

myMemorialChart Terms of Use & User Agreement

myMemorialChart is an optional online service hosted by Memorial Health System. myMemorialChart helps you, as a patient of Memorial Health System to achieve personalized health care.

myMemorialChart is not intended for urgent communication. If you are in need of urgent medical attention please call your health care provider's office or call 911 in case of emergency.

Purpose of MyMemorialChart

The purpose of myMemorialChart is to provide you with another option to access your medical information. Medical information includes (1) access to selected portions of your medical records, such as basic laboratory results, summary medical history, visit history, and (2) the ability to communicate with your health care provider. Some information accessed through myMemorialChart may assist in providing medical, nursing or other professional services or advice. However, the use of myMemorialChart is not a substitute for traditional medical advice, consultation, diagnosis or treatment.

Terms of Use

By using myMemorialChart, you agree to use it in accordance with this Terms of Use. These Terms of Use may change without notice. Your use of the new or modified Terms of Use means that you accept them. You agree to use myMemorialChart appropriately and as it is intended. myMemorialChart is provided for your convenience and its availability is not an entitlement, right or privilege.

Content of myMemorialChart

You and your healthcare providers control the content of, and are responsible for the information sent to, myMemorialChart. Information supplied in myMemorialChart by you and the health care providers is entered into your medical record and may be used or shared with individuals as described by your hospital's Notice of Privacy Practices, and applicable laws. The information in myMemorialChart may contain sensitive information and you should take precautions to protect the confidentiality of the information.

Through your use of myMemorialChart you agree to the release of information contained in myMemorialChart. Your agreement is valid for 365 days, unless revoked by written notice, provided notice is received prior to release of information contained in myMemorialChart. Information released to myMemorialChart may no longer be protected by federal privacy rules, such as HIPAA.

Prohibited Activities

You may not transmit any information or message that contains unlawful, threatening, fraudulent, libelous, defamatory, obscene or abusive information or language. myMemorialChart may not be used for any illegal or unethical activities. Hacking, attempted access or other forms of inappropriate access or attempted access to unauthorized areas or information on this site will lead to termination of use and potential legal prosecution.

Security of myMemorialChart

Communications between you and your healthcare team using myMemorialChart are carried over a secure, encrypted connection. You agree to keep your password confidential and maintain adequate security on your computer and network. Memorial Health System and all organizations within Memorial Health System do not assume any risk for, nor are they

responsible for, damages that may arise as a result of misuse or sharing of passwords by you, or from the lack of appropriate security associated with your computers, including the browser settings. Entries into myMemorialChart are tracked by computer audit. You may receive e-mail messages to your e-mail account advising you that new information has been added to your myMemorialChart account. Please note that any person with access to your e-mails will be able to see these notifications.

Termination of Service

Your access to myMemorialChart continues from the date of activation until deactivated by Memorial Health System or by you. Memorial Health System reserves the right to terminate or restrict your ability to use all or part of myMemorialChart for misuse, abuse, inactivity or for clinical or operations reasons as determined at the sole discretion of Memorial Health System. If your access is terminated or restricted, then you will be notified via e-mail.

Disclaimer

You understand and agree that the use of myMemorialChart is entirely at your own discretion and that Memorial Health System shall not be liable for any direct, indirect, consequential, special, exemplary, punitive or other monetary damages, fees, fines, penalties or liabilities arising out of or relating to this service. You agree to defend, indemnify and hold Memorial Health System harmless from and against any claims, actions, judgments and settlements, including legal fees that arise from your misuse of myMemorialChart.

By using this service, you understand and acknowledge that the service and any content or information provided on or by the service is provided on an "AS IS" basis. Memorial Health System does not make any warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, nor is Memorial Health System responsible for any action taken by you in reliance upon the information provided through this service. The laws of the State of Ohio govern these Terms of Use.

If any myMemorialChart records are covered by 42 CFR Part 2, then the following applies: This information has been disclosed to you from records protected by Federal Confidentiality Rules. The Federal Rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Federal Rules restrict any use of this information to criminally investigate or prosecute any alcohol or drug abuse client.