



Website Terms and Conditions

Candor Care, PLLC is a professional limited liability company managed by physician Soumya Prasad, MD (“Candor Care”). Candor Care (also the “Company”) provides telemedicine health care services to patients within the state of West Virginia through this site (the “Website”). The Website Terms and Conditions, set forth below, provide requirements for a client’s or end-user’s access and use of this Candor Care, PLLC Website <http://candorcare.org> (the “Agreement” or “Terms and Conditions”).

NOTE: THIS AGREEMENT REQUIRES THE END USER, AS DEFINED BELOW, TO USE BINDING MEDIATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RELATED TO THE COMPANY OR ITS SERVICES, RATHER THAN COURTS OR OTHER LEGAL FORUMS OR REMEDIES.

Please note: These Terms and Conditions apply to visiting and browsing Candor Care’s website. Prior to coordinating direct patient care with a Candor Care physician, the Patient, Parent or Guardian must agree to specific health care processes and policies.

1. GENERAL WEBSITE REQUIREMENTS.

By accessing the Company’s Website, the Client or End-user is required to accept the Terms and Conditions herein; therefore, he or she must first review and agree to the Website Terms and Conditions below. The End-user further agrees to review these Terms and Conditions from time to time so that he or she is aware of modifications. The End-user’s continued access to this Website after any modifications have been implemented shall be evidence of the End-user’s continued acceptance of these Terms and Conditions and any modifications. If, at any time, the End-user does not agree with or does not consent to comply with these Terms and Conditions, he or she agrees to terminate use of the Website and services herein immediately. If an End-user needs to have any term or condition clarified, he or she may contact Candor Care by the means listed below.

2. DEFINITIONS.

The following definitions apply to these Website Terms and Conditions, the Website Privacy Policy and Agreement, the ADA Digital Accessibility Form, and all Website-related documents, references and agreements:

“Business Associate” is defined as a third-party technical or professional associate who assists with or participates in the End-user’s healthcare services provided through this Website, including those defined in 45 CFR §160.103.

“Client” or “End-user” is defined as a patient (not a minor), parent or guardian, accessing this Website and accepting these Terms and Conditions.

“Company” or “Candor Care” is defined as the professional limited liability company, managed by Dr. Soumya Prasad in the services of telemedicine.

“End-user” is defined as “Client” and is used interchangeably in this Website and shall also be, typically, considered the patient or the parent or legal guardian who accesses the Website for telemedicine health care services for their minor child, the Patient, or the adult who accesses the Website for telemedicine health services for themselves.

“Guardian” is defined as the guardian for a minor child (under the age of eighteen (18) years) who has satisfied all legal requirements for guardianship and who is legally authorized to make health care decisions on behalf of a Patient.

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“Health steward” is defined as a Parent/ Legal Guardian who is primarily in charge of health care decisions to be made on behalf of a minor patient (under the age of eighteen (18) years) while receiving telemedicine health care services from Candor Care.

“Parties” is defined as both the Client or End-user and Candor Care or Company, collectively.

“Patient” is defined as an adult over the age of eighteen (18) years who will be or is independently the recipient of telemedicine health care services, or a child who is under the age of eighteen (18) years and who will be or is the recipient of the telemedicine health care services, as provided by Candor Care, under the decision-making authority of his or her parent or legal guardian.

“Physician” is defined as a physician, actively licensed in the state of practice who provides healthcare through this telemedicine Company and Website.

“Privacy Policy” is defined as the Website Privacy Policy and Agreement linked to the Website and will include compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA).

“Standard of Care” is defined under the West Virginia Medical Practice Act, at WV Code § 30-3-13a(e) as “[t]he practice of medicine ... provided via telemedicine technologies, including the establishment of a physician-patient... as part of a telemedicine encounter [and] subject to the same standard of care, professional practice requirements and scope of practice limitations as traditional in-person physician-patient ... encounter.”

“Telemedicine” is defined, under the West Virginia Medical Practice Act, at WV Code § 30-3-13a(a)(4) as “the practice of medicine using tools such as electronic communication, information technology, store and forward telecommunication, or other means of interaction between a physician ... in one location and a patient in another location, with or without an intervening health care provider.”

“Telemedicine technologies” is defined, under the West Virginia Medical Practice Act, as WV Code § 30-3-13a(a)(5) as “technologies and devices which enable secure electronic communications and information exchange in the practice of telemedicine, and typically involve the application of secure real-time audio/video conferencing or similar secure video services, remote monitoring or store and forward digital image technology to provide or support health care delivery by replicating the interaction of a traditional in-person encounter between a physician or podiatrist and a patient.”

“Terms and Conditions” is defined as an agreement for the processes, procedures and guidelines, including those required by law and this Website, under which Candor Care provides telemedicine health care services on behalf of a Patient and payment therefore.

“Website” shall mean an internet-based online information and communication platform which provides the means for the telemedicine services to be provided by the Physician on behalf of the Patient.

Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

3. GENERAL PROCESSES AND PROCEDURES TO ESTABLISH PHYSICIAN-PATIENT CARE.

The following process and procedures will be followed, by the Client, prior to establishing a Physician-Patient relationship under which a Patient will receive Telemedicine Services:

- a. The Physician will conduct an initial consultation with the Patient, including the Parent or Guardian if the Patient is a minor, as a prospective Client.
- b. The Physician will verify the Patient's and the Parent's or Guardian's status through completion and submission of Patient's, Parent's and/or Guardian's Consent and Agreement to Participate in Telemedicine,



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- c. The Physician will provide the Patient, Parent or Guardian with Physician's identity and qualifications, physical location and contact information, as confirmed on the Patient's, Parent's and/or Guardian's Consent and Agreement to Participate in Telemedicine.
- d. The Physician will provide an initial consultation which includes: verification of Patient's identity and Patient's location, assessment of Patient as a candidate for Telemedicine conforming to standards of care and whether Telemedicine technologies are appropriate for the prospective Patient as presented, and conducting Patient-appropriate evaluations and health history information consistent with the standards of care.
- e. Candor Care will obtain the Patient's, Parent's or Guardian's consent for the use of Telemedicine technologies applicable to Patient's health care and establishment of a Physician-Patient relationship.
- f. Once a Physician-Patient relationship is established, Candor Care will develop health care records which justify the course of treatment, in compliance with WV Code § 30-3-13a(3)(d)(1)-(8).

4. NO DUPLICATION OF WEBSITE CONTENT.

The Client or End-user is not authorized to copy the contents of this Website for any commercial or duplication purposes. The Website content, as set forth herein, is protected by copyright and the Client or End-user shall not:

- a. Republish material from this Company's Website.
- b. Sell, rent or sub-license material from this Company's website.
- c. Reproduce, duplicate or copy material from this Company's website.
- d. Redistribute content from this Company's website (unless content is specifically made for redistribution)

5. INTELLECTUAL PROPERTY OWNERSHIP.

Unless otherwise stated or agreed, Candor Care owns the intellectual property rights for all material on the Company's Website. All right, title and interest in and to intellectual property is reserved by the Company. The End-user may view and/or print pages from the Website only for personal, non-commercial use and subject to restrictions set in these Terms and Conditions. The Company name, Candor Care, is considered the Company's service mark in which the exclusive use is protectable as intellectual property.

Each End-user must acknowledge and agree that Candor Care owns exclusive rights in and to the telemedicine services and processes therein. The End-user is permitted to use the Website and services only as expressly authorized by this Agreement. The End-user may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile any of the Website or related services or technology.

6. WEBSITE USE TERM.

The Website Terms and Conditions and the Client's agreement to comply with them shall begin on the date that the Client or End-user first accesses the Company's Website and continue for as long as telemedicine health care services are provided to the End-user, Patient, Parent or Guardian.

7. SECURITY AND PASSWORD: CREDIT CARD INFORMATION.

The End-User, Patient, Parent or Guardian, is solely responsible for maintaining the confidentiality of passwords, and all account information related to Candor Care services and agrees to not share password or account information. **Sharing account or password information, allowing third parties to access the Website or similar activity, by the End-user, is strictly prohibited as there is risk of disclosure of Patient information or Protected Health Information or PHI.**



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Subscription/ Gift Card Purchases: Purchasing subscriptions/ gift cards on the Website, requires entering credit card information on self-serve portals, and the purchaser/ End-user shall be responsible for all related safeguards. Steps outlined above in the GENERAL PROCESSES AND PROCEDURES TO ESTABLISH PHYSICIAN-PATIENT CARE section will be followed in order to enable Candor Care physicians to develop a treatment course for the Patient. The purchaser, Patient, Parent or Guardian will incur fees as charged by Candor Care's third parties to process the payments. Candor Care may charge additional and separate fees for the accounting process involved. Refunds will not be issued on gifts to support Candor Care's mission. Refunds on gifts supporting direct patient care are NOT guaranteed. Candor Care will make every effort to determine if there was a software problem or charge capture malfunction that led to an inappropriate charge. If fault is found to be due to Candor Care's processes, or it is determined that the charge was not warranted based on the service offered, the allowed payment amount will be returned to the original source of payment.

Subscriptions/ Website Appointment Management: To reserve a Patient appointment, credit card information may be required. Full payment is due upon completion of the appointment. By scheduling a confirmed appointment through the Website, the Patient, Parent or Guardian agrees to the terms of the Cancellation Policy. If you want to cancel a subscription, please visit the self-serve portal ("Manage subscription" on Website) and do so at any time. When a subscription with Candor Care is cancelled, the End-user will continue to receive subscription benefits until the end of the then-current billing period. The End-user or subscriber will not receive a refund of any portion of the subscription fees paid for the current or prior billing periods. Subscriptions and appointments cannot be cancelled/changed by contacting Candor Care directly - only the purchaser/ End-user, Patient, Parent or Guardian, may do so by accessing the Website.

The End-user, Patient, Parent or Guardian is required to promptly update account information with any changes (for example, a change in insurance, billing address, credit card information or expiration date). Payment requests are issued by third-party administrative/ technical platforms when applicable. Candor Care does not store credit card information entered through the Website or with any of third-party business associates, and does not have any access to credit card information. We validate compliance with PCI DSS (Payment Card Industry Data Security Standards) annually, to ensure a baseline level of protection for our End-users.

The End-user, Patient, Parent or Guardian represents and warrants that he or she is legally authorized to use the credit card, and that the billing and other information is true and accurate.

8. COMMENTS BY END-USERS.

Unrelated technical platforms or websites (LinkedIn, Twitter, etc) may offer the opportunity for End-users, Patients, Parents and Guardians to post and exchange comments, opinions, information, material and data ("Comments") about Candor Care or the Company's Services. The Company does not screen, edit, publish or review Comments prior to their appearance on websites and Comments do not reflect the Company's views or opinions, its physicians, agents or business associates. Comments reflect the view and opinion of the person who posts such a view or opinion. To the extent permitted by applicable laws the Company shall not be responsible or liable for the Comments or for any loss, cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of Comments or those related to third-party affiliates. **Comments related to Patient-specific health care services are not allowed on any platforms or websites due to the risk of exposure of Protected Health Information.**

9. NO LINKS OR REFERENCES.

The Client or End-user shall not, without prior approval and express written permission, link, reference or create frames around the Website or use other techniques that alter in any way the visual presentation or appearance of the Website.

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10. ACCURACY OF WEBSITE INFORMATION.

Candor Care endeavors to use best efforts to ensure that the information on this Website is correct and up-to-date; however, Candor Care does not warrant its technical functionality, completeness or accuracy.

11. DISCLAIMER OF WARRANTY AND LIMITATIONS ON LIABILITY FOR WEBSITE INFORMATION.

The Website information is provided to set forth Terms and Conditions and for health care services and for educational and informational purposes and shall not be interpreted as recommendations for therapies, diagnostic recommendations, treatment plans, or Patient-based or other courses of action. Any health information is provided as a public service or to promote public health. It does not and cannot constitute medical advice. Candor Care assumes no responsibility for an End-user's interpretation or misuse of information provided on this Website. A person must not rely upon the Website information for self-diagnosis or diagnosis of a child's medical condition. To the maximum extent permitted by applicable law, Candor Care excludes all representations, warranties and conditions relating to the Website and the use of this Website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

In the same context as other websites, Candor Care cannot guarantee or warrant that files on this Website are free from contaminating code or destructive properties. Candor Care will take reasonable effort to exclude technical difficulties or problems with this Website but cannot guarantee or warrant the Website will never have challenges. All materials, information and links to other sites shall be provided "as-is" and without express or implied warranties and not guaranteed as "error-free" or uninterrupted.

By accessing this Website for telemedicine health services, the Client or End-user agrees to not bring any claim against Candor Care or otherwise hold it liable for damages occurring from the use of the Website or any information or services provided by it, including direct, indirect, consequential, incidental, or punitive damages to the fullest extent provided by law.

Candor Care has taken reasonable security measures, including the incorporation of a third-party secure platform(s) for telemedicine and related health care filing purposes, and has incorporated industry-standard practices and technology into this Website; however, Candor Care cannot promise with absolute certainty that the Website will not be hacked or otherwise tampered with or have its security system violated.

IF THE END-USER IS DISSATISFIED WITH CANDOR CARE SERVICES OR HEALTH CARE SERVICES OR IS DISPLEASED WITH THIS WEBSITE, THE END-USER AGREES TO FIRST INFORM CANDOR CARE SO THAT CANDOR CARE HAS AN OPPORTUNITY TO TRY TO REMEDY THE MATTER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE CANDOR CARE SERVICES, THE PATIENT'S RECEIPT OF HEALTH CARE OR USE OF THE WEBSITE OR THE TERMS AND CONDITIONS OF USE MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE RELEVANT EVENTS AND SHALL BE RESOLVED BY BINDING MEDIATION. THE RIGHT TO PURSUE ANY DISPUTE, CLAIM OR CONTROVERSY THAT IS NOT FILED WITHIN ONE (1) YEAR AND ANY RIGHT TO PURSUE THAT DISPUTE, CLAIM OR CONTROVERSY IN ANY FORUM IS PERMANENTLY BARRED.

12. INDEPENDENT ACCESS BY MINOR CHILDREN DISALLOWED.

This Website does not intend or lend itself to be directly used by minor children who are under the age of eighteen (18) years of age without direct supervision by an adult guardian or parent; therefore, it is not subject to the Child Online Privacy Protection Act. If the End-user's or Parent's minor child or pediatric patient under the age of eighteen (18) years of age accesses this Website, the Parent or Guardian shall be solely responsible for (i) the minor child's online activity and conduct; (ii) monitoring the minor child; and (iii) any resulting consequences arising from or related to the minor child's conduct.

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The information that the End-user provides for the purpose of requesting and receiving Telemedicine services and this Website, generally, shall be governed by the Privacy Policy of this Website and the Website's supporting third-party platform providers.

Personally-identifiable and health-related information is subject to laws governing Protected Personal Information and the Healthcare Portability and Protection Act. Candor Care and our physicians work hard to maximize the security and confidentiality of that information and to comply with the applicable laws. Candor Care's platform includes a firewall against compromise or breach and will follow and implement industry-standard means to secure the information provided by the parent or guardian on behalf of the Patient.

13. DIVERSITY.

Candor Care is committed to the spirit of diversity in providing Telemedicine services; therefore, the Telemedicine services are provided to any Patient, regardless of ethnic, cultural, gender and other backgrounds.

14. ACCOMMODATIONS.

If the End-user or Client, Parent or Guardian who is accessing or wishes to access this Website needs an accommodation due to physical or other challenges, he or she may submit a request for accommodation through completion and submission of the ADA Digital Accessibility Form on this Website. To the extent it is able, Candor Care will make accommodations in a confidential manner.

15. INDEMNIFICATION AND HOLD HARMLESS CLAUSE.

The Client or End-user shall indemnify, defend, and hold harmless Candor Care, its affiliates, and its and their respective directors, officers, employees, representatives, consultants, agents, suppliers, and licensors from and against all losses, claims, liabilities, demands, complaints, actions, damages, judgments, settlements, fines, penalties, damages, expenses, and costs (including reasonable attorneys' fees) that arise out of or in connection with access to or use of Candor Care's Telemedicine services, misuse of any material, data, or other information downloaded or otherwise obtained from the Telemedicine service, appointment requests made through the Company, violation of applicable laws or regulations, or violation of these Terms and Conditions. The End-user understands and agrees that Candor Care shall retain exclusive rights to defend any claim or matter involving the indemnification and/or hold harmless clauses and arising from or related to Candor Care services.

16. REPORTING A COMPLAINT.

If the End-user or Client is not satisfied or otherwise not pleased with this Website or the telemedicine health care services provided by Candor Care, he or she agrees to first report the dissatisfaction or issue to Candor Care so that Candor Care may take reasonable measure to mitigate, address and solve the End-user's complaint or issue. A complaint or report of issue may be submitted by contacting Candor Care, as set forth below. To the extent it is able, Candor Care will address complaints in a confidential manner.

17. CHANGES AND MODIFICATIONS.

Candor Care reserves the right to make changes, modifications and updates to the Website Terms and Conditions and the applications herein and links within.

18. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THIS POLICY.

There are certain technical, hardware and software requirements for the End-user in order to access telemedicine services from Candor Care physicians, or access and retain the e-signature documents in electronic form. The Client or End-user will need a supported computer/ operating system, software for viewing documents, web browser (preferably Google Chrome), access to the internet (preferably Broadband), an email address, a mobile phone with SMS text message capability for two-factor authentication purposes, and a printer (if you want to print copies of electronic records). The Client or

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End-User is responsible for configuring and maintaining the systems and processes to accommodate the above technical, hardware and software requirements.

Further, this Website functions with third-party administrative platforms, operated and maintained by third-party non-medical entities. The third-parties may need information in accordance with Candor Care's Website Privacy Policy and Agreement to facilitate access to telemedicine services from Candor Care physicians. If at any time the End-User, or Patient, is not comfortable with the third-party operations and administration having access to or storing personally identifiable information (PII) and personally identifiable health information (PHI), the End-user or Patient agrees to terminate use of their services immediately.

19. **DISCLAIMER.**

This website provides information of general nature about Candor Care, PLLC, and may include information about medical conditions requiring the services of a physician. The information is provided with the understanding that Candor Care nor its physicians are engaged in rendering medical advice or recommendations. Any information obtained from this website should not be considered a substitute for consultation with a board certified physician to address individual medical needs. Individual facts and circumstances will determine the treatment that is most appropriate.

20. **DOES CANDOR CARE MAKE UPDATES TO THIS POLICY?**

Yes, Candor Care will update this policy as necessary to stay compliant with relevant laws and industry-standard practices.

Telemedicine is evolving and these Website Terms and Conditions and Candor Care telemedicine health care services will likely change or be modified to reflect best practices or legal requirements; therefore, the End-user, Patient, Parent or Guardian agrees to review the Candor Care Website from time to time so that he or she is aware of any modifications. The End-user, Patient, Parent or Guardian's continued access to this Website and the health care services shall be evidence of the End-user's, Patient's, Parent's or Guardian's acceptance of the Website Terms and Conditions and change or modifications thereto. If an End-user, Patient, Parent or Guardian does not agree with or does not consent to comply with this Website Terms and Conditions, or the changes or modifications to the Telemedicine services related thereto, then he or she agrees to terminate use of the Website and all Candor Care's telemedicine health care services immediately.

HOW CAN YOU CONTACT CANDOR CARE ABOUT THESE WEBSITE TERMS AND CONDITIONS?

Questions or comments about this policy may be addressed to Dr. Soumya Prasad, by email at admin@candorcare.sprucecare.com, by phone at 304-316-6981, or by post to: Candor Care, PLLC, Soumya Prasad, MD, 364 Patteson Dr., #505., Morgantown, WV 26505

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