



MyEmanuelConnect PATIENT PORTAL SERVICE AGREEMENT

PLEASE READ THE “PATIENT PORTAL TERMS AND CONDITION” AND THE "PATIENT PORTAL SERVICE AGREEMENT" CAREFULLY BEFORE USING THIS WEBSITE OR THE **MyEmanuelConnect** PATIENT PORTAL SERVICE.

Emanuel Medical Center provides the website **MyEmanuelConnect** (the “Site”) and the personal health data viewing and reporting services (collectively, the “Service”) subject to your compliance with the terms and conditions set forth in this agreement (the “Agreement”). This Agreement governs the relationship between the **MyEmanuelConnect** Patient Portal and you, the Site visitor, with respect to your use of the Service.

This website and its Internet-based services offer a secure, private channel for healthcare communications with your physician, personal medical information storage, online health information, patient education and related services, collectively called “**MyEmanuelConnect.**”

It is important that you read carefully and understand the terms and conditions of this Agreement and the **MyEmanuelConnect** Patient Portal privacy policy regarding the collection of information about you. Please note that by visiting the Site and using the Service, you are deemed to have accepted the terms and conditions of this Agreement and the Privacy Policy, and to receive notices of amendments and modifications to this Agreement.

We reserve the right at any time to:

- Change the terms and conditions of this Agreement;
- Change the Site or the Service, including eliminating or discontinuing any feature of the Service or any content on the Site;
- Change any fees or charges for use of the Site and the Service.

Any changes we make will be effective immediately upon notice, which we will provide by means including, without limitation, posting on the Site. Your continued use of the Service after such changes will be deemed acceptance of them. You should return to this page periodically to ensure familiarity with the most current version of this Agreement. Upon our request, you agree to sign a non-electronic version of this Agreement.

1. Use of Services

Terms of use: The System is only available to users that have an existing patient-

healthcare provider relationship with an Emanuel Medical Center physician, another affiliated physician healthcare provider or Emanuel Medical Center. **MyEmanuelConnect** is not to be used for medical emergencies or urgent situations. **IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.**

Your account: You represent and warrant that you are at least 18 and that you possess the legal right and ability to enter into this Service Agreement (Terms of Use), to register on the Service under your own name and to use **MyEmanuelConnect** in accordance with this agreement and abide by the obligations hereunder. You are solely responsible for maintaining the confidentiality of your password and immediately notifying Emanuel Medical Center at myemanuelconnect@emanuelmed.org of any unauthorized use of your password or other security concerns of which you become aware.

Privacy: Emanuel Medical Center respects your privacy and takes privacy very seriously. By accepting this agreement, you consent to the use and disclosure of personally identifiable information provided to us, including the use of “cookies,” as outlined in our privacy policy, which is incorporated herein by reference.

System account: Your **MyEmanuelConnect** account stores your personal health information online, including health condition, allergies and medications. Any information provided to us becomes part of your **MyEmanuelConnect** account. You agree to provide accurate information for your record, to periodically review such information and to update such information as needed. For additional information regarding the use of your **MyEmanuelConnect** account, please see our privacy policy. It is your responsibility to confirm any third-party information in your account. You may authorize another person (such as a family member) to access your account and that access shall be granted upon verification by your site administrator.

Elements of your medical record will be available for you to review and obtain through the **MyEmanuelConnect** portal. Some information, such as lab test results, must be approved for posting in the portal by your physician. Certain lab test results cannot be posted electronically under California law, and you should contact your healthcare provider directly for those results.

2. Code of Conduct

While using the Site and the Service, you agree not to:

- Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of “hacking” or defacing any portion of the Site;
- Post or transmit a message under a false name;
- Use the Site or Service for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us without our

prior written consent;

- Transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or that infringes on our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication, except as otherwise expressly permitted by us;
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or Service;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site or Service;
- "Frame" or "mirror" any part of the Site without our prior written authorization;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents;
- Harvest or collect information about Site visitors or members without their express consent.

While using the Site or the Service, you agree to comply with all applicable laws, rules and regulations.

3. Links

The Site may contain links to other Internet websites that may or may not be owned or operated by **MyEmanuelConnect** Patient Portal. Emanuel Medical Center has not reviewed all of the websites that are linked to the Site and has no control over such sites. Unless otherwise explicitly stated, Emanuel Medical Center is not responsible for the content of such websites, updates or changes to such sites, or the privacy or other practices of such sites. The fact that **MyEmanuelConnect** offers such links does not indicate any approval or endorsement of any material contained on any linked website. **MyEmanuelConnect** is providing these links to you only as a convenience. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any linked website. Further, it is up to you to take precautions to ensure that whatever links you select or software you

download (whether from the Site or other sites) is free of viruses, worms, Trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

4. Access by Minors

Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the website of the Electronic Frontier Foundation (<http://www.eff.org>).

5. Jurisdictional Issues

The Site is solely directed to individuals residing in the United States. We make no representation that Services available on or through the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws to the extent local laws are applicable. We reserve the right to limit the availability of the Site and/or the provision of any Service or other product described thereon to any person, geographic area or jurisdiction, at any time and at our sole discretion, and to limit the quantity of any such Service or other product we provide.

6. Termination

This Agreement shall remain effective until terminated in accordance with its terms. Either party may terminate this Agreement immediately upon notice to the other party. In addition, we reserve the right to immediately terminate this Agreement and/or your access to and use of the Service or any portion of the Site at any time and for any reason, with or without cause. Upon termination of this Agreement by either party, your right to use the Site shall immediately cease.

7. Disclaimers

THE SITE, SERVICE ON THE SITE AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE AND PURSUANT TO APPLICABLE LAW, **MyEmanuelConnect** PATIENT PORTAL AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM THE COURSE OF DEALING, THE COURSE OF PERFORMANCE OR USAGE OF TRADE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. **MyEmanuelConnect** PATIENT

PORTAL AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE SERVICE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF **MyEmanuelConnect** PATIENT PORTAL OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SITE AND ANY SERVICE RENDERED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK.

Although we attempt to ensure the integrity of the Site, we make no guarantee as to the Site's completeness or correctness. In the event that a situation arises in which the Site's completeness or correctness is in question, please contact us with, if possible, a description of the material to be checked, the location (URL) where such material can be found on the Site and sufficient information to enable us to contact you. We will try to address your concerns as soon as it is reasonably practicable.

8. Limitation of Liability

NEITHER **MyEmanuelConnect** PATIENT PORTAL NOR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR THEIR OR OUR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING FROM OR RELATING IN ANY WAY TO THE SITE AND/OR THE SERVICE ACCESSED OR CONTAINED ON THE SITE, ANY LINKED WEBSITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SERVICES OR ANY LINKED WEBSITE IS TO STOP USING THE SITE, SERVICES OR LINKED WEBSITE, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO **MyEmanuelConnect** PATIENT PORTAL FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

9. Indemnification

You agree to indemnify, defend and hold **MyEmanuelConnect** Patient Portal, our affiliates, licensors, suppliers, advertisers and sponsors, our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, including any violation of the Code of Conduct, above; and/or (b) your activities in connection with the Site and/or the Service.

10. Copyrights and Other Rights

The contents on our Site, and the rights thereto, are owned or duly licensed to **MyEmanuelConnect** Patient Portal. Any unauthorized use or copying of the information on our Site is strictly prohibited without the express written permission of **MyEmanuelConnect** Patient Portal.

11. Trademarks

Any and all trademarks and service marks appearing on our Site are registered trademarks owned by, or duly licensed to, **MyEmanuelConnect** Patient Portal or any of its affiliates, as well as its business partners. Any unauthorized use of these trademarks is strictly prohibited without the express written permission of **MyEmanuelConnect** Patient Portal.

12. Questions

The Site is provided by **MyEmanuelConnect** Patient Portal. If you have any questions, comments or complaints regarding this Agreement or the Site, you may contact us at myemanuelconnect@emanuelmed.org

13. Notice for California Users

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, CA 95814, or by telephone at (916)445-1254 or (800) 952-5210.

14. No Waiver

MyEmanuelConnect Patient Portal shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future

occasions.

15. Miscellaneous

This Agreement is governed by and construed in accordance with the laws of the State of California and the United States of America, without regard to its principles of conflicts of law. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us with respect to such subject matter. This Agreement is not assignable, transferable or sublicenseable by you except with **MyEmanuelConnect** Patient Portal's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

Last updated: June __, 2014