



Thank you for choosing Medicfusion. Please complete all sections to the best of your ability.

**Medicfusion Support and Security Options**

- Medicfusion EMR Only
- With Data Migration
- No Data Migration
- Medicfusion eBill
- Custom Forms Module

**Medicfusion Support and Security Billing Options**

- Discounted Annual Pre-Pay Support Package**  
(unlimited training, support, upgrades, hosting, security and more)  
Receive a 20% discount on your service fees!
- Bill me monthly
- How many physicians in your practice will be using Medicfusion?

**Your Information**

Your name: \_\_\_\_\_

Your email address: \_\_\_\_\_

Practice name: \_\_\_\_\_

Owner's name: \_\_\_\_\_  
(If you are not the owner)

Practice address: \_\_\_\_\_  
\_\_\_\_\_

Country: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP/Postal Code: \_\_\_\_\_

Practice phone: \_\_\_\_\_ Practice fax: \_\_\_\_\_

Practice type: \_\_\_\_\_

Tax ID: \_\_\_\_\_ Type: **SSN** **Federal** (circle one)

Practice Time Zone: \_\_\_\_\_

Your website URL: \_\_\_\_\_

Who may we thank for referring you to Medicfusion? \_\_\_\_\_

Initials: \_\_\_\_\_ I have read and understand the terms on this page.

**Payment Method**

**Credit Card**

Full name as it appears on the card: \_\_\_\_\_

Practice address: \_\_\_\_\_

Card Type: \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_ 

Card Number: \_\_\_\_\_

Security Code: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Bank Account**

Full name on the account: \_\_\_\_\_

Billing address: \_\_\_\_\_

Account number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Bank name: \_\_\_\_\_

State: \_\_\_\_\_

**Checks or payments returned by your financial institution or declined/charged back for any reason will incur a \$35 fee payable immediately.**

**Initials: \_\_\_\_\_ I have read and understand the terms on this page.**

\_\_\_\_\_  
Print your name and title here, please. Date: \_\_\_\_\_

\_\_\_\_\_  
Sign your name here, please.

**Please return all pages to:**

Medicfusion Subscriptions  
Fax: 513.672.2917

### Terms of Use (The fine print.)

Medicfusion was created by doctors for doctors and their patients. It is free to patients who are properly registered with Medicfusion. All subscribers, registrants and users of Medicfusion or, for our eBill customers, Medicfusion and TGI...Autumn8, expressly and fully agree to the following terms of use and acknowledge that these terms constitute a legally binding agreement with Medicfusion and its parent, MediGeek LLC, and TGI...Autumn8 and its parent company, TGI Ventures LLC. Throughout this document, references to Medicfusion, MediGeek LLC, TGI...Autumn8, TGI Ventures LLC, the Company, and pronouns such as "we," "our" and "us" shall be considered synonymous for purposes of this agreement.

Likewise, all references in this document to Subscribers, Registrants, Users, and pronouns such as "you," "they," or "their" shall be considered synonymous for purposes of this agreement. We reserve the right to delete, modify or amend the content of the Medicfusion website and service at any time for any reason, without notification. Any and all use of our web site and/or services constitutes an agreement by you to abide by all terms of use.

### Protection of Intellectual and Other Property (We've worked hard on this. Please don't steal it.)

All information contained in our website, printed materials and any and all other materials, all of our logos, designs, marks, indicia, statements, and technologies ("Confidential Information") are owned exclusively by us for our explicit and exclusive use and are protected by copyright laws. Permission to use, copy or distribute such information may be granted for non-commercial use only, and only in conjunction with the proper and legal intellectual property notices clearly displayed.

You agree to preserve Medicfusion's Confidential Information from disclosure or improper use. You also agree not to furnish or disclose Confidential Information to any person not privileged to have it and without Medicfusion's written consent. The term "Confidential Information" does not include: (i) any information known prior to such disclosure free of any obligation to keep it confidential, and (ii) any information that is within the public domain at the time of disclosure or that subsequently enters the public domain through no action on your part or any person having an obligation of confidence to the receiving party respecting such information.

### How you pay us

Unless otherwise indicated and agreed to, this is a one-year contract. **Initials:** \_\_\_\_\_

Medicfusion's commitment to unlimited training, support and upgrades for life is one of our hallmarks. In order to provide this valuable service, we have to insist on a few basic terms. Your Medicfusion fees will not go up for a period of at least one year from the date of this contract. Fees are not refundable under any circumstances. **Initials:** \_\_\_\_\_  
When we can, we are happy to work out an easy payment plan for you. Just ask. Support plans are payable annually in full, in advance, however, you may elect an interest-free monthly payment plan. Monthly plans are charged on or about the 28th day of the month for the subsequent month or monthly beginning at your sign-up date. Custom projects quoted in advance, and require a 50% deposit to commence work. Any balance due is payable at roll-out. Shipping charges are due at the time of shipping. You agree to provide up to two forms of payment for automatic payment of your monthly subscription fees. Fees are governed by the Medicfusion fee schedule in effect at the time of your Subscription, and may be changed annually, with 30 days' advance notice by the Company. Fees will never adjust by more than 10%, if at all. Hardware, service, upgrades and any and all purchases will be charged at the time of purchase unless you finance those items through our leasing partner.

When the payment form you provided expires, if ever, we will notify you in advance to update your payment sources. If you choose to change your payment source at any time, you may do so within the Administrative section of your Medicfusion site. If during the course of your subscription, payment is not received by the due date and the form(s) of payment you provided is unavailable for automatic payment, then you will be charged 1½% per month on any outstanding balance until paid in full.

Checks or payments returned by your financial institution or declined/charged back for any reason will incur a \$35 fee payable immediately.

The payment information you provided, if any, will be handled, managed and stored in the most secure manner possible. Don't worry. We're not keeping your information in sight of anyone. We can't even see it. This information is encrypted and stored securely and safely, or transferred securely and safely to a qualified and trusted third party for processing, and used exclusively and solely for purposes authorized by you.

### Training and Service

MediGeek LLC provides unlimited web training and support service at no additional charge, within reason. Custom training programs, consultation and web design are available at \$195 per hour. This rate is subject to change at any time, without notice. You will be informed of current rates at the time you arrange a service call. Customer service and tech support calls or emails sent via the Medicfusion "support" link provided in the footer of your Medicfusion pages generally will be answered within 72 business hours or sooner. Reported bugs or requests for design changes also will be acknowledged generally within 72 business hours. If a solution to the reported request is not possible within the 72-hour time frame, you will be notified by phone or in writing of an estimated "time for completion." Customer training is provided at the mutual scheduling convenience of the customer and the Company, and will be conducted during normal business hours, Monday through Friday, Eastern Time, unless otherwise agreed to by the parties.

How can you get the support you need?

**The Web.** Email us anytime, day or night. Your problem is our priority. Just choose the Contact Us link at the bottom-left of all Medicfusion pages. Select the reason for your email, and type a description. Your question will be delivered to our customer service team for action. For training, be sure to take advantage of our growing library of self-driven module tutorials. Training new staff members has never been easier or cheaper.

**The Telephone.** Call us at 1.866.643.7778. If our Customer Support department determines that your call requires a Medicfusion Support Geek, then normal support rates will apply.

**Your place.** Yes, we make house calls. For on-site training, network assistance, web design or other assistance from a Medicfusion Support Geek, normal support rates will apply.

### Mum's the word.

Your privacy is our top priority. Except as specifically provided for in this release, Medicfusion will never sell, give away, trade or compromise your private information for anyone, for any reason. In order to create and administer your Medicfusion account, we collect certain information about you, your staff and/or your practice, including health insurance, medical, financial and other information used to verify identities, and provide and bill for services, if applicable. We do this for your protection. There's also the matter of research. We're thinking about analyzing anonymous information about healthcare trends, industry efficiencies and so forth based on the use of the Medicfusion service. If we do this, it would be for the improvement of the Medicfusion service, advancement of patient care and the healthcare industry in general, and would never, ever, ever include names or any private personal, medical or financial information. In cases such as this, MediGeek LLC may take your personally identifiable information and make it non-personally identifiable, either by combining it with information about other individuals or by removing identifying characteristics such as your name, address, employment, phone, cell phone, email address and any and all other information personally identifiable to you. You agree, by accepting this agreement, that no restrictions will be made upon the right of MediGeek LLC to aggregate or de-personalize your personal information and use that information in research or in collaboration with third parties. If, after reading all of this, you still remember your personally identifiable information, then you should be proud of yourself.

**Initials:** \_\_\_\_\_ **I have read and understand the terms on this page.**

Medicfusion patients, and patients associated with a Medicfusion Physician's Practice, agree to provide personally identifiable information about themselves and/or their dependents that will be entered, stored and maintained within the Medicfusion system. This information, whether entered directly by the patient or for the patient, will be encrypted and protected to protect their privacy and security. Additional technological information also will be collected when any person logs onto Medicfusion sites, including physician sites. This information could include the user's IP address or ISP (Internet service provider), company, university, etc....

Medicfusion also uses cookies, which are pieces of information that our web site sends to computers used to view our web site. Cookies are commonly used for a variety of purposes and in general, make the web site experience more effective. For instance, when returning to a Medicfusion site after logging in the first time, cookies allow our site to recognize you as a returning visitor. Computers may be set to warn you each time a cookie is being sent, or you can choose to turn off all cookies. If you turn cookies off, you may not be able to access many features that make your Medicfusion experience quick and pleasant, and some of our services may not function properly.

Certain advertisements placed on our web site by third parties also may use cookies and web beacons to collect non-personally identifiable information when you click on or move your cursor over one of their advertisements. You may not realize this information is being collected. In some cases, we may have access to information from web beacons and cookies used by network advertisers on our sites and this information may permit us to identify other sites that you have visited that are also associated with the network advertiser. When you click on an advertisement and leave our web site, our Privacy Policy no longer applies and you must read the privacy policy of the advertiser to see how your personal information will be handled on their site. The Medicfusion Patient Portal is provided for your use at absolutely no cost. This is made possible by advertising revenue and donations. The Company reserves the sole right to review any and all potential advertisers and their content. The Company will, in its sole discretion, determine which advertisers may or may not be accepted for advertising on the Medicfusion Patient Portal.

#### **What about HIPAA?**

This release is designed to provide a standard and official form that complies with the privacy requirements established by the federal Health Insurance Portability and Accountability Act, commonly referred to as HIPAA. We've tried to write it in a way that meets the legal standards and that the average human can actually understand. If you can't understand any part of this, call us. We'll help you through it.

Here's what we're doing to protect your information and meet our obligations to the health Insurance Portability and Accessibility Act:

1. Medicfusion ensures the confidentiality, integrity and availability of all electronic health information created in, received by, maintained and/or transmitted through our service.
2. Medicfusion provides all possible protections against reasonably anticipated threats or hazards to the security or integrity of that information.
3. Medicfusion provides all possible protections against reasonably anticipated illegal uses of that information.
4. Medicfusion ensures compliance with HIPAA by all its employees and contractors. No exceptions.

How do we do this? We store all data in a secure off-site facility to provide the best available physical and technological protections against theft, intrusion, corruption, manipulation, disaster, power outages and more. We utilize 128-bit encryption, unique user i.d.'s and passwords, automatic logoffs and administrative controls to establish the degree of records access for your physician's personnel and their patients. While Medicfusion provides a medium in which to electronically collect and store various patient authorizations, including those required under HIPAA, your obligations under HIPAA remain the same as they would be without the Medicfusion service. By signing this agreement, you accept and acknowledge that you understand that your obligations under HIPAA remain the same. Your responsibilities continue to include the adoption or retention of proper privacy policies and procedures designed to protect patients' Protected Health Information ("PHI"), the training of all employees to ensure their understanding of the privacy requirements and related policies and procedures, and the safeguarding of all records containing PHI.

#### **Limitations of Liability (We're not perfect, however hard we try.)**

MediGeek LLC and TGI...Autumn8, for our eBill customers, will conduct every effort to provide the highest degree of service, protection, privacy, functionality, timeliness, safety and reliability technologically possible but cannot and will not be held responsible for any errors or disruptions to the service or the information contained therein. The Medicfusion site and service could become interrupted or disabled due to circumstances outside of the company's control, acts of God, acts of sabotage, or intentionally for necessary or recommended updating or upgrading, or for the protection of information used or necessary for the Medicfusion or eBill service. We do not represent or warrant that the service will be error-free, without inaccuracies, or free of viruses at all times. But we'll sure try.

You are responsible for providing data in the format requested by or required by the Medicfusion service features. We may not be held responsible for any inability to perform services due to improperly formatted or corrupt files, viruses or incompatibility. We may not be held responsible for human or machine errors, omissions, losses of data, or damage to data or media. We may not be held responsible for any unauthorized access to or alteration of any user's data, electronic transmissions or transactions initiated, received by or through the Medicfusion service. We acknowledge the use of third party services and tools and accept no responsibility and make no claim or warranty on the behalf of or for the providers of those services or tools. We acknowledge and want you to know about the existence of certain third party "hyperlinks" provided within the Medicfusion service for the convenience of authorized registrants and users of the Medicfusion service and make no claim or warranty on behalf of or for the providers of those services or tools, or the information contained therein. We like them, though, and think you will, too.

To the extent not prohibited by applicable law, under no circumstances, including but not limited to negligence, shall we, our subsidiaries or affiliates, or other third parties mentioned in these terms be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages that arise from the use, inability to use, or the results of use of any part of our site or service. In no event shall our total liability to you for all damages, losses, and causes of action, whether in contract, tort, or otherwise, including but not limited to negligence, exceed \$100.

#### **Disclaimers/ Warranty (The super-fine print.)**

THE MATERIALS HEREIN ARE BEING DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OR ANY WARRANTY OF TITLE OR INFRINGEMENT.

#### **Indemnity**

You agree to indemnify and hold Medicfusion and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, other partners, employees and representatives harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of or connection to our site, your violation of the terms, or your violation of any rights of another.

Collaboration, Co-branding, Purchase or Sale of Businesses

In the event that the Company may collaborate with, co-brand, purchase or sell one or more of our businesses, your personally identifiable information may be transferred as a part of the collaboration, co-branding, purchase or sale. Any such arrangements will include provisions in the contract requiring the participating business to treat your personally identifiable information in the same manner required by this policy, including any amendments.

Modifications to Terms of Service (We get a lot of new ideas and want to share them with you.)

**Initials: \_\_\_\_\_ I have read and understand the terms on this page.**

Please check this site often, as the Company does reserve the right to change the Terms of Use or policies regarding the use of the Medicfusion service at any time. Of course, we'll do our best to make you aware of changes before they occur but sometimes, this just isn't possible. If any change is so minor that it doesn't warrant an all-out email alert, then we'll just quietly post it here.

**The Section our Lawyer Insists on Including**

These terms of use shall be governed by and construed in accordance with the laws of the State of Ohio and the laws of the United States, without giving effect to any conflicts of law. You agree that any action at law or in equity arising out of or related to these terms shall be filed only in the state or federal courts located in Hamilton County, Ohio, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action. If any provision of these terms of use shall be unlawful or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions.

You acknowledge and agree that in the event of a breach or anticipated breach of the Company's intellectual property rights, irreparable damage would be inflicted, and therefore we shall be entitled to immediate court-ordered injunctive relief to halt any apparent or anticipated violation of this Agreement. Said injunctive relief shall be in addition to any other remedies, including punitive damages, available at law or in equity. Our failure to exercise or enforce any right or provision of these terms does not constitute a waiver of such right or provision.

**Termination (If we must part ways, let's be nice about it.)**

Medicfusion may terminate a registrant's or user's access to any part of the Medicfusion service or third party services, for any reason whatsoever and without notice. For example, if you tamper with, corrupt or abuse our services, fail to pay for services, conduct any illegal activities through or by our services, then we'll have to terminate your account immediately and without warning. We'll also prosecute to the fullest extent of the law. Ouch. Users or registrants wishing to terminate their subscription and use of the Medicfusion service may do so by providing 60 (sixty), (or in Rome, LX), (or in hexadecimal, 3C) days' written notice sent by email to:

gopaperless@medicfusion.com  
subject line: I quit

But be careful with private patient information! the Company has no obligation to maintain any content in a user's or registrant's account after termination. Information entered by or on behalf of users or registrants of the Medicfusion service will be extracted and provided to their rightful owner in a .csv, .xls or other, similar file format where possible. Data that cannot or may not by law be converted to such file format or formats may be delivered to the rightful owner in another format but certainly not paper form. Yuck. Patient records specifically entered by the patient for their exclusive personal use, and not on behalf of or for the specific access to or use by any particular medical practitioner or practice belong exclusively to that patient. Patient records specifically entered by a patient and or their medical practitioner or practioner's staffmember or agent for the management, access, transmission or any other use by or for that practitioner will remain the property of the medical practice except where prohibited by law. Your new and wonderful ideas.

We are delighted to hear from you about our services and your excellent ideas for improving our services. Please keep them coming!  
Acceptance and authorization.

The parties below, agree to accept and abide by the terms and conditions stated herein.

MediGeek LLC  
PO Box 2045  
Ponte Vedra Beach, FL 32004

\_\_\_\_\_ Date: \_\_\_\_\_  
Print your name and title here, please.

\_\_\_\_\_  
Sign your name here, please.

**Please return all pages to:**

Medicfusion Subscriptions  
Fax: 513.672.2917

- Thank you. Enjoy your use of Medicfusion. -

Our motto: Pretiosum quod utile.