconduct.

g. Legal Provisions:

- These limitations of liability terms are governed by the laws of the state in which the office is located, without regard to conflict of law principles. Any legal action or proceeding arising under these terms shall be brought exclusively in the courts located in said state.

h. Changes to Terms:

- We reserve the right to modify these terms at any time. Changes will be effective immediately upon posting on our website. Your continued use of our services, after changes have been posted, constitutes your acceptance of the new terms.

## **11. Right to Amend**

- We reserve the right to amend or update these terms at any time. Changes will be effective immediately upon posting on our website or otherwise notifying you.

a. Notification of Changes:

- Any significant changes to our terms will be communicated to patients via email, postal mail, or by prominently posting a notice on our website. It is your responsibility to provide us with your current email and mailing addresses to ensure you receive these notifications.

b. Continued Use of Services:

- By continuing to use our services after changes have been made, you agree to be bound by the revised terms. If you do not agree with the changes, you should discontinue using our services immediately.

c. Periodic Review:

- We recommend that you review our terms periodically to stay informed of any changes. Your continued engagement with our services constitutes acceptance of any updates.

d. Scope of Changes:

- Changes may include but are not limited to, updates to policies, payment terms, service offerings, and privacy practices. All changes will be made in compliance with applicable laws and regulations.

## **12. Governing Law**

- These terms are governed by and construed in accordance with the laws of the state in which our office is located. Any disputes arising under these terms shall be subject to the exclusive jurisdiction of the courts in that state.

## **13. Termination**

- We reserve the right to terminate or restrict your access to our services if you violate any of these terms or engage in conduct that we determine to be inappropriate or harmful.

## **14. Contact Information**

- If you have any questions or concerns about these terms or our services, please contact our office for assistance.