

The Facility offers its patients the use of a web-based portal (the "Portal") as a courtesy. The Portal uses encryption to reduce the risk that unauthorized persons will read communications, information or attachments in the Portal. Only someone who knows the correct password to log in to the Portal is authorized to use the Portal.

During your visit, you will be provided information regarding how to enroll in the Portal. The Facility will register you into the Portal software and will provide you with your access information.

When you sign the Terms and Conditions of Use and when you use or access the Portal, you acknowledge that you: (a) have read and understood the Terms and Conditions of Use and agree to be legally bound by that Agreement; and (b) are at least eighteen (18) years old and/or have the legal authority to agree to the provisions. The Terms and Conditions of Use are provided on the Portal web site for your convenience. You should review these Terms and Conditions of Use because they may be revised from time to time, and will not be sent to you. Your continued access and/or use of the Portal will be your agreement to the new Terms and Conditions.

These Terms and Conditions of Use apply only to your use of the Portal and do not apply to any other activities by the Facility.

#### **Important Information Regarding the Portal**

- ***In an emergency, call 911*** or go to the nearest emergency room.
- If you have concerns regarding healthcare needs or a medical condition, please contact your healthcare provider directly. The Facility does not use the Portal to provide medical advice, Internet-based medical care and treatment or other medical services.

#### **Portal Features**

- **Access to Health Information:** You may view an inpatient summary concerning your most recent visit, as well as certain designated lab and test results and other information that the Facility makes available. The Facility may modify or delete information made available in the Portal from time to time. The information on the Portal is not your complete medical record.
- **Access for your Authorized Representatives:** You may provide access to your Portal account to others that participate in your care or that you want to know about your healthcare information. Authorized representatives given full access have the same level of access as the patient.
- **Educational Resources:** You may research and view educational resources on various topics available through the Portal. These images, graphics, and information (the "Content") are provided by third parties for your convenience and for informational purposes only. The Facility does not endorse or make any representations or warranties about any Content, its accuracy or any results that may be obtained from relying on the Content. The Content is not a substitute for professional medical advice, diagnosis, treatment, and/or care.

- **Communication with Care Providers:** You may have the ability to communicate your questions and requests for prescriptions. In cases where this communication is available the system will utilize secure messaging through the Portal to maintain privacy.
- **Changes:** The Facility may change, suspend or discontinue, impose limits on, or restrict your access to parts or all of the Portal and/or the information on the Portal at any time.
- **Download and Transmit Information:** You may download your information to your personal computer or an electronic media device, or transmit your information to a third party.

### **Guidelines for Safe Use of the Portal**

Information available in the Portal is encrypted, which is a way of protecting electronic information. While encryption reduces the risk that someone else will see your information, there are some risks to you that you should understand before signing up for the Portal. Some helpful things to keep in mind include:

- Do not store, send or access information on your employer-provided computer or hand-held device. Your employer may have the ability to access your personal information on computers or devices owned by the employer.
- Use a screensaver or close the Portal so that others nearby cannot read the information.
- Keep your username and password safe and private. Do not give your username and password to anyone else.
- If you think someone has learned your password, you should promptly change it by following the instructions provided to you by the Facility.
- Be careful when using a public computer or mobile device to access the Portal due to increased security risk. Be sure you log out of the Portal when you complete your session.
- The Facility will treat your medical information in accordance with its Notice of Privacy Practices.

The Facility, its physicians and staff are not responsible to you if you do not follow the Rules for Safe use of the Portal. You are responsible for any activity that occurs as a result of permitting another person or entity to use your username and password or the username and password of those you designated to have authorized access of your information on the Portal.

### **Access, Use of Online Communications and Conditions of Participation**

- The Portal is offered by the Facility as a service. Use of the Portal is restricted to current patients.
- The Facility does not guarantee that the Portal system will be accessible 24 hours a day, 7 days a week. The Portal system may become unavailable, without advance notice to you, due to routine maintenance or due to circumstances beyond the control of the Facility. The Facility may suspend or terminate operation of the Portal and may suspend or terminate an individual's use without advance notice. The Facility and its physicians and staff shall have no liability or responsibility to any patient or other person authorized by the patient who is unable to access the Portal system for any reason.

- The Facility will adhere to all applicable State and Federal laws regarding minors' and emancipated minors' access and use of the Portal.

If you receive access to health care information which is not yours, you must stop viewing such information and immediately notify the Facility.

### **Discontinuing Use of Portal**

- You may discontinue your use of the Portal at any time by contacting the Facility to request this change.
- Portal access may be disconnected after 12 months of inactivity. You may contact the Facility to request reinstatement of your access or the access of your designees.

### **Intellectual Property**

All rights, title and interest in and to the Portal and in the Content are the sole and exclusive property of the Facility, its licensors, and/or other third parties. The Portal is protected by the copyright laws of the United States and other intellectual property laws. Nothing in the Terms and Conditions of Use transfers any proprietary rights to you. You agree that all rights, title, and interest in and to any Content provided by third parties is the property of the respective third party content owners and may be protected by applicable copyright or other intellectual property laws.

### **Limitations of Liability**

NEITHER THE FACILITY NOR ANY OF ITS LICENSORS, AGENTS, CONTRACTORS, OR SUBCONTRACTORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THE PORTAL, OR ANY ERRORS OR OMISSIONS IN THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE PORTAL IS TO CEASE TO USE THE PORTAL.

You agree to defend, indemnify, and hold harmless the Facility and its licensors from any and all claims, losses, damages, fines, penalties, costs, expenses, and liabilities (including, without limitation, attorneys' fees) in connection with or arising out of your: (a) violation or breach of any provision of the Terms and Conditions of Use or any applicable law or regulation, whether or not referenced herein; (b) violation of any rights of any third party; and/or (c) your use or misuse of the Portal. In the event you violate the Terms and Conditions of Use, we reserve the right to seek any and all remedies available in law and in equity.

THE USE OF THE PORTAL IS SOLELY AT YOUR OWN RISK. ALL INFORMATION, INCLUDING ANY CONTENT, IS PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. FACILITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OR ANY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE FACILITY. THE FACILITY MAKES NO WARRANTY THAT THE PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

**Miscellaneous**

The Portal and these Terms and Conditions of Use will be governed by and construed in accordance with the laws of the state in which the Facility resides without regard to any principles of conflicts of laws. Venue with respect to any dispute between you and the Facility will rest exclusively in the state or federal courts located in the state in which the Facility resides. You agree that any cause of action or claim that you may have must be made within one year of when the cause of action accrued. You acknowledge that the Terms and Conditions of Use is the complete statement of the agreement between you and Facility with respect to the Portal and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the Portal. There is no agency, partnership, joint venture, or physician-patient relationship between you and Facility arising solely through the use of the Portal. If any provision of the Terms and Conditions of Use is invalid or unenforceable under applicable law, then it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. A waiver of a breach of any provisions to the Terms and Conditions of Use will not constitute a waiver of any other breach. You are not allowed to assign the Terms and Conditions of Use or any rights hereunder. The Facility will not be liable to you for any loss resulting from the failure of equipment, communications lines, unauthorized access, viruses, extraordinary weather, other acts of God, or any circumstance outside of Facility's control.

**Patient Consent and Agreement:**

- I consent to participation in the Facility Patient Portal (Portal), and understand that my personal health and individually identifying information is made available to me in the Portal.
- I understand that the use of the Portal is for non-emergency purposes.
- I understand that I have the ability to provide Portal access to my Authorized Representatives (Representatives), and that those Representatives may have the ability to perform all of the functions I am able to perform, including viewing, downloading, and transmitting my health and individually identifying information.
- I understand there are risks associated with web-based applications and that I am responsible for safeguarding my access information.
- I understand that my e-mail address is required to initiate Portal access, and will be used for communications related to the Portal. I agree to communicate my e-mail address changes.
- I have read and understand the Terms and Conditions of Use, and I have been provided with an opportunity to ask questions.
- I understand that my access to the Portal requires my acceptance of the Terms and Conditions of Use. If I refuse to sign at this time, I understand that I may change that decision in the future and can contact the Facility to obtain access to the Portal.
- I understand that failure to follow the Terms and Conditions of Use may result in termination of access to the Portal.