

La Rabida Inpatient Portal

TERMS AND CONDITIONS

La Rabida Children's Hospital ("LRCH") offers secure viewing of patient information as a service for patients and patient designees. The information accessible through the LRCH Patient Portal ("Portal") is for purposes of education and information; the Portal is not a substitute for professional medical consultation or for purposes of diagnosis or treatment. You should have received a brochure or other information from LRCH related to this service. If you have not, please request this information by contacting LRCH.

Please read these Terms and Conditions carefully because they apply to your access and use of the Portal and constitute a legally binding agreement between you and LRCH. By creating an account and accessing the Portal, you agree to be bound by these Patient Portal Terms and Conditions and the Conditions of Participation, as set forth herein. Access to the Portal is an optional service, and LRCH reserves the right to modify, suspend, or inactivate authorized users' Portal services at any time for any reason. Failure to follow these Terms and Conditions may result in the termination of your access to the Portal.

THE PORTAL SHOULD NOT BE USED FOR EMERGENCY COMMUNICATIONS OR URGENT REQUESTS. CALL 911, YOUR HEALTH CARE PROVIDER, AND/OR YOUR LOCAL EMERGENCY ASSISTANCE NUMBER IF YOU BELIEVE THAT YOU ARE EXPERIENCING A MEDICAL EMERGENCY OR IF YOU ARE EXPERIENCING HEALTH CHANGES THAT ARE WORRISOME TO YOU.

You agree not to communicate with LRCH using the Portal related to emergency services or urgent attention. Portal communication and information delays can occur because of volume, staff availability, or the complexity of your condition. Although LRCH will attempt to respond within two business days, our responses may take longer.

I. CONDITIONS OF PARTICIPATION FOR USING THE PORTAL

The following procedures and Conditions of Participation relate to your Portal online communications and use:

You are responsible for taking appropriate steps to protect yourself and your Portal information from unauthorized use, including but not limited to securing your log-in information and keeping such information confidential. Any passwords used for the Portal are for individual, authorized user use only.

You are prohibited from engaging in any form of illegal or inappropriate communications using the Portal and are prohibited from compromising security or tampering with LRCH or third-party system resources or accounts. The use or distribution of tools designed for

compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited.

- In order to access the Portal, you may be required to complete, and have approved, an appropriate authorization or proxy access form.
- You are prohibited from using the Portal to communicate (i) emergencies, (ii) urgent issues, and (iii) sensitive information (e.g., HIV, mental health, substance abuse information).
- You agree that not all of your medical records will appear on the Portal. Posting of information is strictly at the discretion of LRCH. LRCH reserves the right to make changes to the Portal, and to information contained within, at any time.
- You are solely responsible for follow-up including, but not limited to, scheduling necessary appointments and determining whether an unanswered online communication was not received by LRCH.

II. HOW THE SECURE PATIENT PORTAL WORKS

The Portal is a secure webpage that uses encryption to keep unauthorized persons from reading communications, information, or attachments. Portal information may only be read by authorized users who know the right password or pass-phrase to log in to the Portal. Because the connection channel between an authorized user's computer and the Portal uses secure sockets layer technology, authorized users can read or view information on the authorized user's computer; however, it is still encrypted in transmission between the Portal and the authorized user's computer.

III. PROTECTING YOUR PRIVATE HEALTH INFORMATION AND RISKS

LRCH is dedicated to protecting your privacy, including the protected health information about you that we generate and maintain. For additional information on how LRCH uses or discloses health information, please see LRCH's Notice of Privacy Practices.

Although the Portal utilizes methods of communication and viewing to minimize the likelihood that an unauthorized party can access or read messages while they are in transmission, keeping messages secure depends on two additional factors:

- The secure message must reach the correct email address; and
- Only an authorized user must have the ability access the message and Portal information.

You agree to take steps to keep your online communications to and from LRCH confidential including, but not limited to, keeping your Portal log-in information confidential.

IV. DISCLAIMER

LRCH WILL ATTEMPT TO PROVIDE THE PORTAL WITHOUT INTERRUPTION, BUT ACCESS IS PROVIDED ON AN “AS IS AVAILABLE” BASIS. LRCH DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE PORTAL AT ANY TIME OF YOUR CHOOSING. LRCH CANNOT GUARANTEE THAT THE PORTAL WILL BE ERROR-FREE. SHOULD YOU HAVE CAUSE TO BELIEVE THAT YOUR INFORMATION ON THE PORTAL IS NOT ACCURATE, IT IS YOUR RESPONSIBILITY TO NOTIFY LRCH OF SUCH CONCERN. YOUR RELIANCE UPON THE PORTAL INFORMATION IS SOLELY AT YOUR OWN RISK. IF YOU DISCOVER AN ERROR WITH THE PORTAL, PLEASE IMMEDIATELY CONTACT LRCH.

YOU AGREE THAT LRCH TAKES NO RESPONSIBILITY FOR AND DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ANY INACCURACIES OR DEFECTS IN THE PORTAL INFORMATION, COMMUNICATION LINES, INTERNET, YOUR INTERNET SERVICE PROVIDER, COMPUTER HARDWARE OR SOFTWARE, AND ANY OTHER SERVICE OR DEVICE USED TO ACCESS THE PORTAL.

V. PATIENT ACKNOWLEDGEMENT AND AGREEMENT

You agree that you have read and fully understand these Terms and Conditions. You agree to the limitations and risks associated with online communications with LRCH and knowingly consent to these Terms and Conditions. In addition, you agree to follow the instructions set forth herein as well as any other instructions that LRCH may impose to communicate with patients and patient designees via online communications.

You understand that the Portal may not include all of the information from your permanent medical record. For a complete copy of your medical records, please contact LRCH at:

**La Rabida Children’s Hospital
Attn: Medical Records Department
6501 S. Promontory Drive
Chicago, IL60649
773-753-8674**

VI. COPYRIGHT AND TRADEMARKS

The Portal and all Portal content including, but not limited to text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks, and data, in any form including the compilation thereof (“Content”), are owned by LRCH and/or third parties and is protected by U.S. and international copyright law and conventions. The Content may not be sold, reproduced, duplicated, distributed, or used in any commercial manner without prior written permission of LRCH, with the exception that you may view and print Content related to your use of your Portal information, subject to these Terms and Conditions and applicable copyright and trademark laws.

VII. LINKS TO THIRD-PARTY PORTALS

This Portal may contain links to websites operated by other parties. The links are provided for your convenience only. LRCH does not control such websites, and we are not responsible for the content and performance of these sites. The inclusion of links to other websites does not imply any endorsement of the material on the websites or any association with their operators. LRCH does not operate, control, or endorse any information, products, or services provided by third parties through the Portal. Use of other sites is strictly at your own risk including, but not limited to, any risks associated with destructive computer viruses. You are solely responsible for viewing and abiding by the terms and/or conditions of use and the privacy statements of the other websites.

VIII. LIMITATION OF LIABILITY

You agree not to hold LRCH or any of its physicians or staff liable for any direct, indirect, incidental, or other damages or losses resulting from network or security infractions related to the Portal, including but not limited to interruption, suspension, termination of the Portal; the use or inability to use the Portal; links provided in connection with the Portal; or any matter otherwise related to your use of the Portal.

IX. INDEMNIFICATION

You agree to indemnify and hold harmless LRCH and its officers, directors, employees, agents, affiliates, third-party information providers, licensors, contractors, and others involved in the Portal or in the delivery of services or information through the Portal (collectively, "Indemnified Parties"), from any breach of these Terms and Conditions by you. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your unauthorized use of the information accessed from or through the Portal.

X. MISCELLANEOUS

If any part of these Terms and Conditions is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms and Conditions shall remain in full force and effect.

LRCH's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and LRCH, nor any trade practices, shall be deemed to modify these Terms and Conditions.

LRCH may revise these Terms and Conditions at any time by updating this posting. Such revised Terms and Conditions will apply to the use of the Portal upon posting.

By selecting “Accept” at the bottom of this page, you will demonstrate that you have been informed of the risks related to use of the Portal and that you agree to these Terms and Conditions. By indicating your agreement, you agree to be bound by these Terms and Conditions and certify that you have the legal authority to accept these Terms and Conditions.

ACTIVE/ 76069282.1

ACTIVE/ 76069282.4