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Our Applications allow access only to users with a valid password. You must take all necessary steps to ensure that no unauthorized person has access to your password or account. It is your sole responsibility to: (A) control the dissemination and use of activation codes and passwords; (B) authorize, monitor, and control access to and use of your account and password; and (C) promptly inform us of any need to deactivate a password. If you are accessing personal information that is not yours, you specifically verify, agree and acknowledge, as the context may require, that:

- You are either (1) a parent or guardian of the person whose information you are accessing, or (2) an individual with an express written permission to access the information.
- You may only retrieve information from this Website or Our Applications if you stored it or with express permission of the information’s owner. You understand and acknowledge that you may retrieve this information only as permitted under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (“HIPAA”) and applicable state law, rules or regulations.
- You may not reproduce, distribute or disclose any information provided through Our Applications to any person other than (1) the individual to whom that information pertains, (2) to that individual’s parent or guardian, (3) to other individuals and entities permitted to receive the information under HIPAA and applicable state law, rules or regulations, or (4) any other individual or entity with prior consent of the owner of the information.
- Any unauthorized retrieval or usage activity may be grounds for terminating your use of this Website and/or Our Applications, and may violate state and federal civil and criminal laws.

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(b) Linking to the Website. If you include a link from any other website to this Website, such link must open in a new browser window and link to the full version of an HTML formatted page of this Website. You are not permitted to link directly to any Content, such as using an “in-line” link to cause the image hosted by us to be displayed on another website. You may not download or use images hosted on this Website on another website. You may not “frame” our Content with third-party content, materials or branding. We reserve the right to demand that any link to this Website be discontinued and to revoke your right to link to the Website from any other web site at any time upon written notice to you.

11. Indemnity.

You agree to indemnify and defend Premise Health Parties from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions. We may assume, at our expense, the defense of any matter subject to this provision, and you agree to cooperate in the defense of such matter.


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13. Termination.

You agree that we may terminate, change, suspend or discontinue our agreement with you for any reason, including, without limitation, if you breach any provision of these Terms and Conditions or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions or applicable law, or for any other reason without notice or liability. If you are a party to a separate service agreement, termination of that service agreement will be controlled by the applicable provision of that service agreement. Premise Health maintains a policy that provides for the termination in appropriate circumstances of the Website use privileges of users who are repeat Infringers of intellectual property rights.


These Terms and Conditions are governed by the internal substantive laws of the state of Tennessee, without respect to its conflict-of-laws principles. Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms and Conditions, which will remain in full force and effect. No waiver of any of these Terms and Conditions will be deemed a further or continuing waiver of such term or condition or any other term or condition.

15. Jurisdiction.

You expressly agree that exclusive jurisdiction for any dispute with us, or in any way relating to your use of this Website or Our Applications, resides in the courts of the state of Illinois and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the state of Tennessee in connection with any such dispute including any claim involving us or our directors, officers, members, managers, employees, affiliates, licensors and suppliers.

16. Notices and Our Contact Information.

We will give you notice under these Terms and Conditions by means of electronic messages through this Website or Our Applications, by a general posting on this Website or Our Applications or by conventional email or mail to the address provided by you through this Website or Our Applications. Notices by you may be given by conventional postal mail addressed to:

Premise Health
Attn. Legal Department
5500 Maryland Way-Suite 200
Brentwood, TN 37027
United States of America
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18. Complete Agreement.

These Terms and Conditions constitute the entire agreement between you and us with respect to the use of this Website, Content or Our Applications.

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