

# Legal Notices

## Terms of Use



- [Terms of Use](#)
- [Digital Privacy and Tracking Notice](#)

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICE. MEDICAL PROVIDER MAY MODIFY THIS AGREEMENT AT ANY TIME WITHOUT NOTICE, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU AGREE TO REVIEW THIS AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SERVICE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

## Medical Disclaimer

If you are having a medical emergency, seek urgent or emergency care at an appropriate facility near you. For health care-related questions, contact your health care provider promptly. Do not disregard medical advice or delay seeking medical care because of something you have read here.

## Medical Content and General Disclaimer

Medical content in the Service (as defined below) is presented in summary form only and intended to provide broad consumer understanding and knowledge of health care topics and does not create a provider-patient relationship. The medical content is not complete and does not replace communication with or the advice of your health care provider. The Service does not recommend the self-management of health problems. Medical content in the Service is not comprehensive and does not cover all diseases, ailments, physical conditions, or their treatment.

Medical content is compiled from a variety of sources. Neither the Medical Provider nor its affiliates nor any Medical Content Provider shall be responsible for medical content under any theory of liability or indemnity. In no event shall Medical Provider or Medical Content Providers, if any, be liable to you for any damages (including, without limitation, liability arising out of contract, negligence, strict liability, tort or patent or copyright infringement whether direct or indirect, special, incidental, consequential, or punitive damages) arising out of your use of medical content in the Services. Neither Medical Provider nor any Medical Content Provider shall be responsible for any statements or materials posted by Users on the Service under any theory of liability or indemnity.

This Service is provided "AS IS" and without warranty, express or implied. All implied warranties of merchantability and fitness for a particular use or purpose are hereby excluded. Medical

Provider makes no warranty as to the reliability, accuracy, timeliness, usefulness or completeness of the Service. Medical Provider does not warrant against human and machine errors, omissions, delays, interruptions or losses. Medical Provider does not guarantee or warrant that files available for downloading from this Service will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.

YOU UNDERSTAND FURTHER THAT THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOU ACCESS SUCH MATERIALS AT YOUR OWN RISK. MEDICAL PROVIDER AND MEDICAL CONTENT PROVIDERS HAVE NO CONTROL OVER AND ACCEPT NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

### Definition of Services and Agreement

The "Service" is made up of "Tools" which include the information on the websites, the My Medical Provider Patient Portal, and mobile applications or other Medical Provider branded and provided websites that direct you to the Legal Notices. The Service is an online information and communications service provided by Medical Provider (either directly or via its contractors and Licensors). Your use of the Service is subject to all terms on the Legal Notices page, your compliance with the Terms of Use below and the instructions for use available in the registration process and in the Service ("Information"), all of which are incorporated by reference and made a part of this Agreement between you (a User of the Services) and Medical Provider

1. **Software License.** Medical Provider grants to you, subject to the terms of this Agreement, a revocable, non-transferable and non-exclusive license to use any software and documentation, together with all updates, enhancements, modifications and fixes thereto; and the content of the Services which are owned by Medical Provider and/or its Medical Content Providers and other contractors and licensors (all together, "Licensors").
2. **Medical Provider Rights.**
  1. Medical Provider reserves the right to monitor content on the Service and to remove, delete, block, filter, or restrict content for any or no reason and in its sole discretion. Additionally, Medical Provider reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue access to the Service, at any time, without notice and for any or no reason and in its sole discretion.
  2. You agree that Medical Provider may disclose your communications and activities with Medical Provider in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of Medical Provider rights.
  3. You agree that in the event Medical Provider exercises any of its rights hereunder for any reason, Medical Provider will have no liability to you.
3. **Acceptable Use Terms and Special Terms.** You agree to comply with the Acceptable Use Terms (listed below) including any Special Terms for the Category of Tool governing your activity in connection with the Service, as updated by Medical Provider from time to

time without notice to you. Medical Provider may but has no obligation to remove any communications and materials that Medical Provider believes in its sole discretion to violate this Agreement. Violations of this Agreement may also result in termination or suspension of the Service or a portion of the Service.

**1. Terms Applicable to All Tools in the Service**

1. **Minimum Age.** By accessing, browsing or using My Medical Provider, or communicating via other electronic Tools provided by Medical Provider, you represent and agree that you are at least eighteen (18) years old or have proper adult permission for an account as an adolescent between the ages of 14-17.
2. **Account Access.**
  1. If/when you initially register for the Service, you may be asked to input user identification information (e.g. a User ID or Password). Medical Provider reserves the right to reject or change any user identification information for any reason in its sole discretion. Unless otherwise stated below, you must be an individual at least 13 years of age to register and you must register on the Service under your own name.
  2. You agree to promptly inform Medical Provider if there is a change in the information you provided to Medical Provider at the time of registration, including change of address or name.
  3. You agree to review Sections (2) Registration and (4) Changing or Deleting Your Information that You Provide to Us on Medical Provider's Digital Privacy and Tracking Notice for more information.
3. **Acceptable Use** By using the Services, you agree that you will:
  1. Not violate any local, state, federal and/or international laws and regulations.
  2. Not violate copyright and intellectual property rights laws regarding any content you send or receive via the Services.
  3. Not use the Services to provide medical advice or medical commentary nor to make, recommend or increase referrals to competitors.
  4. Not post or transmit any information under a false name or otherwise misrepresent your affiliation with a person or entity.
  5. Not permit any other person or entity (other than an agent acting on your behalf and subject to your supervision) to access the Service using your account for any purpose.

6. Not post or transmit information anonymously except cases in which the Medical Provider application permits or requires anonymous posting.
  7. Not post or transmit any message which is libelous, defamatory, or which discloses private or personal matters including health information concerning any person or entity.
  8. Not post or transmit any message, data, image or program which could be perceived to be indecent, obscene or pornographic.
  9. Not interfere with other Users' use of the Service.
  10. Not post or transmit any content which contains malware, viruses, worms, "Trojan horses", or any other contaminating or destructive features designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
  11. Not transmit any content (by uploading, posting, email or otherwise) which is harmful, threatening, abusive, harassing, embarrassing, obscene, tortuous, hateful or racially, ethnically or otherwise objectionable.
  12. Not post any content in support of a political party or candidate.
  13. Not post or transmit advertising including charity requests, petitions for signatures, spam, chain letters, pyramid schemes or any other form of solicitation or sale of a good or service.
  14. Not: (a) post a single article to more than five (5) areas of the Service; (b) post to any area which is off-topic according to the owner of the area; or (c) send unsolicited mass communications.
  15. Not use the Service to conduct any activity or solicit the performance of any activity which is illegal, or which infringes on or violates the rights of others.
4. **User Content – Prohibition on PII and PHI.** You should not post confidential information, personally identifiable information (“PII”) or personal health information (“PHI”) outside of My Medical Provider patient portal unless specifically prompted to do so as necessary to gain access to an application and its user tools subject to the Special Terms for Direct to Provider Communication Tools set forth below. When you submit or transmit communications through, or in connection to Medical Provider sites or third-party sites (“User Content”) to any Medical Provider Site or third-party site, you agree that such communications or User Content which make you personally identifiable or that identifies your PHI, including, but not limited to, information regarding any medical conditions(s) e.g. names, room numbers, medical terms, etc. may be used

for its intended purposes subject to the HIPAA Notice of Privacy Practices and Medical Provider's Digital Privacy and Tracking Notice. You represent that you own or have the necessary permissions to use and authorize the use of User Content as described herein.

## 2. **Special Terms Applicable to Categories of Tools**

1. **Special Terms for Direct to Provider Communication Tools** provided to you as a part of the Service to access your electronic health information, communicate directly with your health care provider or access medical care:
  1. Tools for direct care team communications are provided as a source of information to support and not to replace the relationship that exists between you and your healthcare providers. You must register in these Tools under your own name and keep your contact information in your My Medical Provider account up to date.
  2. You may disenroll from a account at any time by calling My Medical Provider Customer Support, Monday - Friday, 8 am - 4:30 pm, at or online at any time using your My Medical Provider account settings.
  3. If you initially enroll in person for My Medical Provider, you will be provided with an activation code, which will no longer be valid once you have created your personal login. The activation code allows you to create a personal login with an email address and password that you create.
  4. The user identification information that you choose are your confidential credentials allowing you access to My Medical Provider; keep them secret. Anyone with access to your user identification information is able to access your confidential medical information. That person is also able to read your messages and send communications as if he/she were you. No one at Medical Provider will know your password and you are responsible for maintaining the confidentiality of any login information. If at any time you feel that your security has been compromised, it is your responsibility to change your password. You can change your password and other security preferences online on the My Medical Provider website at any time.
  5. As a registered user, you are permitted to give authorized representative access to another adult. If you agree to be an authorized representative or are offered authorized representative access, you must also agree to abide by this Agreement including these Special Terms for Direct to Provider Communication Tools in

the Service. A My Medical Provider user may request authorized representative access for another individual at the patient's Medical Provider clinical office or, if there are additional concerns, by calling My Medical Provider Customer Support. The parent(s) or legal guardian(s) of a child who is younger than 14 years old may have authorized representative access to the minor's My Medical Provider account; such access will only be granted to the extent that the individual given authorized representative access can demonstrate the legal right to the account holder's medical information. Authorized representative access by parents and legal guardians of minors is limited after the minor patient turns 14 years old as minors can consent to limited health care under the law, which remains private to minors, and therefore, authorized representative access for 14–17-year-olds requires approval of the minor. This authorized representative access process is completed at the patient's Medical Provider clinical office or, if there are additional concerns, by calling My Medical Provider Customer Support at. If the authorized representative's legal relationship with the account holder changes, then the authorized representative holder or account holder must notify Medical Provider by calling My Medical Provider Customer Support to request changes. Medical Provider reserves the right to revoke authorized representative access at any time for any reason.

## **2. Special Terms for Your Transfer of Information From the Service**

1. You may download files from My Medical Provider and copy information from the Service. When you do, you are responsible for the security of the downloading of that information in whatever form and location as well as controlling who has access to that information when you store it.
2. Pursuant to 45 CFR 164.524(a)(1),(c)(2)(ii), (c)(3)(ii), you may instruct Medical Provider, as a Covered Entity, to direct your ePHI to a third-party app. Pursuant to guidance from the Department of Health and Human Services, Medical Provider is not responsible for unauthorized access to your ePHI while in transmission to a third-party app at your direction. You, not Medical Provider, are responsible for the security of your health information once you direct Medical Provider to send it. You do so at your own risk. For further resources, see <https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/access-right-health-apps-apis/index.html>

3. **Special Terms for Other Communication Tools.** As a part of the Service, Medical Provider provides Other Communication Tools that are not intended to be used to communicate protected health information (medical information) nor other private nor sensitive information, such as Tools for Workforce Member recognition, Satisfaction Survey Tools, or other public areas of the Service.
  1. You grant to Medical Provider a non-exclusive, worldwide, royalty-free, fully paid, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services) you submit to public areas of the Service (such as chat rooms, news feeds, discussion boards, forums and other communities) via Other Communication Tools. You agree that you shall have no recourse against Medical Provider for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us.
  2. When submitting any information via Other Communication Tools, you should think carefully about your own privacy and not disclose detailed or private information about yourself and your family.
4. **Special Terms for Medical Provider Workforce Members**
  1. As a condition of system access and employment (if applicable) access, Medical Provider WORKFORCE MEMBERS, including employees, volunteers, trainees, students, and contractors, must also comply with all of Medical Provider's POLICIES AND PROCEDURES, including, but not limited to those RELATED TO PRIVACY, DATA SECURITY, INTERNET SOCIAL NETWORKING, AND ACCEPTABLE USE OF INFORMATION SYSTEMS.
  2. Medical Provider may make Tools available to you to access your benefits, for your health and wellbeing, and for other purposes related to your benefits or your employment. By using any of those Tools, you agree to also comply with this Agreement.
5. **Copyright, Licenses.** The entire contents of the Service are copyrighted as a collective work under the United States and other copyright laws. Medical Provider holds the copyright in the collective work. The collective work includes works, which are the property of Medical Provider's Licensors, which are also protected by copyright and other intellectual property laws. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions

of the material from the different areas of the Service solely for your own non-commercial use. Any redistribution, retransmission, translation, or publication of any material (including, but not limited to translations into another language) is strictly prohibited without the express written consent of the copyright owner. You agree not to change or delete any proprietary notices from materials downloaded from the Service. Trademarks and service marks appearing on the Service may be owned by other parties including third parties not affiliated with Medical Provider.

6. **Indemnification.** You agree to indemnify, defend and hold harmless Medical Provider and its corporate affiliates and their respective officers, directors, employees, agents, suppliers, contractors, successors, assigns and Licensors (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Service using your Service account. You shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Tools and Services, any third party claims of infringement or any breach of this Agreement.
7. **Acceptance of Risk of Internet Usage.** YOU EXPRESSLY ACKNOWLEDGE THAT YOU ASSUME ALL RESPONSIBILITY RELATED TO THE SECURITY, PRIVACY, AND CONFIDENTIALITY RISKS INHERENT IN USING THE INTERNET. By its very nature, a website AND THE INTERNET cannot be absolutely protected against intentional or malicious intrusion attempts. Medical Provider does not control the THIRD PARTY SITES NOR THE INTERNET and, therefore, Medical Provider DOES NOT WARRANT ANY SAFEGUARD AGAINST ANY such interceptions or compromises to your information.
8. **Third Party Sites** FURTHERMORE, Medical Provider DOES NOT ENDORSE ANY PRODUCT, SERVICE, VIEWS OR CONTENT DISPLAYED ON THE INTERNET SITE. Even if a link is provided, Medical Provider does not warrant or make any representation about the substance, quality, functionality, accuracy, or any other representation about any third-party site or its contents. The conditions of use and privacy policy of any third-party site may differ substantially from the conditions of use and legal notices that apply to your use of the Service. Medical Provider encourages users to review the third-party's site for more information on what terms and conditions apply to your use of the third-party site.



9. **Third Party Rights.** The provisions of paragraph 5 (Indemnification) are for the benefit of Medical Provider and its officers, directors, employees, agents, suppliers and Licensors. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.
10. **Term; Termination.** This Agreement shall commence upon your accessing the Service and/or completing the registration process. This Agreement may be terminated by Medical Provider without notice at any time for any reason and may be terminated by you upon notice to Medical Provider at any time for any reason. The provisions of the Disclaimer set forth above and of paragraphs 4 (Copyright, Licenses), 5 (Indemnification), 8 (Third Party Rights) and 10 (Miscellaneous) shall survive any termination of this Agreement.
11. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the associated medical provider state. You agree that any legal action or proceeding between Medical Provider and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in the county where Medical Provider has its principal office address. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises. Medical Provider's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Medical Provider may assign its rights and duties under this Agreement to any party at any time without notice to you.
12. **Notice.** Medical Provider may deliver notice to You under this Agreement by means of electronic mail, a general notice on the Service, or by written communication delivered by first class U.S. mail to your address on record in Medical Provider's account information. You may give notice to Medical Provider at any time via electronic mail to Medical Provider or by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address:
13. **MEDICAL PROVIDER LINKING AGREEMENT.** If you link to this Service, you agree to comply with the **Medical Provider Linking Agreement**:
  1. Medical Provider ordinarily does not prohibit links to its website(s), provided that any such link does not improperly connote an endorsement by or affiliation with Medical Provider, or

otherwise adversely impact or negatively describe Medical Provider. By linking to any page on Medical Provider's website(s), you agree to be bound by the terms and conditions as set forth below.

2. Links may be text-based using words, such as "Medical Provider" (the "Licensed Marks").
3. You may not use the Medical Provider logo as a link. By linking, you acknowledge and agree that, other than as set forth herein all rights to the Licensed Marks, other Medical Provider marks, the content appearing on the Medical Provider website(s), and the design of the Medical Provider website(s) belong to Medical Provider.
4. You may not create frames around Medical Provider's web pages or use other techniques that alter in any way the visual presentation or appearance of Medical Provider's website(s).
5. You must not misrepresent your relationship with Medical Provider or present false or misleading impressions about Medical Provider. No links to Medical Provider's website(s) may be used in a manner that implies or suggests that Medical Provider approves or endorses you, your website or your goods and services. You may not use our logo on external websites and on social networking sites such as Instagram, Facebook, Tik Tok, Twitter, or YouTube without Medical Provider's specific prior written authorization.
6. Medical Provider shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend Medical Provider against all claims arising out of or based upon your website.
7. No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.
8. Medical Provider may at any time, in its sole discretion, without cause, terminate the license granted herein to use the Licensed Marks and your right to link to any pages on the Medical Provider website. In such an event upon request, you agree to immediately remove all links to Medical Provider's website and to cease using the Licensed Marks.