



Terms of Use  
**CUSTOMER AUTHORIZATION**

**IMPORTANT - PLEASE READ CAREFULLY THE BELOW**

novelHealth, a CureMD.com, Inc. brand, on behalf of itself or its corporate affiliates (“**Company**”, “**we**”, “**us**”) provides services to Customer (“**Customer**”, “**you**”), including helping you find and book appointments with healthcare providers (“**Services**”). In providing such Services, Company may collect and use Customer’s health-related information with Customer’s healthcare providers.

Under the Health Insurance Portability and Accountability Act (“**HIPAA**”), such health-related information may be considered “protected health information” (“**PHI**”) if received from or on behalf of Customer’s healthcare professionals. In order to use the Services, and to enable Company to fully provide Services, Company will need to use and disclose the Customer’s health related information for purposes enumerated herein.

This Authorization (“**Authorization**”) and Company’s **Privacy Policy** explain how Company processes and shares Customer’s health-related information received hereunder.

The Customer agrees and permits Company to use and disclose Customer’s PHI in the same way as Company uses and discloses Customer’s Non-PHI.

Specifically, Customer agrees that Company can use Customer’s PHI to:

- enable and customize Customer’s use of the Company Services;
- provide Customer alerts or other Company Services regarding future appointments;
- notify Customer regarding providers Company thinks that the Customer may be interested in;
- share information with Customer regarding services, products or resources about which Company thinks that the Customer may be interested in;
- provide Customer with updates and information about Company Services;
- market to Customer about Company and third party products and services;
- conduct analysis for Company’s business purposes;
- support development of the Company Services; and
- create de-identified information and then use and disclose this information in any way permitted by law, including to third parties in connection with their commercial and marketing efforts.

Customer also agrees that Company can disclose Customer’s PHI to:

- third parties assisting Company with any Services or of the uses described above;
- Customer’s Healthcare Professionals to enable them to refer Customer to, and make appointments with, other providers on Customer’s behalf, or to perform an analysis on potential health issues or treatments, provided that Customer chooses to use the applicable Service;
- a third party as part of a potential merger, sale or acquisition of Company;
- our business partners who assist Company by performing core services (such as hosting, billing, fulfillment, or data storage and security) related to the operation or provision of our services, even when Company is no longer working on behalf of Customer’s Healthcare Professional;
- a provider of medical services, in the event of an emergency; and
- organizations that collect, aggregate and organize Customer’s information so they can make it more easily accessible to Customer’s Healthcare Professionals.

Customer authorizes and permits Company to collect any Customer’s information available through third party vendors who maintains such information, including but not limited to health information exchanges, electronic health records vendors, data aggregators, and any other vendors with whom Company interacts to provide the Services. Company’s ability to collect such information will promote patient wellbeing, enhance patient safety and ensure that patients are being provided the best services possible.



This Authorization shall remain in effect until Customer provides a written notice of revocation to Company. CUSTOMER MAY REVOKE THIS AUTHORIZATION AT ANY TIME AND FOR ANY OR NO REASON. SUCH REVOCATION SHOULD BE COMMUNICATED TO COMPANY THROUGH SUPPORT@NOVELHEALTH.AI. THE REVOCATION SHALL ONLY BE EFFECTIVE AFTER RECEIPT BY COMPANY; PRIOR USES OF CUSTOMER HEALTH INFORMATION SHALL NOT BE EFFECTED BY THE REVOCATION. SUCH REVOCATION SHALL NOT EFFECT COMPANY'S USE OF CUSTOMER'S NON-PHI.

The Customer understands and agrees that Customer's decision to not execute this Authorization or revoke the authority may affect Customer's ability to use certain aspects of the Company Services.