

Terms and Conditions

Hunterdon Medical Center Patient Portal Terms and Conditions of Use

You must scroll down, read and accept these terms and conditions in order to use the Patient Portal.

What is the Hunterdon Medical Center Patient Portal?

The Hunterdon Medical Center Patient Portal (hereafter referred to as 'Patient Portal') offers patients personalized and on-line access to portions of their medical records. It enables them to securely use the Internet to help manage and receive information about their health.

These Patient Portal Terms and Conditions constitute a binding agreement between the user (patient) and Hunterdon Medical Center; its affiliates; and the physicians, employees, managers, officers, directors, agents, and representatives of Hunterdon Medical Center or any of its affiliates (all of the foregoing, collectively, the 'Practice Entities'). By agreeing to these Terms and Conditions, you acknowledge that you are at least 18 years of age, or legally emancipated, and that you are requesting access to Patient Portal. You acknowledge that Patient Portal is offered as a courtesy to Hunterdon Medical Center patients and agree that Hunterdon Medical Center may limit or discontinue your use of Patient Portal at any time for any reason.

Minimum Requirements and Security

This website uses encryption software. In order to use Patient Portal, you must have:

A personal computer equipped with an Internet browser that has 128-bit encryption enabled and is configured to accept cookies. (e.g., Internet Explorer 9, Safari, Chrome, or Firefox).

Internet access, a valid email account, software to receive and read email messages, and spam filters set to accept email from our domain; and

Adobe Reader installed

While Hunterdon Medical Center uses state-of-the-art security, no system can completely safeguard against the risk of intentional intrusion or inadvertent disclosure of information. In addition, when using Patient Portal, information may be transmitted over media that are beyond the control of the Practice Entities and their contractors and subcontractors and that may not be secure. For example, you may receive email, text, or telephone communications in connection with your use of Patient Portal, all of which are inherently unsecure and subject to disclosure to or access by third parties (e.g., if your phone or PDA is used by someone else, you do not keep your phone or email information up to date on Patient Portal and communications are misdirected, or the network or systems of a telecommunications provider are hacked). Furthermore, electronic services such as those provided by the Practice Entities, their contractors and subcontractors, and any telecommunications providers involved in the transmission of data are all inherently subject to failure and none of the foregoing can guarantee that their services will be provided without error or interruption or at all times that you may wish to use

those services. You hereby expressly assume the risk of any unauthorized disclosure or intentional intrusion, or of any delay, failure, interruption, or corruption of data or other information transmitted in connection with the use of any service related to Patient Portal. Once information is received by us, your medical information will be treated as confidential and given the same protection that all other Hunterdon Medical Center medical records are given.

Security, Confidentiality, and Usage Guidelines for Patient Portal

Patient Portal is designed as a secure Internet-based environment through which you may receive confidential medical information about yourself. When you initially enroll to use Patient Portal, you will need to use confidential information about yourself to log in, and you may be contacted via a method (typically email) that you have already supplied to us during the login process. You will be asked to set your own confidential password. It is extremely important that you keep your password in a secure location and completely confidential. Please **DO NOT SHARE** your password with anyone. Anyone with access to your password will be able to view your medical information and communicate with your health care team as if that person were you. It is your responsibility to prevent disclosure of your password and to change your password if you feel that your security has been compromised. You can change your password in Patient Portal at any time by clicking on the Reset Password link under My Profile.

Verification of Identity. You may request a Patient Portal account for yourself. You may not request or access a Patient Portal account for anyone else. By accepting these Terms and Conditions, you certify that you are: 1) or have been a patient at Hunterdon Medical Center and 2) authorized to open or access the account you are requesting and that all information you have provided to Hunterdon Medical Center is true and correct to the best of your knowledge.

Once you have activated your Patient Portal account, the Patient Portal Inbox will become the primary vehicle to receive important messages from your participating provider(s) and other personal medical information. You **MUST** provide us with your email address when activating your Patient Portal account and keep your email address current via the My Account link, to ensure that you receive notification of newly released information in a timely manner. You may continue to receive communications via the United States Postal Service or other means from Hunterdon Medical Center.

FOR ALL MEDICAL EMERGENCIES, IMMEDIATELY CALL 911

YOU MUST NOT SEND ANY MESSAGES REQUIRING URGENT ATTENTION USING PATIENT PORTAL. Doing so may create a delay in your receiving necessary medical treatment and could result in loss of life, permanent injury, or significant deterioration in your health. If you believe that you have an urgent medical matter, you should call 911 immediately or proceed to the nearest emergency room. If the matter is not urgent but you need a response in less than two business days, please contact your Hunterdon Medical Center directly by telephone during regular business hours.

How Hunterdon Medical Center Protects Your Personal Health Information

Notice of Privacy Practices

Hunterdon Medical Center considers the privacy of your health information to be one of the most important elements in our relationship with you and one Hunterdon Medical Center takes very seriously. By accessing or using Patient Portal, you acknowledge that you have received and read a copy of the Hunterdon Medical Center Notice of Privacy Practices, which can be found in paper copy at Hunterdon Medical Center office locations or through the link on Patient Portal website.

Patient Portal Privacy Statement. Hunterdon Medical Center is committed to protecting the privacy of the information you send and receive through Patient Portal, and will only collect and use such information as permitted under the Patient Portal Privacy Statement, which can be found online within Patient Portal. By using Patient Portal, you also consent to all of the terms and conditions described in the Privacy Statement.

All communications between you and your Hunterdon Medical Center care team using Patient Portal are carried over a secure, encrypted connection directly into the Hunterdon Medical Center electronic medical record. While you may receive e-mail messages notifying you of new messages in your Patient Portal Inbox, these e-mails will not contain any personal health information. It is your responsibility to login to your Patient Portal account and read the messages promptly.

Patient Responsibilities

Patient Portal is a communication service offered as a convenience to Hunterdon Medical Center patients. By accessing or using Patient Portal, you agree to be bound by all the terms and conditions of this Agreement, including, but not limited to, Hunterdon Medical Center Privacy Statement as posted. Hunterdon Medical Center reserves the right to change the terms, conditions, and notices under which Patient Portal is offered. By accessing or using Patient Portal, you further agree that any and all such modifications are effective and binding upon you immediately upon posting of the modified version. Hunterdon Medical Center **reserves the right in the future to charge a fee for the use of Patient Portal.** You will be notified in advance of any such change and asked to re-apply if you agree to the fee and wish to continue with the Patient Portal service.

You understand that Patient Portal provides you with online access to some clinical information about you. You are solely responsible for any sharing of Patient Portal content that you intentionally or unintentionally communicate to others. It is extremely important that you keep your Patient Portal password in a secure location and completely confidential. Anyone with access to your Patient Portal password will be able to view your personal medical information and communicate with your health care team as if that person were you. It is your responsibility to prevent disclosure of your password and change your password. You can change your password at any time under the Forgot password link on the Login screen.

Patient Portal Messaging

By using Patient Portal, you acknowledge and agree that this messaging service is intended to facilitate dialogue regarding personal health matters. You agree not to use Patient Portal to post or send or post any illicit or offensive material.

You understand that messages will be routed to the appropriate department as necessary for handling, and therefore Hunterdon Medical Center employees other than your physician, nurse practitioner, or physician assistant may be involved in addressing your request. If your physician is out of the office or unavailable to respond, messages sent via Patient Portal may be routed to other authorized healthcare providers within Hunterdon Medical Center to facilitate a timely response to your request. Therefore, use of Patient Portal may not be appropriate if there is sensitive information that you want to discuss directly with your healthcare provider.

You understand that your Hunterdon Medical Center care team may send you messages, test results, and other communications via Patient Portal as authorized in the sole discretion of your physician. These messages may contain information important to your health and medical care. It is your responsibility to monitor these messages. By entering your valid and functional e-mail address at registration, you have enabled Hunterdon Medical Center to notify you of messages sent to your Patient Portal Inbox. You further agree that none of the Practice Entities will be liable for any loss, injury, illness, damages, or claims of any kind resulting from your failure to timely read messages you may receive through Patient Portal.

Discontinuing Use of Patient Portal

You may discontinue your use of Patient Portal at any time by sending a secure message to your primary care provider's office requesting this change or contacting the Patient Portal support line.

Hunterdon Medical Center reserves the right, in its sole discretion, to limit or discontinue your use of Patient Portal at any time and for any reason, including, but not limited to, your use of Patient Portal on behalf of another person.

Your Patient Portal service may be discontinued if you no longer have a primary care provider who participates in Patient Portal at Hunterdon Medical Center.

You will be notified if your Patient Portal service is discontinued.

Your Clinical Information

As we provide your health care, we are required to maintain documentation of your medical history, current conditions, treatment plan, and all treatments given, including the results of all tests, procedures, and therapies. Patient Portal is an Internet application that enables a patient to have secure web-based access to personal clinical information, as released by the treating physician, and allows secure electronic messaging with participating Hunterdon Medical Center physicians. By using Patient Portal, you understand that not all of your Hunterdon Medical Center medical record will be accessible

through your Patient Portal account. Posting of information to your Patient Portal account is at the sole discretion of your individual physician(s).

Messages you send or receive via Patient Portal may become part of your permanent medical record at the sole discretion of your physician. If such messages are made part of your permanent medical record, they will be accessible to current and future Hunterdon Medical Center staff members who are involved with your care.

All Hunterdon Medical Center-generated electronic medical records are subject to state and federal regulations governing the security and confidentiality of medical records.

Copyright and Trademarks

All content included in Patient Portal and on all Hunterdon Medical Center websites, including, but not limited to, text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks, and data (Content), in any form, are protected by U.S. and international copyright and trademark law and conventions. The Content includes both Content owned or controlled by one or more of the Practice Entities, as well as Content owned or controlled by third parties and licensed to one or more of the Practice Entities, and no right, title, or interest is granted to you in or to any Content other than the right to use such content in connection with your use of Patient Portal. Reproduction of any Content, in whole or in part, by any means, is prohibited without the express written consent of Hunterdon Medical Center.

Licenses and Site Access

Hunterdon Medical Center hereby grants you a non-assignable, non-sub-licensable, terminable, limited license to make personal use of its website, Patient Portal, and the associated services in accordance with these terms and conditions. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale, or other commercial use of the website, Patient Portal, or any of the associated services; making any derivative of the website, Patient Portal, or any of the associated services; and the collection and use of user email addresses or other user information (including, without limitation, health information or any data extraction or data mining whatsoever).

Failure to comply with any of the Terms and Conditions contained herein may result in revocation of your license and cancellation of your Patient Portal account, including the right to access information through Patient Portal. Hunterdon Medical Center reserves the right to report violations of law to appropriate law enforcement agencies and to pursue all other rights and remedies available to it under civil or criminal law.

Links to Third-Party Websites

This website and Patient Portal contain links to websites operated by other parties. The Practice Entities do not sponsor, operate, control, or endorse any of these sites, nor the information, products, or services provided by third parties through the Internet, nor do the Practice Entities make any guarantee, warranty, or representation regarding the accuracy of the information contained on the websites. The

Practice Entities have no control over the security or privacy practices of these external websites. Use of other sites is strictly at your own risk including, but not limited to, any risks associated with destructive viruses. You are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the other websites.

No Warranties

This site and all other sites hosted by any of the Practice Entities and the content contained herein and therein are provided by the Practice Entities on an 'As Is' basis. Hunterdon Medical Center MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF ITS SITES, OR THE CONTENT, PRODUCTS, OR SERVICES INCLUDED THEREIN. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PRACTICE ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND INFRINGEMENT.

Limitation of Liability

Some of the material on Hunterdon Medical Center website and in Patient Portal is provided by third parties, and the Hunterdon Medical Center shall not be held responsible for any such third-party material. The Practice Entities disclaim any responsibility for, or liability related to, such third-party material. Any questions, complaints, or claims related to any product should be directed to the appropriate third party.

Neither Hunterdon Medical Center nor any of their contractors or subcontractors shall be liable for any loss, injury, illness, damages, or claims of any kind resulting from your failure to timely read messages you may receive through Patient Portal.

General

By using Hunterdon Medical Center website (including, but not limited to, Patient Portal), you agree that the laws of the State of New Jersey, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute that might arise between you and Hunterdon Medical Center. You expressly agree that exclusive jurisdiction for any dispute with any of the Practice Entities resides in the courts of Hunterdon County, New Jersey, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Hunterdon County, New Jersey, in connection with any claim involving Hunterdon Medical Center. Use of the Hunterdon Medical Center website is unauthorized in any jurisdiction that does not give effect to the terms and conditions set forth herein.