

## Your Account PATIENT PORTAL

### TERMS AND CONDITIONS OF USE

The website <https://account.fhgm.com> is provided to you by Adventist Health System Sunbelt Healthcare Corporation or its subsidiaries and/or affiliates ("Adventist Health System"). To assist you in using our Your Account Patient Portal, and to ensure a clear understanding of the relationship arising from your use of our Site and the services we offer through our Site, we have created these Terms and Conditions of Use (the "Terms") which govern your use of our Site. Our Terms apply to individuals who create an account to use our Site ("Site Users").

Adventist Health System may revise and update these Terms at any time. Your continued usage of the Site will mean you accept those changes. The terms "you" and "your" refer to any Site User. The terms "we," "our," "us," and the "Company" refer to Adventist Health System.

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU CREATE AN ACCOUNT TO USE THE SITE. BY CREATING AN ACCOUNT TO USE THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT CREATE AN ACCOUNT.**

#### 1. YOUR AGREEMENT

These Terms and the Privacy Policy on the Adventist Health System home page govern your use of the Your Account Patient Portal. Please read these Terms and the Privacy Policy on the Adventist Health System home page carefully; they impose legal obligations on you and on Adventist Health System, and establish our legal relationship. By creating an account to use the Company's services, you are acknowledging that you have read and understood these Terms and the home page Privacy Policy and agree to be legally bound by them.

#### 2. GRANT OF RIGHTS

a. The Information and content of this Site, such as text, copy, graphics, images and other information, is protected by copyright under both United States and foreign laws. Any use of the Information and the Content (defined in Section 5 below) not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. All rights not expressly granted herein are reserved to Adventist Health System and its licensors.

b. Adventist Health System authorizes you to view, save, print or download a reasonable number of copies of the material on this Site solely for your personal, noncommercial use if you include the following copyright notice: "Copyright (c) 2015, Adventist Health System. All rights reserved" and other copyright and proprietary rights notices that are contained in the Content.

c. If you violate any of these Terms, your permission to use the Information and the Content on this Site immediately terminates and you must immediately destroy any copies you have made of any portion of the Content.

#### 3. ADVENTIST HEALTH SYSTEM OWNERSHIP; RESERVATION OF RIGHTS

All information, software, artwork, text, video, audio, pictures, logos, and other content on the Your Account Patient Portal or embodied in our online services, including all associated intellectual property rights, are the proprietary property of Adventist Health System and its licensors, and are protected by copyright and other intellectual property laws. Adventist Health System retains all rights with respect to the Your Account Patient Portal except those expressly granted to you in Section 2 above.

#### 4. MEDICAL ADVICE DISCLAIMER

**ADVENTIST HEALTH SYSTEM DOES NOT PROVIDE MEDICAL TREATMENT, MEDICAL CARE OR MEDICAL ADVICE THROUGH THIS SITE. NO SERVICE OBTAINED BY USING THIS SITE IS MEANT TO TAKE THE PLACE OF YOUR PHYSICIAN OR HEALTH CARE PROVIDER.**

**YOU MUST SEEK THE OPINION OF A PHYSICIAN FOR TREATMENT OR DIAGNOSES OF ANY MEDICAL PROBLEM, DO NOT RELY ON THIS SITE FOR MEDICAL CARE OR MEDICAL DECISION MAKING. NEVER DELAY IN SEEKING MEDICAL ADVICE OR ATTENTION BECAUSE OF SOMETHING YOU HAVE READ ON THIS SITE.**

**IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY!**

All of the contents of this Site, such as text, graphics, images, information obtained from Adventist Health System's licensors, and other material contained on this Site ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. It is your physician's responsibility to verify the accuracy of all of the information contained on this Site or on any device stored with information from this Site before initiating any treatment or diagnostic tests.

This medical advice disclaimer does not apply to secure messaging and email capabilities with providers through Your Account.

## 5. ELECTRONIC MEDICAL RECORD ACCESS

Adventist Health System is only providing access to part of your electronic medical record through this Site. You may only access "continuity of care" documents which consist of, but are not limited to, your demographics, insurance information, diagnosis and problem list, medications, and allergies. If you want a copy of your complete electronic medical record, you must contact your AHS Hospital's Health Information Management Department.

Once you print, download, or save to file any portion of your electronic medical record from this Site, Adventist Health System is no longer able to protect that information from further uses and/or disclosures and is not liable for any further uses and/or disclosures of your partial electronic medical record.

By printing, downloading, or saving to a file, a copy of your partial electronic medical record from this Site, you understand and agree that you are responsible for all further actions or omissions related to the security and privacy of that information.

## 6. LIABILITY

The use of this Site and the Content is at your own risk. Your limitations of liability and indemnification responsibilities are further described in our Privacy Policy found on our homepage.

## 7. CODE OF CONDUCT

As a condition to your use of the Your Account Patient Portal, you agree to follow our Code of Conduct, set out below. Under this Code of Conduct, you will not:

- a. Use the Your Account Patient Portal in a manner that could disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.
- b. Seek to obtain access to any materials or information through "hacking" or through other means we have not intentionally made available to you through the Your Account Patient Portal.
- c. Submit material that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing.
- d. Transmit materials through the Site that you know or should know contain viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

## 8. REVOCATION OR SUSPENSION OF USE PRIVILEGES

We reserve the right at any time to terminate or suspend your access to some or all of our Your Account Patient Portal if you engage in activities that we conclude, in our discretion, breach our Code of Conduct.

## 9. YOUR COMMUNICATIONS WITH ADVENTIST HEALTH SYSTEM

**a. You agree that you will not send or transmit an email through our Your Account Patient Portal to Adventist Health System that contains any communication or content that infringes or violates any rights of any party. If you communicate any business information, idea, concept or invention to Adventist Health System through our Your Account Patient Portal by email, or if you post content to our Your Account Patient Portal, by electronic mail or otherwise, we will treat the content as non-confidential and nonproprietary to you.**

**b. If you make any communication to a public area of the Your Account Patient Portal or if you submit any business information, idea, concept or invention to Adventist Health System through our Your Account Patient Portal by email, you automatically grant—or warrant that the owner of such content or intellectual property has expressly granted Adventist Health System a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Adventist Health System may sublicense its rights through multiple tiers of sublicenses. Without limiting the foregoing, you also authorize us to use, distribute, modify, and copy the content, without compensation to you and for so long as we deem warranted (collectively, "Use Rights"). Moreover, in posting this content to our Your Account Patient Portal, you warrant that you have sufficient authority and right to possess the information, and provide these Use Rights.**

**c. This Section 9(a) and (b) does not apply to personally identifiable information you submit to create an account to use this Site, nor does it apply to your protected health information, which is governed by our Notice of Patient Privacy Practices that is incorporated in our Privacy Policy on the Adventist Health System home page.**

## 10. PROXY ACCESS

Proxy access allows parents or legal representatives to access the Your Account Patient Portal on behalf of the patient. Depending on the circumstances, proxy access may be granted by the parent, patient or legal representative. Access is granted once a signed paper authorization form has been completed and processed by the patient's primary care site location. Please allow 3-5 business days for access to be given.

a. **Adult Proxy Access.**

The Adult Proxy Access Form must be filled out and legal representative documentation presented in order to gain portal access for patients 18 years of age or older. If the patient is coherent, they must also sign the Adult Proxy Access Form. [DOWNLOAD FORM]

b. **Adolescent Access.**

Under State and Federal law, there are certain types of medical information that the parent or legal representative of the minor patient ages 12-17 years of age may not view without consent of the minor patient. Because of these legal rights, minor patients between the ages of 12-17, who present with these protected health conditions, may terminate their parent(s) or legal representative's access to the minor patient's Your Account Patient Portal account upon request by completing the Proxy Revocation Form. [DOWNLOAD FORM]

Parents and legal representatives must then contact the Health Information Management Department of the minor patient's primary care site location for access to the minor patient's medical record, as permitted by law.

In order to obtain access to the Your Account Patient Portal when these health care conditions exist, the minor patient must complete and sign the Adolescent Access Form. [DOWNLOAD FORM]

c. **Child Proxy Access.**

The Child Proxy Access Form must be filled out and legal representative documentation presented (if applicable) in order to gain portal access for minor patients between the ages of newborn and 17 years of age, unless the minor patient has health care conditions that allow the minor patient to preclude parent or legal representative access to such health care conditions as explained in Section 10(b). [DOWNLOAD FORM]

If you have your own personal Your Account Patient Portal account, the minor patient will be added to it. If you do not have a personal portal account, one will be created for the minor patient and the log in information will be sent to your email. Except as explained in Section 10(b), access to the minor patient's portal will automatically terminate when the minor patient turns 18 years of age. If the minor patient is 18 years of age or older and would like their parent(s) to have access to their portal, they may fill out the Adult Proxy Access Form to give their parent(s) access.

d. **Proxy Revocation.**

Proxy access may be revoked by the patient at any time by filling out the Proxy Revocation Form. [DOWNLOAD FORM]

**11. GENERAL**

a. The following sections or provisions survive the expiration or termination of this Agreement for any reason whatsoever: Sections 3, 4, 6, 9, 11 and 12.

b. Adventist Health System may assign its rights and obligations pursuant to these Terms without prior notice to or consent from you. You, however, may not assign your membership to this subscription service, nor may you assign your rights or obligations pursuant to the terms and conditions of this agreement.

c. The headings in these Terms are for convenience and reference only. The headings contained in these Terms are for convenience and reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of these terms and conditions.

d. You expressly agree that exclusive jurisdiction for any dispute with Adventist Health System, or in any way relating to your use of this Site, resides in the courts of Orange County in the State of Florida and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Orange County in the State Florida in connection with any such dispute including any claim involving Adventist Health System or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms are governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

e. If we modify these Terms, any such modifications will take effect proactively, upon your subsequent access to our Your Account Patient Portal. Please feel free to print out a copy of these Terms for your records.

**12. PRIVACY/YOUR RESPONSIBILITY TO PROTECT YOUR INFORMATION, PASSWORDS AND ANY COMMUNICATIONS WITH ADVENTIST HEALTH SYSTEM**

You agree to take all reasonable steps to ensure that no unauthorized person shall have access to your passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your account and password; and (3) promptly inform Adventist Health System of any need to deactivate a password. Adventist Health System cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using this Site's tools and services.

### **13. COMPLETE AGREEMENT**

Except as expressly provided in a particular "legal notice" on this Site, the general Privacy Policy found on the Adventist Health System home page, these Terms, and any completed forms constitute the entire agreement between you and Adventist Health System with respect to the use of this Site, and its Content.



