

Terms and Conditions for Use

Please read the following information carefully.

This web site (“Site”) is provided by MemorialCare Health System and/or its subsidiaries and affiliated providers (“your health care team”), for use by their patients, subject to compliance with the *Terms and Conditions for Use* outlined in Sections I-IX. Your continued use of this Site indicates the following:

- a. You are authorized by law to access and view the information contained in this Site; and
- b. You agree to be bound by the *Terms and Conditions for Use*.

If you are not authorized and/or do not agree to be bound by the *Terms and Conditions for Use*, promptly exit this Site.

I. Privacy

Your privacy is of the utmost importance to us. Your health care team will use your confidential medical information in order to provide your health care services. Your health care team will, at all times, maintain your confidential medical information in strict confidence and will not disclose any information regarding you to any unaffiliated third party unless you authorize that person to receive your information or the information is permitted to be disclosed by law. Please review your health care team’s Notice of Privacy Practices for a thorough description of how we gather, use and protect your confidential medical information. All messages sent and received within *myChart* that contain medical information are subject to all state and federal laws governing the security and confidentiality of medical records.

II. Features

A. Electronic Messaging

myChart should never be used for urgent matters. The anticipated turnaround time for response to electronic messages is 2 business days. Therefore, for all urgent medical matters, please contact your physician’s office by phone, go to an emergency room, or dial 911.

If your provider is out of the office or unavailable, messages sent via *myChart* may be routed to other authorized providers in order to facilitate a timely response to your request.

B. Secure Communications

All communications between you and your health care team using *myChart* occur over a secure connection. You will receive Internet e-mail messages notifying you that new information is available in your *myChart* account. These e-mail messages, however, will not contain any confidential medical information. All of the confidential medical information available to you in *myChart* is protected and securely maintained by your health care team.

C. Access Code

When you initially enroll in *myChart*, you will be provided with an access code. The access code you receive will give you the opportunity to create a personal login name (called “*myChart* ID”) and a password. Once this access code has been used it will no longer be valid. It is extremely important that you keep your login name and password completely confidential. Anyone with access to your login name and password will be able to access your confidential medical information. That person will also be able to read your messages and send new messages as if they were you. It is your responsibility to prevent disclosure of your login and password, and to change your password if you feel that your security has been compromised. You may change your password at any time.

III. Information Does Not Constitute Medical Advice

MemorialCare Health System and your health care team assumes no responsibility for how you use the information you obtain from this Site. You should consult with a physician or other health care provider regarding your own condition and how this Site content may or may not apply to you.

You may be accessing your own medical information via the *myChart* application and may wish to communicate with one of your health care providers about that or related information. If you have an emergency, or think you need to speak to someone urgently, **DO NOT USE** the email communication options provided to you by *myChart*. Neither *myChart* nor any other application available through this Site is a substitute for appropriate and timely contact with your physician. This Site is not a substitute for consultation with your physician. You should never change or stop any course of treatment prescribed by your physician without first consulting him or her.

IV. Termination of Access

Your health care team may restrict or terminate access to *myChart* at any time. If access is restricted for planned maintenance of the *myChart* system, every effort will be made to communicate downtime to all users in advance. However, there may be reasons to restrict access to *myChart* without advance notice.

If your use of *myChart* violates the *Terms and Conditions for Use*, your health care team reserves the right to permanently terminate access to *myChart*.

V. Restrictions on Use and Ownership

All pages within this Site and any material made available for download are the property of MemorialCare Health System and/or its subsidiaries and affiliate providers. The content on the Site is provided for your health care team and its patients only. The words “MemorialCare Health System and *myChart*,” and their associated corporate logos are the trademarks and service marks of MemorialCare Health System. All other trademarks, service marks, and logos used in this Site, including but not limited to Epic, are the trademarks, service marks, or logos of their respective owners. Nothing on this Site should be construed as granting any license or right to use any trademark, service mark, or logo displayed on this Site without the express permission of MemorialCare Health System or the third party that may own the trademark, service mark, or logo.

VI. Accuracy and Integrity of Information

Although MemorialCare Health System attempts to ensure the integrity of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible that the Site could include typographical errors, inaccuracies or other errors. In the event that any inaccuracy arises, please inform your health care team so that the issue can be addressed. Information contained on the Site may be changed or updated without notice.

Additionally, *myChart* may not be available at all times due to system failures, back-up procedures, maintenance, or other causes beyond the control of MemorialCare Health System. Access is provided on an “as-is, as-available” basis and MemorialCare Health System does not guarantee you will be able to access *myChart* at any particular time.

VII. Links to Other Sites

MemorialCare Health System makes no representations whatsoever about any other web site that you may access through this Site or any entity that may post its advertisements on this Site. When you access a non-MemorialCare Health System site, please be advised that it is independent from MemorialCare Health System, and that MemorialCare Health System has no control over the content on that web site. MemorialCare Health System does not endorse or accept any responsibility for the content or use of any other linked site. If you decide to access any third party sites linked to this Site, you do so entirely at your own risk.

VIII. Proxy Access

A parent or legal guardian of a minor child or individuals age 18 or older may request proxy access to another individual's *myChart* account by completing the Proxy Access Form. Such access will only be granted to parties with parental rights or legal guardianship over the *myChart* account holder. If the proxy's legal relationship with the account holder changes, the Proxy must inform the health care team immediately by phone or by written communication. MemorialCare Health System and/or subsidiaries and affiliated providers reserve the right to revoke proxy access at any time, for any reason.

IX. Release of Information via *myChart*

I authorize my health care team to release my personal health information to me via *myChart*. I understand that state and federal laws prohibit health care providers from releasing certain types of medical information without an additional signed Authorization to Release Information. I understand that access to my health information is for my use only, and that I may contact my health care team for a more detailed explanation of personal health information contained in *myChart* account. I further understand that I may revoke this *Terms and Conditions for Use* at any time by notifying my health care team in writing and that treatment, payment, enrollment or eligibility for benefits is NOT conditioned on my use of *myChart*.