WEBSITE and THE INTERNET OF THINGS TERMS & PRIVACY POLICY

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This privacy policy applies to any website, Facebook page, public or private forum, email, or the like owned by AMERICAN MEDICAL BILLING ASSOCIATION INC on the World Wide Web, The Internet of Things, and outside or inside physical real property owned by AMERICAN MEDICAL BILLING ASSOCIATION INC.

We take the security of your data seriously. However, no data transmission can be guaranteed to be 100% secure. Therefore, we cannot ensure or warrant the security of any information you transmit to us. You transmit information at your own risk. AMERICAN MEDICAL BILLING ASSOCIATION INC reserves the right to use the information that you supply us for, but not limited to: affiliate, vendor, and agent marketing and monetary purposes. If you wish that AMERICAN MEDICAL BILLING ASSOCIATION INC not use the information you supply to us in the before listed manor, please indicate so by sending a letter to AMERICAN MEDICAL BILLING ASSOCIATION INC, Terms and Privacy Department, 2465 E. Main Street, Davis, OK, 73086 stating such. AMERICAN MEDICAL BILLING ASSOCIATION INC also collects information to the extent that your web browser provides information to our web server, such as the Internet protocol address, the site you linked from, the identity of your Internet Service Provider, and the type of browser you are using.

1. ACCEPTANCE OF TERMS
The AMBA member & exam websites and forums and services are provided to members under these Terms of Service. Your use of and access to our websites, message boards (forum), email group, chats, etc. are provided to you at no extra cost and is Governed by the terms below. If you access our websites (including email groups, forums and etc.) you agree to these terms of service. Additionally, you agree to bound by our code of ethics (listed below).

BY ACCESSING THE AMBA EXAM WEBSITE, MEMBER AREA AND FORUMS, AND OR COMPLETING THE MEMBERSHIP REGISTRATION PROCESS AND SELECTING THE "LOG IN" OPTION or "I AGREE" (access to member area), YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE AS SUCH TERMS MAY BE MODIFIED FROM TIME TO TIME.

These Terms of Service govern your use of AMBA services provided in connection with your membership. AMBA shall not be liable to you for any breach of these Terms of Service. If you do not agree to these Terms of Service, please do access our member area or forums. If you do not agree to other changes in the Terms of Service as they may occur, please arrange to terminate your registration with AMBA immediately (i) by notifying AMBA of your unwillingness to accept the changes to the Terms of Service; and (ii) by unsubscribing from the email group or by discontinuing your use of the AMBA forums. Your continued use of AMBA services will signify your acceptance of any change in the terms and conditions set forth herein.

2. MEMBER ACCOUNT, PROFILE, PASSWORD AND SECURITY
You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify AMBA of any unauthorized use of your password or account or any other breach of security.
3. MEMBER CONDUCT
You understand that all information, data, text, software, music, sound, photographs, graphics, video, files, posts, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not AMBA, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service.

You agree to not use the Service to:

a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or disruptive;

b. impersonate any person or entity, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

c. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in and through prior approval of AMBA.

d. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

e. collect or store personal data about other users; You acknowledge that AMBA does not pre-screen all Content, but that AMBA and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, AMBA and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable.

Violations of the terms of service above are expressly prohibited and WILL NOT BE tolerated. Violations are subject to warning and or permanent removal, banning or revocation of membership depending upon the seriousness of the violation. Enforcement of violations will be applied at the sole discretion of AMBA.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You acknowledge and agree that AMBA may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

(a) comply with legal process;

(b) enforce the TOS;

(c) respond to claims that any Content violates the rights of third-parties; or

(d) protect the rights, property, or personal safety of AMBA and its members.

By transmitting, uploading, posting or submitting any Information to the email group or forum, you

(a) declare such Information is not confidential, secret or proprietary information belonging to someone else; and

(b) warrant that no other party has rights to the Information and that your transmission, posting, uploading or submission of the Information to the group does not violate any copyright or other laws; and

(c) irrevocably grant AMBA a worldwide, royalty free, non-exclusive perpetual, worldwide license to use, display,
perform, distribute, modify, reproduce and publish the Information in any form anywhere.

4. NO RESALE OR OTHER USE OF SERVICE
You agree not to reproduce, duplicate, forward, copy, sell, resell or exploit for any commercial purposes, or for purposes other than your own non-commercial use, any portion of the forum, email group, members only site or other AMBA pages, use of or access to the AMBA's services to its members. You agree that all email group & forum posts are the SOLE property of AMBA and you will not reprint or repost or forward them elsewhere to anyone without the express written permission of AMBA.

The AMBA websites and the email groups/forums were created to assist billers in owning and running a successful medical billing business. We are NOT in the business of assisting our competitors to compete with or against us. You agree you will not compete against us while you are a member of AMBA and for a period of 2 years after termination of your membership. You agree you will not compete with AMBA by profiting off of information learned or found through your membership to AMBA for commercial purposes. You agree you will not market services to AMBA members under any circumstances.

5. NO SELLING
You agree not to sell, promote or advertise yourself or your products through AMBA services without express written permission of AMBA. Anyone that is found to have harvested or spammed AMBA members will be terminated immediately.

6. INDEMNITY
You agree to indemnify and hold AMBA, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

7. MODIFICATIONS TO SERVICE
AMBA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that AMBA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. Services include but are not limited to our email group, AMBA forums, chatroom, AMBA members area and etc.

8. TERMINATION
You agree that AMBA, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if AMBA believes that you have violated or acted inconsistently with the letter or spirit of the TOS. AMBA may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be affected without prior notice, and acknowledge and agree that AMBA may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that AMBA shall not be liable to you or any third-party for any termination of your access to the Service.

9. DEALINGS WITH ADVERTISERS
Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that AMBA shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

10. LINKS
The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because AMBA has no control over such sites and resources, you acknowledge and agree that AMBA is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that AMBA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

11. COPYRIGHTS and COPYRIGHT AGENTS
AMBA respects the intellectual property of others, and we ask our members to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide AMBA with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the site; your address, telephone number, and email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

12. FREE LISTING ON MEMBER'S WEBSITE ROSTER
You are allowed one free listing of your website on the Member's Website Roster Page which is a listing of members who have websites. AMBA does not list members who do not have their own website and we don't list those with a website automatically. We will add your website on the next scheduled date where we make changes which may be one week or one month. You will be allowed one change. After that, you will be required to submit $10 with each change. We reserve the right to list or not list any website for any reason with or without notice. For more details, please email cyndeew@brightok.net

13. GENERAL INFORMATION
The TOS constitute the entire agreement between you and AMBA and govern your use of the Service(s), superseding any prior agreements between you and AMBA. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and AMBA shall be governed by the laws of the State of Oklahoma without regard to its conflict of law provisions. You and AMBA agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Murray County, Oklahoma. The failure of AMBA to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

AMBA Code of Ethics

Exemplary professional and personal conduct and dedication to providing and performing billing shall be the standard for American Medical Billing Association (AMBA) members.

AMBA Members pledge to provide competent and professional services of the highest standard to the healthcare providers, patients, employees, clients and employers they work with. Members recognize a continuing responsibility of forward-thinking ideas and improve our services In doing so, members will adhere to a strict code of Ethics and Conduct:
• Members must remain impartial, objective, and free of conflicts of interest in discharging professional responsibilities and should be independent in fact and appearance when providing services.
• Members must observe our profession’s technical standards, strive continually to improve competence and quality of services, and pursue excellence through continuing education in all areas applicable to our profession.
• Members shall not disclose any confidential information unless instructed to do so by the provider. Members are expected to follow policies and laws regarding confidentiality and privacy of health information.
• Members must strictly observe all laws and regulatory requirements that apply to us morally and ethically. Members are expected to adhere to high ethical standards when acting on behalf of the medical billing profession. Members shall not exploit professional relationships for personal gain.
• Members will comply with government requirements regarding record keeping. All records and reports are to be prepared accurately and retained in accordance with applicable requirements. All communications regarding medical billing must be truthful and precise.

This code of ethics and conduct for the American Medical Billing Association defines the morally permissible standards of conduct which members agree to make binding upon themselves. Failure to adhere to these standards, as determined by the American Medical Billing Association, could result in the loss of certification and membership with the American Medical Billing Association.

Member Affirmation

By accessing the AMBA member websites and or clicking on the "I agree" link, I hereby promise to uphold the ethical standards set forth by the American Medical Billing Association.

I pledge my loyalty and support to the AMBA. I understand that membership in the AMBA is a privilege and honor that I will embrace and respect at all times. I understand that a copy of this agreement shall become a part of my permanent member record. I further understand that any health care provider or doctor may request affirmation of this agreement.