

Website Customer Service Terms of Use

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Use of this Site

By accepting these Terms of Use through your use of the Site, you certify that you are eighteen (18) years of age or older. If you are under eighteen (18), you may use the Site only with involvement of a parent or guardian. JCPC reserves the right to refuse service, remove or edit content in their sole discretion.

All content or materials on this Site, including, but not limited to, images, text, illustrations, designs, icons, photographs, graphics, logos, programs, music clips or downloads, video clips, audio clips, data, software, and all other materials that are part of this Site (collectively, the “Contents”) is owned, licensed, or used with permission by JCPC. JCPC grants to you a limited license to access and make use of the Site and its Contents. You may download, order, or copy the Contents and other downloadable materials displayed on the Site for your personal, noncommercial use only and only in any manner permitted in the normal use and operation of the Site. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading, ordering or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. All software used on this Site is the property of JCPC or its suppliers and protected by U.S. and international copyright laws.

Disclaimers

The information and content provided on or accessed through this Site are intended for general, noncommercial informational purposes only, and do not constitute the practice of medical or other professional judgment, advice, diagnosis or treatment and should not be considered or used as a substitute for independent professional judgment, advice, diagnosis or treatment of a duly licensed and qualified healthcare provider. The use of this Site does not create a physician-patient relationship and does not obligate JCPC to follow-up or contact users of the Site. You should always talk to your healthcare professionals for diagnosis and treatment, including information regarding which drugs or treatment may be appropriate for you. Statements made by any persons on this Site is not intended to substitute for discussion or evaluation with your healthcare professional or provide any guarantee as to outcomes.

If you are experiencing a medical emergency, you should seek appropriate emergency medical assistance immediately and call 911.

This Site is intended for use by individuals who are located within the United States. If you live outside the United States, you may see information on the Sites about products or therapies that are not authorized in your country.

JCPC does not recommend or endorse any specific tests, products, equipment, procedures, opinions or other information that may be mentioned on the Site. Reliance on any information provided by JCPC, its employees, medical staff, and others appearing on the Site at the invitation of JCPC or other visitors or contributors to the Site is solely at your own risk.

Proper Use of This Site

This Site and its content are provided by JCPC solely to users over the age of 18. This website is not directed for use by children under the age of 18. Users under the age of 18 should get the assistance of a parent or guardian to use this site.

Site Security/Prohibited Uses

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation;

- (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access;
- (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing", or "crashing;"
- (d) sending unsolicited email, including promotions and/or advertising of products or services;
- (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting;
- (d) misrepresenting your identity or impersonating any other person or entity;

- (e) using any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site;
- (f) restricting or inhibiting any person from using the Site and Platforms, disclosure of personal information obtain from the Site and Platforms or collecting information about users of the Site and platforms;
- (g) reverse engineering, disassembling or decompiling any section or technology on the Site or attempting to do any of the forgoing;
- (h) gaining unauthorized access to the site, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Site;
- (i) accessing or attempt to access any portion of the Site to which you have not been explicitly granted access;
- (j) use this Site in violation of any local, state, national or international laws;
- (k) attempting to disable, "hack", or otherwise interfere with the proper functioning of this Site;
- (l) use of this Site as a means to distribute advertising or other unsolicited material to any third party;
- (m) launching or using any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;
- (n) posting or otherwise transmitting any information or software that contains a virus, worm, time bomb, Trojan horse, or other harmful or disruptive component that may compromise the security of the Site;
- (o) using the Site to violate the legal rights (including the rights of publicity and privacy) of others or violate the laws of any jurisdiction or location; or
- (p) using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from JCPC on this Site and other than generally available third-party web browsers (e.g., Firefox, Internet Explorer, Chrome, or Safari).

Such conduct is unacceptable and may result in the termination of your use of the Site. If you use any part of the Site requiring secure access, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

Violations of system or network security may result in civil or criminal liability. JCPC will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Content Information

You understand that by using this Site or any services provided on the Site, you may encounter content that may be deemed by some to be offensive, indecent, or objectionable, which content may or may not be identified as such. You agree to use the Site and any service at your sole risk and that JCPC, and its affiliates shall have no liability to you for content that may be deemed offensive, indecent, or objectionable.

You agree that any content you may generate or add to or through the Site shall: be true and accurate; will comply with all applicable laws or regulations; not be submitted for any unlawful purpose; not violate the rights of any third party; not cause injury to any person or entity; not contain any profane or obscene content; not contain or be any form of malware, “spam”, or commercial solicitation; and, be in conformity with the Terms & Conditions contained herein. You will solely be responsible for any user generated content and JCPC assumes no liability for any content submitted by you.

Unlawful or Prohibited Uses of Site

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User Reviews, Feedback, Submissions

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JCPC does not regularly review posted Comments but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Site. You grant JCPC the right to use the name that you submit in connection with any Comments. You agree not to use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make, and you agree to indemnify JCPC and its affiliates for all claims resulting from any Comments you submit. JCPC and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

Indemnification

You agree to defend, indemnify and hold harmless JCPC and its affiliates, employees, directors, officers, agents, vendors, volunteers, healthcare providers, medical staff, nurses, business associates, and suppliers from and against any and all claims, damages, liabilities, losses, investigations, costs and expenses, including attorneys’ fees, arising from or related to your use of this Site or any breach or alleged breach by you of this Agreement, including the Terms & Conditions and any user content submitted by you and any violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities, you violation of the rights of any third party, including any intellectual property, publicity, confidentiality, property, or privacy rights, or any misrepresentations made by you. JCPC reserves the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with JCPC if and as requested in the defense and settlement of such matter.

Digital Millennium Copyright Act Notice

Procedure for Making and Responding to Claims of Copyright Infringement:

It is the policy of JCPC to respond to claims of copyright infringement. We will promptly process and investigate notices of alleged infringement by third parties and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the "DMCA"), where applicable.

Pursuant to the DMCA, notifications of claimed copyright infringement by third parties should be sent to JCPC Designated Agent. If you believe that your copyrighted work has been infringed under U.S. copyright law and is accessible on this Site, please notify us by contacting our Designated Agent. Even if you believe that the alleged infringing work was not posted by a third party, please send all notifications of claimed copyright infringement to JCPC's Designated Agent listed below.

To be effective under the DMCA, notification of claims of copyright infringement by third parties must be a written communication to JCPC Designated Agent that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit JCPC to locate the material;
4. Information reasonably sufficient to permit JCPC to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

JCPC's Designated Agent for notice of claims of copyright infringement can be reached as follows:

By e-mail: Lee4365@johnscreekprimarycare.com

This contact information is only for reporting claims of copyright infringement. Contact information for other matters is provided elsewhere on this Site.

Upon receipt of a valid notification of alleged copyright infringement by a third party, JCPC shall remove or disable access to the material identified in the notice, forward the written notification to the alleged infringer, and take reasonable efforts to notify the alleged infringer that it has removed or disabled access to this material.

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer or by JCPC, if injured by relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

If a notice of copyright infringement has been filed against you, you may file a counter notification with the Designated Agent at the address listed above.

To be effective, a counter notification must be a written communication provided to JCPC's Designated Agent that includes the following:

1. A physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located and that you will accept service of process from the complainant who provided the original notification or an agent of such person or entity.

If JCPC receives a valid counter notification, it shall provide the complainant with a copy of the counter notification, inform the complainant that it will replace the removed material or cease disabling access to it in 10 to 14 days from receipt of the counter notification, and replace the removed material or cease disabling access to it in 10 to 14 business days, provided that JCPC has not received notice from the complainant that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on JCPC's system.

You should be aware that the DMCA provides substantial penalties for a false counter notice filed in response to a notice of copyright infringement. Claimants who make misrepresentations in the counter notification statement may be liable for any damages, including costs and attorneys' fees, incurred by any copyright owner or copyright owner's authorized licensee, or by JCPC, if injured by relying upon such misrepresentation in replacing the removed material or ceasing to disable access to it.

Termination/Survival

These Terms of Use are effective unless and until terminated by either you or JCPC. You may terminate these Terms of Use at any time, provided that you discontinue any further use of this Site. JCPC also may terminate these Terms of Use at any time and may do so immediately without notice, and accordingly deny you access to the Site, if in JCPC's sole discretion, you fail to comply with any term or provision of these Terms of Use. Upon any termination of these Terms of Use by either you or JCPC, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the Terms of Use or otherwise. The following sections shall survive any termination of these Terms of Use: "Comments," "Site Security," "Content Information," "Unlawful or Prohibited Uses of Site", "User Reviews, Feedback and Submissions," "Indemnification," "Termination," "Disclaimer", "Digital Millennium Copyright Act Notice", "Statute of Limitations", "Limitation of Liability," "Privacy", "Healthcare Information" and "General."

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Limitations on implied warranties are not permitted in some states. Therefore, one of more of the above limitations may not apply to you. You should check your local laws for any restrictions or limitations on limitations of implied warranties.

Postings on this Site are made at such times as JCPC determines in its discretion. You should not assume that the information contained on this Site has been updated or otherwise contains current information. JCPC does not review past postings to determine whether they remain accurate and information contained in such postings may have been superseded. THE INFORMATION AND MATERIALS IN THIS SITE ARE PROVIDED FOR YOUR REVIEW IN ACCORDANCE WITH THE NOTICES, TERMS AND

CONDITIONS SET FORTH HEREIN. THESE MATERIALS ARE NOT GUARANTEED OR REPRESENTED TO BE COMPLETE, CORRECT OR UP TO DATE. THESE MATERIALS MAY BE CHANGED FROM TIME TO TIME WITHOUT NOTICE.

General Information

You agree that this Agreement and your use of this Site are governed by the laws of the State of Georgia, USA. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in Forsyth County, Georgia, in all disputes (a) arising out of, relating to or concerning this Site and/or this Agreement, (b) in which this Site and/or this Agreement is an issue or a material fact, or (c) in which this Site and/or this Agreement is referenced in a paper filed in a court, tribunal, agency or other dispute resolution organization. Use of this Site is unauthorized in any jurisdiction that does not give full effect to all provisions of this Agreement, including without limitation this paragraph and the warranty disclaimers and liability exclusions above. JCPC has endeavored to comply with all legal requirements known to it in creating and maintaining this Site but makes no representation that materials on this Site are appropriate or available for use in any particular jurisdiction. Use of this Site is unauthorized in any jurisdiction where all or any portion of this Site may violate any legal requirements and you agree not to access this Site in any such jurisdiction. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of this Agreement is at your own risk and, if any part of this Agreement is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall govern such use.

This Agreement represents the complete understanding between you and JCPC and supersedes all prior agreements and representations between the parties, you agree that JCPC may at any time and without notice change the terms, conditions and notices under which this Site is offered. Your continued use of this Site shall be construed as an acceptance of any changes to the terms, conditions and notices under which this Site is offered.

You agree that no joint venture, partnership, employment or agency relationship exists between you and JCPC as a result of this Agreement or your use of this Site. You may not transfer or assign any rights or obligations under this Agreement. JCPC may transfer or assign its rights and obligations under this Agreement.

Statute of Limitations

You hereby agree that you shall provide JCPC at least thirty (30) days' notice of any harm you allege to have suffered as a consequence of using this Site. Before seeking legal recourse for such alleged harm, you agree to give JCPC at least thirty (30) days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action. You acknowledge and agree that this one-year period operates as a statute of limitations for all claims.

Healthcare Information

JCPC DOES NOT PROVIDE MEDICAL ADVICE THROUGH THIS SITE NOR DOES USE OF THIS SITE CREATE A DOCTOR PATIENT RELATIONSHIP. ANY HEALTHCARE INFORMATION WHICH MAY BE PROVIDED ON THIS SITE IS FOR EDUCATIONAL PURPOSES ONLY. SUCH INFORMATION IS NOT INTENDED TO BE OFFERED AS MEDICAL ADVICE TO YOU IN REGARD TO ANY SPECIFIC CONDITION OR TREATMENT. ANY INFORMATIVE

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IF YOU THINK YOU MAY BE HAVING A MEDICAL CONDITION, PLEASE CONTACT 911 OR SEEK IMMEDIATE CARE IF IT IS CRITICAL. OTHERWISE, PLEASE CONTACT A QUALIFIED MEDICAL PROVIDER PROMPTLY TO OBTAIN ASSISTANCE.

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Notice for California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an email to [NEED EMAIL ADDRESS]. You may also contact us by writing to JCPC Attn: Notices, 4365 Johns Creek Parkway, Suite 400, Suwanee, GA 30024 or by calling us at 678-957-1910. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

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Electronic Contracting

You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree, or consent via the Site it is intended to be an electronic signature which binds you as if you had signed on paper. You agree that your use of the Site, other than to read the Terms (or Additional Terms) and Privacy Policy, constitutes agreement to the Terms, and any applicable Additional Terms, then posted without further action by you.

Updates to these Terms

JCPC reserves the right to update or modify these Terms at any time without notice. Updates and modifications will be effective upon our posting the modified Terms on the Site, as reflected by the “Last Updated” date at the top of this page. Your continued use of the Site constitutes your agreement to be bound by these Terms.

Contact Us

If you have any questions, comments or concerns regarding JCPC or your use of the Site, please contact us directly as provided herein with a detailed description. JCPC values its customers and the visitors to this site.

Address: 4365 Johns Creek Parkway, Suite 400, Suwanee, GA 30024

Telephone: 678-957-1910

Fax: 678-957-1911

Email: Lee4365@johnscreekprimarycare.com

Changes to the Terms of Use

The Effective Date of this Agreement and the Terms & Conditions contained herein is February 11, 2022. This Agreement was last updated on February 11, 2022. Please check back periodically for changes to our Terms of Use.