

PATIENT PORTAL TERMS OF USE / ONLINE PRIVACY

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WELCOME

Welcome to our Patient Portal website (the “Site”). Your compliance with these Terms of Use / Online Privacy (“Terms of Use”) is a condition to your use of the Site. If you do not agree to be bound by the Terms of Use, promptly exit this Site.

If you have any questions regarding this portal website, your account or any other question, please review the Patient Portal FAQs; the link is at the bottom of this webpage. Should you still have additional questions, please contact the health care provider through whom you obtained your portal enrollment materials or contact our Patient Portal support line listed on the website. The content of the Patient Portal, including without limitation, the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through the Patient Portal (“Content”) may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by the Patient Portal.

MEDICAL ADVICE DISCLAIMER

THE CONTENT OF THE PATIENT PORTAL, INCLUDING WITHOUT LIMITATION, TEXT, COPY, AUDIO, VIDEO, PHOTOGRAPHS, ILLUSTRATIONS, GRAPHICS AND OTHER VISUALS, IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR RECOMMENDATIONS OF ANY KIND. YOU SHOULD ALWAYS SEEK THE ADVICE OF QUALIFIED HEALTH CARE PROFESSIONALS WITH ANY QUESTIONS OR CONCERNS YOU MAY HAVE REGARDING YOUR INDIVIDUAL INFORMATION, NEEDS AND ANY MEDICAL CONDITIONS. RELIANCE ON ANY INFORMATION APPEARING ON PATIENT PORTAL, WHETHER PROVIDED BY YOUR HEALTH CARE PROVIDERS, PATIENT PORTAL CONTENT PROVIDERS, EMPLOYEES OR MEDICAL STAFF, VISITORS TO THE PATIENT PORTAL OR OTHERS, IS SOLELY AT YOUR OWN RISK. NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON PATIENT PORTAL.

YOUR PERSONAL INFORMATION, USERID & PASSWORD

Your privacy is important to us. You will need to create and use a personal UserID and password to access and use the Patient Portal. The Patient Portal will store your personal information from multiple data sources (including, for example, certain medical record and medical expense information from visits to healthcare providers).

Your Account and Access to Patient Portal Online

You are responsible for maintaining the confidentiality of your UserID and password and for restricting access to your computer. **You agree not to share or disclose your UserID or password to any third party.** You agree that you are fully responsible for all activity occurring in your account or by any use of your UserID or

password. The online Patient Portal reserves the right to refuse access, service, terminate accounts, remove or edit Content in its discretion. You understand that you are financially responsible for all uses of the online Patient Portal by you and those inappropriately using your UserID and password information. You acknowledge that your access to the Patient Portal may be revoked at any time with or without cause.

MINORS

Applicable state laws restrict access to health information included in the Content of the online Patient Portal by minors. Accordingly, by creating an account on the Patient Portal, you represent that you are of sufficient legal age to use the Patient Portal and to create binding legal obligations for any liability you may incur as a result of the use of the Patient Portal.

PERMITTED USE OF THE PATIENT PORTAL

The Patient Portal grants you access to make personal use of the Portal and not to download (other than page caching) or modify Patient Portal, or any portion of it, except with tools provided by the Patient Portal or with the express written consent of the Patient Portal. You are not permitted to sell access to the Patient Portal or any of its contents. You are not permitted to make or establish a derivative use of the Patient Portal or its contents; or download or copy any information for the benefit of another party - except as may otherwise be allowed under the Patient Portal (e.g. parent/guardian/minor relationship). Use of data mining, robots, or similar data gathering and extraction tools is prohibited. The Patient Portal or any portion of it may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose.

PROHIBITED ACTS

You are prohibited from violating or attempting to violate the security of the Patient Portal, including, without limitation, (a) accessing data not intended for you as user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Patient Portal or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law. Violations of system or network security may result in civil or criminal liability. The Patient Portal will investigate occurrences that may involve such violations and cooperate with law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Patient Portal or any activity being conducted on the Patient Portal.

You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Patient Portal or third-party providers without express written consent. You may not use any meta tags or any other "hidden text" utilizing the Patient Portal's name or trademarks without the express written consent of the Patient Portal. Any unauthorized use terminates the permission or license granted by Patient Portal. You may not use any the Patient Portal logo or other proprietary graphic or trademark as part of a link or otherwise without express written permission.

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copyright notices appearing in the original sources, all of which are incorporated by reference. As noted above, the content of the Patient Portal may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by the Patient Portal. If you have questions about the Patient Portal or any materials or would like more information or to request written consent, please contact the Patient Portal support line listed on the website.

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ACCURACY AND INTEGRITY OF INFORMATION

Although the Patient Portal attempts to ensure the integrity and accurateness of the Patient Portal, it makes no representations, warranties or guarantees as to the correctness or accuracy of the Patient Portal and Content. It is possible that the Patient Portal could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Patient Portal by third parties. In the event that an inaccuracy arises, please inform the Patient Portal so that it can be corrected. Information contained on the Patient Portal may be changed or updated without notice. Additionally, the Patient Portal shall have no responsibility or liability for information or content posted to the Patient Portal from any health care provider or third party that is not a part of Trinity Health (third party).

GENERAL WARRANTY DISCLAIMER

TRINITY HEALTH AND ITS HEALTH CARE PROVIDERS DO NOT WARRANT THAT ACCESS TO OR USE OF PATIENT PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PATIENT PORTAL WILL BE CORRECTED. THE PATIENT PORTAL, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. TRINITY HEALTH AND ITS HEALTH CARE PROVIDERS SPECIFICALLY DISCLAIM ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OBTAINED THROUGH PATIENT PORTAL. PATIENT PORTAL DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH PATIENT PORTAL.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE PATIENT PORTAL, SITE-RELATED SERVICES, AND LINKED WEBSITES. THE PATIENT PORTAL DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, MALWARE, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY. YOU AGREE THAT THE PATIENT PORTAL SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM ANY USE OF THE PATIENT PORTAL. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE PATIENT PORTAL AND OF THE INTERNET.

LIMITATION OF LIABILITY REGARDING USE OF THE PATIENT PORTAL

TRINITY HEALTH AND ANY THIRD PARTIES ON THE PATIENT PORTAL ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE PATIENT PORTAL, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE PATIENT PORTAL, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PATIENT PORTAL, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE PATIENT PORTAL AND/OR THOSE SERVICES.

You agree to defend, indemnify and hold the Patient Portal harmless from and against all third-party claims, damages and expenses (including reasonable attorneys fees) against or incurred by the Patient Portal arising out of your use or access of Patient Portal, or access by anyone accessing the Patient Portal using your UserID and password. If you have any basis for recovering damages from the Patient Portal, Trinity Health or their affiliates or third parties, you agree by your use of the Patient Portal that you can only recover damages up to fifty dollars (\$50). NOTE: Some or all of these limitations or exclusions may not apply to you if your state, province, or country does not allow the exclusion or limitation of incidental, consequential, or other damages.

THIRD PARTIES AND EXTERNAL WEBSITES

Content. Third party health care providers, payers, publishers and distributors may own or make available parts of the Content found on the Patient Portal. The Patient Portal is not responsible for their content or the privacy practices of the third parties. We recommend that you review the privacy and security policies of such third parties prior to use of their content. Any questions, complaints, or claims related to any such information, services or products should be directed to the appropriate third party.

Links and Third Party Websites. The Patient Portal makes no representations whatsoever about any other website that you may access through the Patient Portal. When you access a non-Patient Portal site, please be advised that it is independent and separate from the Patient Portal, and that the Patient Portal has no control over the content on that website. In addition, a link to a non-Patient Portal website does not mean that the Patient Portal endorses or accepts any responsibility for the content, or the use, of the linked site. The Patient Portal will not be responsible for the information contained in any third-party website or for your use of or inability to use such website. Access to any third-party website is at your own risk, and you acknowledge and understand that a linked third-party website may contain terms and privacy policies that are different from the Patient Portal's.

RELEASE

Because we are not involved in the rendering of medical advice, in the event that you have a dispute with any individual and/or entity that arises out of your use of the Patient Portal, you release the Patient Portal (and our officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

ONLINE TRANSACTIONS – PAYMENT OF BILLS

Patients are able to pay their hospital bills and charges online. Our financial services provider manages and operates the online bill payment feature, including the processing of credit card, debit card and e-check bank accounting withdrawals. Please consult the website of our service providers for their terms of use and privacy practices. There is a link on the Patient Portal to the website of the financial services provider.

If a credit card account is being used for a transaction, the Patient Portal may obtain preapproval for an amount up to the amount of the payment. You represent and warrant that if you are making online payments that (i) any credit card, debit card and bank account information you supply is true, correct and complete, (ii) charges incurred by you will be honored by your credit/debit card company or bank, (iii) you will pay the charges incurred by you in the amounts posted, including any applicable taxes, and (iv) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant card and card information.

DISCONTINUING USE OF THE PATIENT PORTAL

You may discontinue your use of the Patient Portal at any time by contacting the Patient Portal support line listed on the website.

ONLINE PRIVACY

USE OF YOUR PERSONAL INFORMATION

For information about how your health care providers collect, use and share your health and medical information, please refer to the health care provider's Notice of Privacy Practices. This section describes how information collected via the Patient Portal online is used, shared and stored. The Patient Portal provides the portal to you as a Business Associate (under HIPAA) to your health care providers. As a Business Associate, the Patient Portal follows the rules that apply to Business Associates under HIPAA and the HITECH Act, as well as any other privacy and security obligations applicable to your personal information and obligations agreed to between the Patient Portal and your healthcare provider.

INFORMATION ON THE PATIENT PORTAL

Information is obtained by the Patient Portal in a variety of ways, including, for example, when you contact the Patient Portal, fill out feedback forms, schedule visits, pay your healthcare bills online or purchase services/products online. You may be asked to provide personal information such as, name, address, telephone number, email address, credit or debit card information, bank account information, etc. to use the Patient Portal for various transactions.

CHILDREN UNDER AGE 18

Children under the age of 18 are not permitted to use the Patient Portal and should not attempt to register or provide any personal information to the Patient Portal.

If the Patient Portal determines that it has collected personal information from a child under the age of 18, the Patient Portal will promptly delete that information. If you believe the Patient Portal has collected information

provided by a child under the age of 18, please contact us at the Patient Portal support line listed on the website.

STATISTICS

The Patient Portal may automatically gather general statistical information about use of the Patient Portal and users, such as IP addresses, browsers, pages viewed, number of visitors, browser type, computer or device type, the website from where you navigated to the Patient Portal, and the pages on the Patient Portal that you view, goods and services purchased/used, etc., but in doing so the Patient Portal does not reference you by individual name, e-mail address, home address, or telephone number. We use this data in the aggregate to determine how much our patients use parts of the Patient Portal so we can improve the Patient Portal. We may provide this statistical information to third parties, but if and when we would do so we will not provide any personally identifying information without your prior permission. We do not sell or rent or share personally identifying information collected during your use of our Patient Portal other than in connection with our conduct of the business of the Patient Portal and health care without your permission. We collect and store your profile in order for you to manage your health care and use of the Patient Portal.

COOKIES

When you visit the Patient Portal we send one or more “cookies” to your computer or other device. A cookie is a small file containing a string of characters that is sent to your computer when you visit a website. When you visit the Patient Portal again, the cookie allows the website to recognize your browser. Cookies may store unique identifiers, user preferences and other information. Generally, we use cookies to: (i) remind us who you are and enable us to access your account information so you do not have to reenter it; (ii) gather statistical information about usage by registered or unregistered users and (iii) research visiting patterns. In addition, we may use cookies to: (i) help target advertisements based on user interests; (ii) assist our affiliates to track visits and process payments and inquiries; and (iii) track progress and participation in the Patient Portal activities. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some website features or services may not function properly without cookies.

YOUR PERSONAL INFORMATION

You can access and update certain information we have relating to your online account by using the features in the Patient Portal. We use your personal information to process credit card / debit card transactions, and to provide information to health care providers, payers and other third parties that help us provide portal content to you. For example, we may use third parties to help host and maintain the Patient Portal, and to process payments.

SHARING YOUR PERSONAL INFORMATION

We also will share personal information with third party companies, organizations or individuals outside of the Patient Portal if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

- Comply with applicable law, regulation, subpoena, legal process or enforceable governmental request.
- Enforce applicable Terms of Use, including investigation of potential violations.
- Detect, prevent, or otherwise address fraud, security or technical issues.
- Protect against harm to the rights, property or safety of the Patient Portal, our users, patients or the public as required or permitted by law.

TRANSFER IN THE EVENT OF SALE OR CHANGE OF CONTROL

If the ownership of all or substantially all of our business changes or we otherwise transfer assets relating to our business or the Patient Portal to a third party, such as by merger, acquisition, bankruptcy proceeding or otherwise, we may choose to transfer or sell your personal information. In such a case, unless permitted otherwise by applicable law, your information would remain subject to the promises made in this privacy statement unless you agree differently.

SECURITY OF YOUR INFORMATION

When personal information is transmitted from your personal computer and/or mobile devices to the Patient Portal, it is protected in transit through the use of encryption, such as the Secure Socket Layer (SSL) protocol. In order to help secure your personal information, access to your personal information on the Patient Portal is password-protected.

Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read over the internet. However, since wireless networks, personal computers and the Internet are not a 100 percent secure environment, we cannot guarantee, ensure, or warrant the security of any information you transmit to us or provide to the Patient Portal or to health care providers and which is viewable via the Patient Portal. As a result, while we try to protect your personal information, you access and use the Patient Portal at your own risk. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical or administrative safeguards.

It is your responsibility to protect the security of your personal computer, UserID and password. As a user of the Patient Portal you hereby agree that you (and not the Patient Portal or the health care providers) are solely liable for viruses, worms, Trojan horses, malware, bots, and other electronic mechanisms designed to destroy or impair the functioning of computer systems and residing on your personal computer and/or mobile device. Our personnel will never ask you for your password in an unsolicited phone call or in an unsolicited email. Remember to sign out of your account and close your browser window when you have finished your session. This action will help ensure that others cannot access your personal information and account information if you share a computer with someone else or are using a computer in a public place where others may have access to it.

CHANGES TO TERMS OF USE / ONLINE PRIVACY

The Patient Portal reserves the right, in its sole discretion, at any time, to modify, alter, or update the terms and conditions of these Terms of Use / Online Privacy with or without notice. Modifications shall become effective immediately upon being posted on the Patient Portal. You should, therefore, periodically visit this page to

review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within the Patient Portal. Your continued use of the Patient Portal after modifications are posted constitutes an acknowledgement and acceptance of the Terms of Use and modifications.

In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between the Patient Portal and you pertaining to the subject matter hereof. In the event of any dispute or claim relating to Patient Portal or these Terms of Use, you agree to resolution of such dispute in the state or federal courts located in Michigan, in accordance with Michigan law.

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