

Terms of Use & General Privacy Policy

Terms of Use

Thank you for visiting Medical Answering Services LLC (MAS) website. This Website is designed to make it easier and more efficient for individuals and businesses to interact with MAS. MAS recognizes that it is critical for individuals and businesses to be confident that their privacy is protected when they visit MAS's Website.

Agreement to Terms of this Website. By accessing and/or using this Website, you agree to be bound by our Terms of Use ("Terms") and all Applicable Law, as defined herein, governing this Website. MAS reserves the right to amend its Website and Terms at any time without notification. You represent and warrant that you are at least 18 years old and that you have the right, authority and legal capacity to enter in to and abide by these Terms. Amendments shall become effective once posted on the MAS Website.

Permitted Use & Access. Your use of this Website is strictly regulated by the Terms and Applicable Law. Any other use is strictly prohibited.

Redisclosure Notice: Any enrollee records that are accessed through MAS Transportation Management system are subject to all applicable federal and state laws for redisclosure, including but not limited to Minor Consented Services, Substance Use Disorder, HIV/AIDS, Mental Health, and Developmental Disabilities. If such information is present in the MAS Transportation Management System, law prohibits me from making any further disclosure of this information without the written consent of the person to whom it pertains. As an authorized user of the MAS Transportation Management system, I am responsible for understanding and following all applicable laws.

Jurisdiction, Venue & Disputes. If you choose to access this Website, you do so at your own risk. You agree that any dispute whatsoever arising under or related to our Terms, the use or access of, or involving this Website, shall be governed by and construed in accordance with the federal laws of the United States and the laws of the State of New York, (collectively referred to herein as "Applicable Law") without regards to conflict of law provisions. You specifically agree that venue and jurisdiction shall be exclusively in the federal and state courts situated in Onondaga County in the state of New York and you herewith consent to such jurisdiction and waive any defense based on inconvenient forum.

Software Licenses. All software that is made available for downloading from this Website ("Software") is protected by copyright and may be protected by other rights. The use of such Software is governed by the terms of the software license agreement or designated Legal Notice accompanying such software ("License Agreement"). The downloading and use of such Software is conditioned on your agreement to be bound by the terms of the License Agreement.

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person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding your access and use of this Website, including but not limited to the import, export, or re-export of the Materials.

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Violation of Terms & Indemnity. If you violate the Terms, your permitted use is automatically terminated. You agree to indemnify, hold harmless and defend MAS and affiliates from all loss, liability, damage, or claims, including reasonable attorneys' fees, arising out of your act(s) or omission(s), any breach of the Terms and/or any unauthorized use of this Website.

Legal Proceedings. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Website, our Terms, and/or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party attorneys' fees, costs, and expenses.

Public Forum. Our Website may make chat rooms, message boards, and/or news groups available to its users. Please remember that the information that is disclosed in these areas becomes public information. You should not disclose your personal information when using these areas. In addition, any conduct or content that is illegal or inappropriate is strictly prohibited from the Website. The views, content and opinions expressed in the public Forums do not necessarily represent the views and opinions of MAS.

User Submissions. Generally, any communication which you post to the Website is considered to be non-confidential. If particular web pages permit the submission of communications that will be treated by MAS as confidential, that fact will be stated in Legal Notices on those pages. By posting communications to the Website, you automatically grant MAS a royalty-free, perpetual, irrevocable nonexclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sublicenses. As a user, you are responsible for your own communications and are responsible for the

consequences of their posting. You must not do the following things: post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner; post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; post a sexually-explicit image; post advertisements or solicitations of business; post chain letters or pyramid schemes; post politically-oriented materials; or impersonate another person. MAS does not represent or guarantee the truthfulness, accuracy, or reliability of any of communications posted by other users or endorse any opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk. MAS does not screen communications in advance and is not responsible for screening or monitoring material posted by users. If notified by a user of communications, which allegedly do not conform to this Agreement, MAS may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. MAS has no liability or responsibility to users for performance or nonperformance of such activities. MAS reserves the right to expel users and prevent their further access to the Website for violating these Terms or Applicable Law and the right to remove communications which are abusive, illegal, or disruptive.

General Privacy

MAS Privacy Policy

Introduction

Thank you for visiting Medical Answering Services LLC ("MAS") Website. This Website is designed to make it easier and more efficient for individuals and businesses to interact with MAS. MAS recognizes that it is critical for individuals and businesses to be confident that their privacy is protected when they visit MAS's Website.

Consistent with the provisions of the Internet Security and Privacy Act, the Freedom of Information Law, and the Personal Privacy Protection Law, this policy describes MAS's privacy practices regarding information collected from users of this Website. This policy describes what information is collected and how that information is used. Because this privacy policy only applies to this Website, you should examine the privacy policy of any Website, including other state agency websites, that you access using this Website.

For purposes of this policy, "personal information " means any information concerning a natural person which, because of name, number, symbol, mark, or other identifier, can be used to identify that natural person. **MAS does not collect any personal information about you through this Website unless you provide that information voluntarily by sending an email, responding to a survey, or registering and completing an online transaction.**

Information Collected Automatically When You Visit this Website

When visiting this Website, MAS automatically collects and stores the following information about your visit:

- (i) User client hostname. The hostname or Internet Protocol address of the user requesting access to a Website.
- (ii) HTTP header, "user agent." The user agent information includes the type of browser, its version, and the operating system on which that browser is running.
- (iii) HTTP header, "referrer." The referrer specifies the web page from which the user accessed the current web page.
- (iv) System date. The date and time of the user's request.
- (v) Full request. The exact request the user made.
- (vi) Status. The status code the server returned to the user.
- (vii) Content length. The content length, in bytes, of any document sent to the user.
- (viii) Method. The request method used.
- (ix) Universal Resource Identifier (URI). The location of a resource on the server.
- (x) Query string of the URI. Anything after the question mark in a URI.
- (xi) Protocol. The transport protocol and the version used.

None of the foregoing information is deemed to constitute personal information.

The information that is collected automatically is used to improve this Website's content and to help MAS understand how users are interacting with the Website. This information is collected for statistical analysis, to determine what information is of most and least interest to our users, and to improve the utility of the material available on the Website. The information is not collected for commercial marketing purposes and MAS is not authorized to, and does not, sell or otherwise disclose the information collected from the Website for commercial marketing purposes.

Cookies

Cookies are simple text files stored on your web browser to provide a means of distinguishing among users of this Website. The use of cookies is a standard practice among Internet websites. They do not contain personal information and do not compromise your privacy or security.

We use two types of cookies:

- **Session cookies** - These are created automatically on the device you use to access this Website. We may use this cookie feature to store a randomly generated identifying tag on the device you use to access this Website. A session cookie is erased when your browser is closed.
- **Persistent cookies** - These are more permanent and can be re-read when you return to the site that placed them on your computer. The information in them is written onto your hard drive and remains there until the expiry date of the cookie or until you manually delete them. They allow the Website to recognize you when you visit again and tailor the information presented to you based on your needs and interests.

The software and hardware you use to access the Website allows you to refuse new cookies or delete existing cookies. Refusing or deleting these cookies may limit your ability to take advantage of some features of this Website.

Information Collected When You E-mail this Website or Complete a Transaction

During your visit to this Website, you may send an e-mail to MAS. Your e-mail address and the contents of your message will be collected. The information collected is not limited to text characters and may include audio, video, and graphic information formats included in the message. Your e-mail address and the information included in your message will be used to respond to you, to address issues you identify, to improve this Website, or to forward your message to another department for appropriate action. Your e-mail address is not collected for commercial purposes and MAS is not authorized to, and will not, sell or otherwise disclose your e-mail address for commercial purposes.

During your visit to this Website you may complete a transaction such as a survey, registration, or order form. The information, including personal information volunteered by you in completing the transaction, is used by MAS to operate MAS programs, which include the provision of goods, services, and information. The information collected by MAS may also be disclosed by MAS for those purposes that may be reasonably ascertained from the nature and terms of the transaction in which the information was submitted.

MAS does not knowingly collect personal information from children or create profiles of children through this Website. Users are cautioned, however, that the collection of personal information submitted in an e-mail will be treated as though it was submitted by an adult, and may, unless exempted from access by federal or State law, be subject to public access. MAS strongly encourages parents and teachers to be involved in children's Internet activities and to provide guidance whenever children are asked to provide personal information on-line.

Information and Choice

As noted above, MAS does not collect any personal information about you unless you provide that information voluntarily by sending an e-mail, responding to a survey, or completing an on-line form. You may choose not to send us an e-mail, respond to a survey, or complete an on-line form. While your choice not to participate in these activities may limit your ability to receive specific services or products through this Website, it will not have an impact on your ability to take advantage of other features of the Website, including browsing or downloading information.

Disclosure of Information Collected Through This Website

The collection of information through this Website and the disclosure of that information are subject to the provisions of the Internet Security and Privacy Act. Except as provided below or as otherwise authorized by law, MAS will only collect personal information through this Website or disclose personal information collected through this Website if the user has consented to the collection or disclosure of such personal information. The voluntary disclosure of personal information to MAS by the user, whether solicited or unsolicited, constitutes consent to the collection and disclosure of the information by MAS for the purposes for which the user disclosed the information to MAS, as was reasonably ascertainable from the nature and terms of the disclosure.

However, MAS may collect or disclose personal information without consent if the collection or disclosure is: (1) necessary to perform the statutory duties of MAS, or necessary for MAS to operate a program authorized by law, or authorized by state or federal statute or regulation; (2) made pursuant to a court order or by law; (3) for the purpose of validating the identity of the user; or (4) of information to be used solely for statistical purposes that is in a form that cannot be used to identify any particular person.

Further, the disclosure of information, including personal information, collected through this Website is subject to the provisions of the Freedom of Information Law and the Personal Privacy Protection Law.

MAS may also disclose personal information to federal or state law enforcement authorities to enforce its rights against unauthorized access or attempted unauthorized access to MAS's information technology assets.

Access to and Correction of Personal information Collected Through this Website

Except as otherwise provided by law, any user may submit a request to the MAS privacy compliance officer to determine whether personal information pertaining to that user has been collected through this Website. Any such request shall be made in writing and must be accompanied by reasonable proof of identity of the user. Reasonable proof of identity may include verification of a signature, inclusion of an identifier generally known only to the user, or similar appropriate identification. The address of the privacy compliance officer is:

MAS Compliance Officer
PO BOX 12000
Syracuse, NY 13218

Except as otherwise provided by law, the privacy compliance officer shall, within five (5) business days of the receipt of a proper request, provide access to the personal information; deny access in writing, explaining the reasons therefore; or acknowledge the receipt of the request in writing, stating the approximate date when the request will be granted or denied, which date shall not be more than thirty (30) days from the date of the acknowledgment.

In the event that MAS has collected personal information pertaining to a user through the MAS Website and that information is to be provided to the user pursuant to the user's request, the compliance officer shall inform the user of his or her right to request that the personal information be amended or corrected under the procedures set forth by NYS Law.

Confidentiality and Integrity of Personal information Collected Through this Website

MAS is strongly committed to protecting personal information collected through this Website against unauthorized access, use or disclosure. Consequently, MAS limits employee access to personal information collected through this Website to only those employees who need access to the information in the performance of their official duties. Employees who have access to this information follow appropriate procedures in connection with any disclosures of personal information in accordance herewith.

In addition, MAS has implemented procedures to safeguard the integrity of its information technology assets, including, but not limited to, authentication, monitoring, auditing, and encryption. These security procedures have been integrated into the design, implementation, and day-to-day operations of this Website as part of our continuing commitment to the security of electronic content as well as the electronic transmission of information.

For Website security purposes and to maintain the availability of the Website for all users, MAS employs software to monitor traffic to identify unauthorized attempts to upload or change information or otherwise damage this Website.

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General Disclaimer

The information provided in this privacy policy should not be construed as giving business, legal, or other advice, or warranting as fail proof, the security of information provided through this Website. MAS cannot provide individual advice or counseling, whether medical, legal, or otherwise. If you are seeking specific advice or counseling, you should contact a licensed practitioner or professional, a social services agency representative, or an appropriate organization in your local community.

Links Disclaimer

In order to provide users with certain information, this Website may provide links to local, State and federal government agencies, and websites of other organizations. A link does not constitute an endorsement of the content, viewpoint, accuracy, opinions, policies, products, services, or

accessibility of that website. Once you link to another website from this Website, you are subject to the terms and conditions of that website, including, but not limited to, its privacy policy.

Information Disclaimer

Information provided on this Website is intended to allow the public immediate access to public information. While all attempts are made to provide accurate, current, and reliable information, MAS recognizes the possibility of human and/or mechanical error. Therefore, MAS, its employees, officers and agents make no representations as to the accuracy, completeness, currency, or suitability of the information provided by this Website and deny any expressed or implied warranty as to the same.

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Contact Information

For questions regarding this Internet privacy policy, please contact:

(via e-mail) compliance@medanswering.com

(via regular mail)

MAS Compliance Officer

PO BOX 12000

Syracuse, NY 13218