

AMA SURVEY FOR USERS OF TELEHEALTH SERVICES

TERMS AND CONDITIONS FOR RESPONDENTS

Thank you for your participation in this survey which was created and is being conducted by the American Medical Association (“**AMA**”). The survey is being offered in connection with the AMA’s Telehealth Immersion Program whose purpose is to provide foundational information surrounding the telehealth landscape and offer deep dives into aspects of telehealth (the “**Initiative**”). This survey will target a convenience sample of physicians and other healthcare workers and therefore, the survey link will be distributed broadly across several platforms to allow as many physicians and other healthcare providers to participate and provide insights.

The survey is interactive and allows you to submit responses and other content in reply to survey questions (“**User Contributions**”). The AMA treats your User Contributions in accordance with our fidelity to stringent data privacy standards. The AMA, and as applicable, the Collaborator, will access and use data collected from this survey but only in accordance with these terms and conditions (“**Terms**”). The AMA will use the data collected from this survey only for research, scholarly publication and as related to ongoing telehealth implementation and optimization efforts and rates and intentions of telehealth use in connection with the Initiative (the “**Scope**”). **The AMA and the Collaborator will not use, give or sell your User Contributions to any person or entity for the purpose of selling products or services.**

These Terms govern the survey and your User Contributions. Every person who starts the survey (referred to as “**you**” or “**your**”) agrees to these Terms and to the AMA’s interpretation of these Terms. If you object to these Terms, your only remedy is to not accept the Terms below and discontinue your participation in the survey.

1. User Contribution Authorization.

All User Contributions are owned by and the property of the AMA and will be considered non-confidential subject to the provisions of this Section 1. User Contributions will not be returned. By providing User Contributions, you agree, consent, and authorize the AMA to access, receive, collect, use, transmit, store, reproduce, modify, analyze, and disclose your User Contributions, including any personally identifiable information, for purposes within the Scope in accordance with the following. AMA may share specific de-identified, aggregated, summary-level data survey results with certain third parties (ie. State and specialty societies and associations).

As used in this Section 1, data that is “personally identifiable” information is defined under applicable laws as determined in the AMA’s sole discretion.

- a. *User Contributions available to the AMA, AMA Authorized Designees, and third parties other than your Organization.*
 - i. In addition to the purposes stated above, the AMA and as applicable, certain third parties (ie. State and specialty societies and associations), will use your User Contributions and other survey respondents’ contributions for the purposes of gaining insight on rates and intentions of telehealth use, getting information on how AMA can continue to build resources and information for physicians using or planning to use telehealth, and furthering the Initiative. Third parties will only have access to de-identified, aggregated, summary-level data. The AMA shall adopt, implement and maintain appropriate privacy

protections and security controls as required by contract and applicable laws, as determined, with respect to the AMA, in the AMA's sole discretion.

ii. The AMA and as applicable, the Collaborator, may make your User Contributions that are aggregated and reasonably de-identified available in a descriptive report that will be located on the AMA's website. The primary purpose of the survey results is for internal resource development by the AMA and the support of AMA advocacy initiatives.

b. *California Residents.* Survey participants who are California residents are informed of the following means to access and change User Contributions. These provisions are applicable only to the extent that the AMA has your name and your personally identifiable User Contributions as the result of the survey, as determined by the AMA in its sole discretion.

If you choose to share your name and contact information at the end of the survey, you may contact the AMA via email at digital.health@ama-assn.org to:

- See and receive the User Contributions that the AMA has about you, if any;
- Correct or update any User Contributions the AMA has about you;
- Ask the AMA to stop using or sharing User Contributions about you;
- Ask the AMA to delete any User Contributions the AMA has about you; and/or
- Opt out of some or all future communications from the AMA or the Collaborator related to the Initiative.

3. **Acceptance of Risk and Arbitration.**

You are wholly responsible for your participation in the survey and for User Contributions and you participate at your own risk. You represent and warrant that you own or control all rights in and to the User Contributions and have the right to provide the rights above to AMA, and that all your User Contributions comply with these Terms.

You acknowledge that the AMA is not responsible for, and accepts no liability in relation to, your participation in the survey, any User Contribution you transmit or post, the disclosure of any User Contribution in accordance with these Terms, or your conduct in connection with the survey.

To the maximum extent permitted by law, the AMA excludes and disclaims all implied representations and warranties which might apply in relation to your participation in the survey. Under no circumstances will the AMA be liable for any indirect, special, punitive, consequential, or incidental loss or damages arising from or in any way connected to the survey or your User Contributions.

Any controversy or claim arising out of or relating to these Terms shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association ("AAA") under its rules for resolution of commercial disputes, except that in the event of violation of AMA's intellectual property rights, AMA may seek equitable (including injunctive) or other appropriate relief in the courts of the state of Illinois and/or the United States District Court for the Northern District of Illinois and such courts shall have exclusive jurisdiction over any such action and you and the AMA hereto agree to submit to the jurisdiction of said courts. With respect to arbitration, if you and the AMA are unable to agree upon an impartial arbitrator within 30 days of either party requesting arbitration, either party may apply to the AAA to make the appointment. The impartial arbitrator shall be an attorney or a retired judge and admitted to practice in Illinois. The arbitration shall be held in

Chicago, Illinois. All submissions to the arbitrator, the proceedings and the award shall be confidential. You and the AMA express their desire that the arbitration be conducted on an expedited basis with minimal discovery. The award shall be in writing and set forth the factual and legal bases for the award. You and the AMA renounce recourse to litigation, to the extent provided by law, and intend the award to be final and binding except that judgment with respect to the award may be entered in any court having jurisdiction over you and the AMA or their respective assets. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING. The AMA reserves all rights and remedies available to it in law or equity. These Terms shall be governed by the internal laws of the State of Illinois without regards to choice of law principles.

4. Releases and Disclaimers.

By participating in the survey, you, your estate and heirs, agree to: (a) release AMA, its officers, trustees, agents, representatives and employees, as well its successors, representatives and assigns, from any and all actions, claims, injury, loss, damage or liability arising in any manner, in whole or in part, directly or indirectly, from participation in this survey or use of your User Contributions; (b) waive all rights to claim indirect, special, punitive, consequential, incidental, or any other damages; and (c) limit any and all claims, judgments, and awards to actual out-of-pocket costs incurred, excluding reasonable attorneys' fees and arbitration costs.