



## Terms of Service (TOS)

### **THIS WEBSITE IS NOT FOR EMERGENCY SERVICES.**

By using this website you agree to the terms and conditions on this page. This agreement is by and between Professional Office Hours, LLC an Arizona Limited Liability Company, (“Professional Office Hours”) and You, Your heirs, agents, successors and assigns (“You”).

Professional Office Hours provides this website to improve your experience in scheduling an appointment with a professional. This web site is for non-emergency scheduling. Appointments must be scheduled at least 24 hours in advance of the appointment. Appointments for the same business day, or the next business day must be made directly with the professional, and not through this website. Existing appointments cannot be canceled or changed through this website and all changes and cancellations must be made by the professional's office. Failure to cancel appointments with the professional's office in a timely manner may result in charges for missed or canceled appointments.

Professional Office Hours provides a service to professionals. We do not endorse any professional using this site, and we do not certify that the professionals are licensed as they state. We will not provide services to any professional which we know to be offering illegal services, or who we know is not licensed as required by law. **IN NO EVENT SHALL Professional Office Hours BE LIABLE TO YOU OR ANY OTHER PERSON FOR LOSS, DAMAGE, OR INJURY, RESULTING FROM PROFESSIONAL SERVICES SCHEDULED USING THIS SITE.**

### **NO UNLAWFUL USE**

You agree to use Professional Office Hours only for scheduling related to professional services. You also agree that you will not use or allow your account to be used for any unlawful purpose or service, in violation of this agreement, or any applicable State or Federal Law, Statute, Rule, Regulation, or interpretation thereof. Professional Office Hours reserves the right to refuse service to any person or organization for good cause.

### **ACCOUNT SECURITY**

You agree to keep your password and account information confidential. You agree to assume full responsibility for all activity occurring on your account. You agree to notify Professional Office Hours immediately of any known or suspected unauthorized use or access to your account. Professional Office Hours disclaims all responsibilities for activity under your account, whether or not authorized by You. You acknowledge that Professional Office Hours cannot prevent all risks of security breach which are inherent in using the Internet. You agree to assume the risk of security breach which is beyond the reasonable control of Professional Office Hours.



## **INTELLECTUAL PROPERTY**

Professional Office Hours reserves all copyrights in software under this agreement. This agreement does not give You any right in the software other than the right to use under the terms of this agreement. You agree to not copy, modify, reverse engineer, decompile or attempt to uncover the source code for Professional Office Hours' software.

## **HIPAA PRIVACY RULES COMPLIANCE**

Professional Office Hours will keep all information collected confidential according to our Privacy Policy found on the our website [www.professionalofficehours.com](http://www.professionalofficehours.com), which is incorporated into this agreement.

## **LIMITATION OF LIABILITY**

It is our intention to use reasonable efforts to provide services which are available during business hours and most of non-business hours. The web site is provided "AS IS, AS AVAILABLE" PROFESSIONAL OFFICE HOURS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED REGARDING SERVICES UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. This contract is not intended to create, and does not create any third parties to this agreement. This agreement does not create an agency relationship between You and Professional Office Hours.

## **ENTIRE AGREEMENT**

You agree that this agreement is the entire agreement, and that any modification must be in writing and signed by You and by Professional Office Hours.

## **SEVERABILITY**

You agree that the terms of this agreement are severable. If any part of this agreement is determined to be invalid, or later becomes invalid, such part of the agreement will be enforced to the extent allowed by law. All remaining parts of the agreement will remain as binding and enforceable.

## **WAIVER**

You agree that Professional Office Hours does not waive rights under this agreement or under the law if it does not at any time enforce any part of this agreement against You or any other person.

## **CHOICE OF LAW**

This agreement and all services provided under this agreement are performed or deemed to be performed in the State of Arizona, in Maricopa County, and the laws of Arizona and Maricopa County shall be applied to this agreement. This agreement is only for persons, businesses, and professionals located in the United States of America. All Notices required by this agreement shall be in writing and shall be deemed received when delivered to Professional Office Hours.



**ARBITRATION**

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days from notice of the dispute, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration in the State of Arizona, in Maricopa County, administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. (Commercial Arbitration rules are available at [www.adr.org](http://www.adr.org))

**SCHEDULING BY NON-PATIENTS OR NON-CLIENTS**

A person who is the parent of a minor or legal guardian of a patient or client may schedule an appointment using [professionalofficehours.com](http://professionalofficehours.com). A PARENT OR LEGAL GUARDIAN MAY BE FINANCIALLY RESPONSIBLE FOR PAYMENT INCLUDING PAYMENT FOR A MISSED APPOINTMENT. A person who is not a parent or legal guardian and uses the website to schedule an appointment for a patient or client may also be held liable for payment unless a copy of this agreement is signed by the patient or client and faxed to the office of the professional with whom the appointment is scheduled. A copy of this agreement must also be provided to the patient or client.

To be signed by the patient or client if scheduling is performed by another person:

I have read and understood this agreement and agree to the terms of this agreement.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_