Terms and Conditions of Use

Welcome to the website and online services of Medical Arts Center Clinic (MACC). By accessing or using our website, patient portals, or online services (collectively, the "Site"), you agree to comply with and be bound by the following Terms and Conditions ("Terms"). Please read them carefully before using our Site or services.

1. Medical Disclaimer (Not Medical Advice)

- **No Doctor-Patient Relationship:** Content provided on this Site, including text, graphics, images, and other materials, is for informational and educational purposes only. Using this Site does not establish a doctor-patient relationship between you and any healthcare provider at Medical Arts Center Clinic.
- **Emergency Care:** This Site is not intended for medical emergencies. If you are experiencing a medical emergency, please call 911 (or your local emergency number) or go to the nearest emergency room immediately.
- **Consult a Healthcare Professional:** Never disregard professional medical advice or delay seeking it because of something you have read on this Site. Always consult a qualified physician or other health provider with any questions regarding a medical condition or treatment plan.

2. Patient Portal & Online Services

- **Account Security:** If you create an account or use our patient portal, you are responsible for maintaining the confidentiality of your credentials (username and password) and for restricting access to your computer or mobile device. You agree to accept responsibility for all activities that occur under your account.
- **Communication:** Electronic communication (e.g., email, texting, contact forms, non-encrypted messaging) may not be fully secure. While we take reasonable steps to protect your data, please refrain from sending sensitive, confidential, or urgent medical information through unencrypted public web forms.

3. Privacy Policy & HIPAA Compliance

Your privacy is extremely important to us. Our collection, use, and disclosure of your personal information and Protected Health Information (PHI) are governed by our Notice of Privacy Practices and Privacy Policy https://www.medicalarts.center/privacy-policy-2/ , which comply with the Health Insurance Portability and Accountability Act (HIPAA) and applicable local laws.

4. Appointments, Cancellations, and Payments

- **Appointments:** Online appointment requests are subject to confirmation by [Clinic Name]. We reserve the right to modify or reschedule appointments as necessary.
- **Cancellation Policy:** We request at least 24 hours' notice for any appointment cancellations or rescheduling. Failure to provide adequate notice may result in a cancellation fee of $25.00
- **Financial Responsibility:** Patients are ultimately responsible for payment of all services rendered. While we may bill your insurance provider on your behalf, any unpaid balances, co-pays, or non-covered services are your responsibility.

5. Intellectual Property Rights

All content on this Site—including text, logos, graphics, images, audio clips, design, and software—is the property of Medical Arts Center Clinic or its content suppliers and is protected by copyright, trademark, and other intellectual property laws.

- You may view, download, and print pages from the Site for your personal, non-commercial use only.
- You may not reproduce, distribute, modify, display, or exploit any content without prior written permission from Medical Arts Center Clinic.

6. Prohibited Activities

When using our Site, you agree not to:

1. Use the Site for any unlawful purpose or in violation of any local, state, national, or international law.
2. Impersonate any person or entity, or falsely state or misrepresent your affiliation with a person or entity.
3. Introduce viruses, Trojan horses, worms, or other harmful computer code.
4. Attempt to gain unauthorized access to our servers, user accounts, or computer systems.
5. Scrape, data-mine, or extract data from the Site without explicit consent.

7. Limitation of Liability

To the fullest extent permitted by law, Medical Arts Center Clinic, its officers, directors, employees, contractors, and agents shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or related to:

- Your access to or use of (or inability to access or use) the Site.

- Any reliance placed on information or content made available on the Site.
- Any unauthorized access to or alteration of your transmissions or data.

All content on this Site is provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied.

8. Our Site may contain links to third-party websites or services (e.g., lab testing partners, bill pay systems, or educational resources) that are not owned or controlled by [Clinic Name]. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. Accessing third-party sites is at your own risk.

9. Modifications to Terms

We reserve the right to update or modify these Terms and Conditions at any time without prior notice. Your continued use of the Site after any changes constitutes your acceptance of the new Terms.

10. Governing Law & Jurisdiction

These Terms are governed by and construed in accordance with the laws of the State of Utah without regard to its conflict of law principles. Any legal action or proceeding arising out of these Terms shall be brought exclusively in the courts located in Box Elder County, Utah

11. Contact Information

If you have any questions or concerns regarding these Terms and Conditions, please contact us at:

- **Medical Arts Center Clinic**
- **Address: 1041 S Medical Dr., Ste 200, Brigham City, UT 84302**
- **Phone: 435-723-5248**