

TERMS OF USE – Coastal Family Urgent Care

Agreement to Terms of Use

BY USING THE WEBSITES OR BY CLICKING "I ACCEPT" BELOW, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS, and acknowledge you have reviewed and accept the terms provided in the NOTICE OF PATIENT PRIVACY and PATIENT RIGHTS AND RESPONSIBILITIES. The Websites and online form are owned and operated by Coastal Family Urgent Care. Your use establishes your Agreement to our Terms of Use. PLEASE DO NOT USE THIS WEBSITE IF YOU DO NOT AGREE TO THESE TERMS OF USE.

Although we attempt to maintain the integrity and accuracy of the information on our Websites, we make no guarantees as to its correctness, completeness, or accuracy. Our Websites may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made by third parties without our knowledge. If you believe any information found is inaccurate or unauthorized, please inform us by email to info@coastalfamilyuc.com.

We are committed to protecting your personal information and patient rights. If you choose to provide us with personal information, our [NOTICE OF PRIVACY PRACTICES](#) describes how we use your personal information and our [PATIENT RIGHTS AND RESPONSIBILITIES](#) describes your rights and responsibilities for medical care.

COVID Related Visits: The CARES Act modified and expanded the provisions of the Families First Coronavirus Response Act (the FFCRA) to require employer-sponsored group health plans (both fully insured and self-funded) to provide cost-free coverage of COVID-19 testing and related items and services. This member cost-sharing waiver also applies to all Commercial, Medicare and Medicaid lines of business. It requires health plans to cover COVID-19 tests that are FDA approved or approved by the state, without prior authorization and at no cost to the enrollee. COVID-19 related visits will be submitted to the appropriate insurers, however, there may be some instances in which your visit is not reimbursed to our medical group. In the event your COVID-19 visit is not covered by your healthcare insurance, or reimbursement is paid to the patient, you will be responsible for your payment to Coastal Family Urgent Care. You acknowledge it will be your obligation to obtain and submit the proper information to your health insurance company for reimbursement for payment to ensure there is no out of pocket cost to you.

Financial Responsibility: While we attempt to provide the most accurate information possible, eligibility and benefits differs with each patient's healthcare plan, and it is ultimately your responsibility to check with your specific carrier to determine network status, coverage and financial responsibility. Some services may be billed separately, and any amounts not paid by your insurance company are your individual responsibility. (Examples include: Radiology readings, labs and orthopedic supplies). If any of the services or charges are not covered by your insurance company or if Coastal Family Urgent Care is not able to verify/confirm your eligibility, you are responsible for all charges incurred. The patient/guarantor agrees he/she is hereby responsible for paying any co-payments or estimated co-insurance amounts determined by your insurance company's contract at time of service. Coastal Family Urgent Care will not assume responsibility for any personal property you may bring into the facility.

Revisions, changes, and updates: We may revise or update the information on the Websites, including these Terms of Use, without notice to you. Coastal Family Urgent Care may also make improvements and/or changes in products and/or add new features at any time without notice. We encourage you to periodically read these Terms of Use to see if there have been any changes to our policies that may affect you. Your continued use of our website will signify your continued agreement to these Terms and Conditions as they may be revised.

Access, correction, and data integrity: Coastal Family Urgent Care is not responsible for the content, security or the privacy practices of Third Party Websites. We do not share your personal information with those websites and Coastal Family Urgent Care is not responsible for their privacy policies or practices. You are encouraged to learn about the privacy policies of those companies by reviewing the privacy statement and any terms of use of each Third Party website you visit. Unless we specifically advise you otherwise, links to Third Party Websites do not constitute or imply endorsement by Coastal Family Urgent Care of those sites, the information they contain or any products or services they describe. Coastal Family Urgent Care does not receive payment or other remuneration in exchange for you linking to or using any Third Party Website. We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

Age Limitations: This site and the services are intended and only suitable for individuals 18 years of age and above. Some of the content may not be appropriate for children. Children under the age of 13 are not permitted to use this site and we do not knowingly allow persons under the age of 13 to create accounts that allow access to the secured features of the Websites.

Consent to Electronic Communications: By accepting these Terms and Conditions, you agree to receive essential communications by email. This information may include, but is not limited to, demographic information, billing information, and medical information. Please keep in mind communications via email over the internet is not secure. Although it is unlikely, there is a possibility information included in an email can be intercepted and read by other parties besides the person to whom it is addressed. These communications may include (but are not limited to): a message from a provider, a new lab test result, an appointment confirmation, site and service updates, emergency alerts and critical messages, and general health communications from providers. In addition, you may periodically receive online invitations to participate in member satisfaction and other types of surveys related to your experiences at Coastal Family Urgent Care. Your participation in such surveys is always optional. You may choose to opt out of this form of communication by emailing us at info@coastalfamilyuc.com. Coastal Family Urgent Care has several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Coastal Family Urgent Care online password or account. It is your sole responsibility to (1) control the disclosure and use of your activation codes, password reset codes and password; (2) authorize, monitor, and control access to and use of your Coastal Family Urgent Care online account and password; and (3) promptly change your password if you feel it has become compromised; and (4) promptly email us at info@coastalfamilyuc.com if you need to deactivate an account entirely.

Consent to Telephone calls and Voicemails: You authorize Coastal Family Urgent care to provide any and all notices to you by telephone and leave voicemails on the phone number provided, which may contain your personal medical information. This information may include, but is not limited to, demographic information (patient name, date of birth, address, etc.), billing information, and medical information (appointment dates, diagnosis, medications, test results, etc.). You may choose to opt out of this form of communication by emailing us at info@coastalfamilyuc.com.

Consent to Telemedicine: Telemedicine is healthcare provided by any means other than a face-to-face visit. Medical and mental health information is used for diagnosis, consultation, treatment, therapy, follow-up, and education. Health information is exchanged interactively from one site to another through electronic communications. Telemedicine involves the exchange of medical health information in a technology-assisted format to provide remote clinical services to patients. Telephone consultation, videoconferencing, transmission of still images, e-health technologies, patient portals, and remote patient monitoring are all considered telemedicine services. Telemedicine communications carries some level of risk of breach of confidentiality, and it is important to use a secure network with any electronic exchange. Our telemedicine visits are typically performed through our HIPAA compliant electronic medical record platform. During the COVID-19 public health emergency, regulatory agencies have allowed for telephone visits and telemedicine visits through platforms such as Skype to allow for greater access to medical care but may not provide a secure HIPAA-compliant platform. Electronic communication may also be used to communicate highly sensitive medical information. You understand you must take reasonable steps to protect the unauthorized use of electronic communications by others and the healthcare provider is not responsible for breaches of confidentiality caused by an independent third party or by you. Telemedicine services can only be provided to patients who are residing in the state of at the time of this service. The Health Insurance Portability and Accountability Act provides safeguards to protect my privacy and there are rules and restrictions on who may see or be notified of Protected Health Information. Information exchanged during your telemedicine visit will be maintained by the doctors, other healthcare providers, and healthcare facilities involved in you care and medical information, including medical records. These safeguards are governed by federal and state laws and will be maintained under the privacy rules and regulations required, including the right to access your own medical records. Your healthcare provider may choose to forward or request my information to an authorized third party such as my prescription medication history or insurance carrier for billing and treatment purposes. If there is any information you do not wish to be transmitted through electronic communications, please notify us at info@coastalfamilyuc.com. A medical evaluation via telemedicine may limit my healthcare provider's ability to fully diagnose a condition or disease. As a patient, you agree to accept responsibility for following my healthcare provider's recommendations—including further diagnostic testing or an in-office visit. You may opt out of the telemedicine visit at any time. This will not change your ability to receive future care at this office.

Downloadable Files and Email: Coastal Family Urgent Care cannot and does not guarantee or warrant that email or files available for downloading from its Site will be free of viruses or other code that may contaminate or destroy data on your computer. You are responsible for implementing sufficient protective procedures and checks to maintain the accuracy of your

data for maintaining a data back-up or other means for the reconstruction of any lost data. Coastal Family Urgent Care does not assume any responsibility or risk for damage to your computer or its files related to your use of the Services.

Tracking Technology and Cookies: Some parts of our Website may place small data files ("cookies") in your browser's file storage area of your computer's hard drive. A cookie is a small data file that a web site may write to your hard drive when you visit the site. A cookie file can contain information such as a user ID. A user ID is used to track the pages you visit. The only personal information a cookie contains is information you supply. Cookies automatically identify your browser to our server as you communicate with our website. Cookies can store your preferences through a password you select to access a website. Cookies also help us review website traffic patterns and improve our site. Most browsers automatically accept these cookies, but you usually can change your browser setting to prevent the acceptance of cookies. This, however, may prevent you from using some of the features of our website.

Breaches of these Terms and Conditions: In consideration of being allowed to use the Websites' interactive services, you agree that the following actions shall constitute a material breach of these Terms and Conditions: signing on as or pretending to be another person (Note: this does not restrict authorized use of the "Act for a Family Member" feature on the Websites.) using secure messaging for any purpose in violation of local, state, national, international laws or posted Coastal Family Urgent Care policies transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Coastal Family Urgent Care personnel) or entity as determined by Coastal Family Urgent Care in its sole discretion using interactive services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others collecting information about others, including email addresses intentionally distributing viruses or other harmful computer code attempting to (1) probe, scan, "hack", or test the vulnerability of the Website, or any Coastal Family Urgent Care system or network; or (2) breach any security or authentication measures on the Website, or any Coastal Family Urgent Care system connected to either the Website using any "deep-link", "page-scrape", "robot", "spider", data mining tools, data gathering and extraction tools, or other automatic device, program, algorithm or methodology, to (1) access, acquire, copy or monitor any portion of the Website, or (2) in any way reproduce or circumvent the navigational structure or presentation of the Website.

Coastal Family Urgent Care expressly reserves the right, in its sole discretion, to terminate a user's access to any interactive services and/or to any or all other areas of the Websites due to any act that would constitute a violation of these Terms of Use. To the extent there is an inconsistency between these Terms of Use and the Website, these Terms of use shall govern.

Limitation of Liability and Damages: COASTAL FAMILY URGENT CARE AND ITS AFFILIATES, SUPPLIERS, AND OTHER THIRD PARTIES MENTIONED OR LINKED TO ON THE WEBSITES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITES, AND ANY CONTENT, INFORMATION, SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITES, AND/OR ANY THIRD PARTY WEBSITE, OR YOUR USE OF ANY OF THE FOREGOING, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS DESCRIBED IN THE FOLLOWING PARAGRAPH, YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITES, SITE-RELATED SERVICES, AND/OR THIRD PARTY WEBSITES IS TO STOP USING THE WEBSITES AND/OR THOSE SERVICES.

APPLICABLE LAWS MAY NOT ALLOW SUCH DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY, OR THE EXCLUSIONS FROM SUCH LIABILITY, AND YOU MAY BE ENTITLED TO SEEK OTHER REMEDIES UNDER YOUR EVIDENCE OF COVERAGE OR OTHER AGREEMENT WITH COASTAL FAMILY URGENT CARE. IN SUCH CASE, THE ABOVE DISCLAIMERS, LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Choice of law: THESE TERMS AND CONDITIONS ARE GOVERNED BY CALIFORNIA LAW WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. IF ANY VERSION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS ENACTED AS PART OF THE LAW OF CALIFORNIA, THAT STATUTE SHALL NOT GOVERN ANY ASPECT OF THESE TERMS AND CONDITIONS.

You agree to provide true, accurate, complete, and correct information at the time of registration, and to promptly update this information as needed so that it remains true, accurate, complete, and correct.

Questions and Inquires: Please contact us with any questions or concerns regarding this Terms of Use at:

Coastal Family Urgent Care
6260 El Camino Real, Suite 101
Carlsbad, CA 92009
Tel: (760) 448-6650 Fax: (760) 448-6647
Email: info@coastalfamilyuc.com

