

firstMT.com CONFIDENTIALITY DISCLOUSER

First Medical Transcription Corporation offer's several Medical & healthcare related services through their web site named firstMT.com. In this document firstMT.com represent the website as well as First Medical Transcription Corporation.

firstMT.com hereby undertakes:

To protect and maintain the confidentiality to the full extent permitted by law of any Confidential Information provided by the client whether relating to itself or its own clients ("Confidential Information") and given to firstMT.com for the specific purpose of providing transcription services from electronic audio files, in the form of single speaker dictation or multiple speaker conversation between two or more persons.

1. Definitions

"Confidential data" is client information contained in audio recordings or in the form of transcription or otherwise; It also means any information that is created or received by firstMT.com which identifies an individual and relates to the past, present or future physical or mental health or condition of that individual.

2. firstMT.com undertakes to treat all data provided by the client as confidential and to preserve its confidentiality during the time in which such confidential data is in its possession or under its control and during the performance of this contract and thereafter until such time that the confidential data shall pass into the public domain;
3. All information or data disclosed to firstMT.com shall be deemed to be confidential data except for that which (i) at the time of disclosure was in the public domain; (ii) after disclosure, passes, through no act or omission on the part of firstMT.com, into the public domain;
4. Confidential data include all information contained in any electronic file or otherwise provided to firstMT.com including, but not limited to, the identity of firstMT.com's clients, the nature of their work and the subject-matter of the transcription and any other incidental information relating to any third party so contained therein;
5. To use the confidential data for the purpose set out herein;
6. Not to duplicate or transmit or permit the duplication or transmission of any confidential data except as may be necessary for the Purpose;
7. To take all reasonable security precautions to keep the data confidential and to exercise a sufficient degree of control over all confidential data provided to firstMT.com, to assume full responsibility to protect the confidential nature of the data and to institute any necessary procedures to protect its confidential nature, and to ensure compliance with the preceding paragraph 4 and in particular to ensure that the employees and/or contractors of firstMT.com do not:
 - (i) discuss the confidential data with any other person not also bound by the terms of this Agreement; or
 - (ii) without first obtaining the express consent of the client remove the confidential data from secure data housing where the data is maintained or the premises of firstMT.com other than to return or make available transcription of the confidential data to the client; or
 - (iii) produce any additional copy, image and/or recording of the confidential data other than as required by the client; or
 - (iv) retain, following completion of transcription, the confidential data, but shall return or destroy all confidential data whether in hard copy or electronic format.
8. If firstMT.com is required to produce the confidential data pursuant to a court order, legal process or governmental action, first to give the client notice thereof and an opportunity to consider whether there are appropriate grounds to object to such production and, if so, make representations to the requesting authority to object to such production; and
9. At the end of a period of 15 working days following receipt of payment for the completed transcript from the client, unless otherwise expressly agreed, firstMT.com

- and its contractors shall destroy all confidential data and shall provide the client with a certificate of compliance if requested;
10. firstMT.com shall not disclose any information covered under Confidential information unless the disclosure is permitted or required by law, and is:
 11. To a law enforcement or other governmental authority:
 1. To protect the interests of firstMT.com in preventing or prosecuting the perpetration of fraud upon it; or
 2. Otherwise permitted or required by law.
 12. firstMT.com shall notify the client immediately upon discovery of any unauthorized use or disclosure of the confidential data or any other breach of this Agreement by firstMT.com or its employees or contractors and will cooperate with the client in any reasonable way to help the client regain possession of the confidential data and prevent any further breach.

All Confidential Information shall remain the property of the client including any transcription of the confidential data prepared by firstMT.com.

This disclosure should be read in conjunction with the Client Service Agreement for general terms and conditions. This disclosure and the Client Service Agreement constitute the entire agreement between firstMT.com and the client with respect to the treatment of confidential data. Any changes or modifications to this disclosure shall be effective by publication on the website of firstMT.com.

Contact Information

firstMT.com welcomes your comments regarding this Statement of Confidentiality; please contact us by [e-mail](#), or postal mail.

*firstMT.com Privacy & Confidentiality
First Medical Transcription Corporation
22 W 19th Street, 5th Floor
New York, NY 10011*

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CONFIDENTIALITY AGREEMENT

First Medical Transcription Corporation offer's several Medical & healthcare related services through their web site named firstMT.com. In this document firstMT.com represent the website as well as First Medical Transcription Corporation.

Agreement is entered into by _____ (You) and firstMT.com.

You understand that, in the performance of duties of medical transcription business, all patients and client information is to be held in strictest confidence, including but not limited to, the transcription of medical documents. You also acknowledge that any such violation may give rise to irreparable damage to firstMT.com, and that firstMT.com and any injured party may seek legal remedies against You.

Accordingly, as a condition of and in consideration of your access to confidential information, you promise that:

- 1.** You will use confidential information only as needed to perform your legitimate duties receiving information from firstMT.com. This means, among other things, that:
 - A.** You will only access confidential information for which you have a need to know; and
 - B.** You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized by firstMT.com.
 - C.** You will not misuse confidential information or carelessly care for confidential information.
- 2.** You will safeguard and will not disclose your passwords, access codes or any other authorization you have that allows you to access confidential information.
- 3.** You accept responsibility for all activities undertaken using your passwords, access code and other authorization.
- 4.** You will report activities by any individual or entity that you suspect may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
- 5.** You understand that your obligations under this Agreement will continue after termination of your employment or contract. You understand that your privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
- 6.** You understand that you have no right or ownership interest in any confidential information referred to in this Agreement. firstMT.com may at any time revoke your accounts, user access, passwords, access code, other authorization, or access to confidential information. At all times during your employment or contract, you will safeguard and retain the confidentiality of all confidential information.
- 7.** You will be responsible for your misuse or wrongful disclosure of confidential information and for your failure to safeguard your access code or other authorization access to confidential information. You recognize that the disclosure of such information shall result in immediate termination of subcontracting agreement or employment You understand that your failure to comply with this Agreement may also result in your loss of employment or contract and other legal liability. .

By signing this agreement You confirms that he/she has reviewed and agreed to privacy, password, confidentiality, terms of use and legal disclosure available at firstMT.com's website and will continuously review it over period of time.

This agreement is entered into on

_____ (Date)

[] Subcontractor or
[] Employee or
[] Other _____

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