

Clomr Patient Portal User Agreement

This Clomr Patient Portal User Agreement ("Agreement") constitutes a legally binding agreement between you and Clomr Incorporated ("Clomr," "we," "us," or "our"). By using the Clomr Patient Portal ("Portal"), you agree to comply with and be bound by this Agreement.

If you do not agree, do not access or use the Portal.

1. Description of the Portal

The Portal allows you to access and manage information related to your surgical cases and associated health records provided by your healthcare provider. The Portal is for informational purposes only and is not intended for medical advice, diagnosis, or treatment. Always consult your healthcare provider for any medical concerns.

2. User Eligibility

By using the Portal, you certify that you are at least 18 years of age, authorized to access the Portal, and a resident of the United States. You agree to use the Portal only as permitted by this Agreement and applicable laws.

3. Account Security and Sharing

- You are responsible for maintaining the confidentiality of your Portal login credentials and for all activities conducted under your account.
- You may authorize others to access your account. By granting such access, you accept responsibility for their actions, including the use, disclosure, and sharing of your information.
- Clomr reserves the right to suspend or terminate access to the Portal for unauthorized use or breach of this Agreement.

4. Information Management

- The Portal provides access to certain health-related information, but it may not include a complete record of your health history.
- Clomr does not guarantee the accuracy, completeness, or timeliness of the information in the Portal.
- You are responsible for consulting your healthcare provider to interpret and act upon the information in the Portal.

5. Privacy and Data Use

- Clomr will collect and process your data in accordance with its Privacy Policy.

- By using the Portal, you consent to the collection, storage, and use of your data as described in the Privacy Policy.
- Clomr will never share your personal data with any third party including but not limited to name, phone number, mobile phone number, address, date of birth, any provided documents. Clomr does not intend your patient data to be used for marketing purposes.
- Clomr will never share mobile data with third parties
- You have the right to opt-out of receiving SMS messages at any time
- If you have questions about your data, contact Clomr at support@clomr.com

6. Changes to the Portal or Agreement

- Clomr may update this Agreement or the Portal features at any time. Updates will be effective upon posting. Continued use of the Portal after updates constitutes acceptance of the revised Agreement.

7. Disclaimers

- The Portal is provided "as is" without warranties of any kind, express or implied.
- Clomr does not guarantee uninterrupted or error-free access to the Portal and disclaims all liability for issues arising from its use.

8. Limitation of Liability

- Clomr is not responsible for any damages resulting from your use of or inability to use the Portal, including unauthorized access to your account.
- Clomr's total liability for any claims related to the Portal is limited to the amount paid for the Portal services in the preceding 12 months.

9. Liability Release; Indemnification

You hereby expressly release Clomr and agree to indemnify and hold Clomr harmless from any and all claims, including any and all claims for property damage, personal injuries, and/or consequential, punitive, or other damages which arise, or are alleged to have arisen, in connection with the use, operation, or functioning of the Portal.

10. Term and Termination

Either party may terminate this Agreement at any time for any reason. You understand that you are solely responsible for backing up the data that you store on the Portal, and that upon termination, you must immediately discontinue use of the Portal. This section of this Agreement, as well as other provisions that should by their context survive, shall survive termination of this Agreement for whatever reason.

11. Dispute Resolution

- Any disputes arising under this Agreement shall be resolved through binding arbitration in Alameda County, California.
- You agree to waive any right to a jury trial or class action.

12. Class Action Waiver

You and Clomr mutually agree that, to the fullest extent allowed by law, each may bring claims against the other only in your or its individual capacity, on an individual basis, and not as a plaintiff or class member in any purported class, collective, non-individual, mass, or representative proceeding. Further:

- The arbitrator may not join or consolidate more than one person's claims or preside over any form of representative, collective, non-individual, mass, or class proceeding. Nothing in these terms allows class arbitration.
- Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, inapplicable, invalid, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
- All other disputes related to the Dispute Resolution provision and its enforceability shall be determined exclusively by an arbitrator, except as expressly set out herein.

Last Update on January 31, 2025