

MyChart Terms and Conditions of Use

FOR ALL MEDICAL EMERGENCIES, IMMEDIATELY DIAL 911. DO NOT USE THIS CONVENIENCE TOOL TO COMMUNICATE MEDICAL EMERGENCIES.

"You or "Your" means the patient whose record is maintained in MyChart. The use of the words "we", "our," "us" and "Virtua" means Virtua Health, Inc., a 501 (c) (3) non-profit corporation located in Marlton, New Jersey, and its affiliates. The use of the word "PROXY" means a representative, authorized by you and/or authorized by applicable law, who may access portions of your medical record through MyChart.

Virtua has partnered with a company called Epic Systems Corporation to create a web-based Personal Health Record ("PHR") called MyChart, which is designed as a secure Internet-based environment through which you may receive certain confidential medical information about you that is released at the discretion of your physician. MyChart will provide a convenient way for you to collect, manage or share your personal health information online.

As part of an Epic Community Connect Program, Virtua may partner with certain community health care providers to allow those providers to use Virtua's electronic medical records (EMR) system to document their own patient information and offer MyChart to you. The MyChart offered through the Community Connect Program will display the name of the Community Connect partner associated with it.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES WITH VIRTUA HEALTH, INC., AND ITS AFFILIATES ("VIRTUA"), AND IF APPLICABLE, YOUR COMMUNITY CONNECT PROVIDER, AND FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND VIRTUA AND YOUR COMMUNITY CONNECT PROVIDER, REGARDING YOUR USE OF MYCHART.

To use MyChart, you must accept these Terms of Use by clicking "I accept" below. If you do not accept the Terms of Use, you will not be able to use MyChart.

MYCHART

We grant you a personal, revocable, nonexclusive, nontransferable and limited license and right solely in connection with your direct personal, non-commercial use to access and use MyChart. You represent, warrant and agree that you will use MyChart only for its intended purpose and will not use MyChart for any purpose or in any manner that is prohibited by these Terms or by applicable law.

MYCHART ACTIVATION*

MyChart will be activated when you create an account. When you create a MyChart account with us, you represent that you are age 18 or older, and that the information that you provide us is accurate, complete and current at all times. You agree to accept responsibility for all activities or actions that occur under your account or password, whether your password is with our service or a third party service provider. You must notify us immediately in the event that you become aware of a breach of security or unauthorized use of your account.

PHR DATA

Your MyChart account will contain protected health information (PHI) and personal identifiable information (PII) (collectively "PHR Data"). You may choose to share your PHR Data with your physician or a family member, but only you will be given a password to access your PHI. If you choose to invite one or more individuals such as a spouse, adult child or other trusted person ("PROXY") to access and use MyChart on your behalf, they will be given a unique password to access your personal health information.

PHR Data might include, but is not limited to:

- Your name and contact information, such as your address, phone number, or email address
- Your medical history, conditions, treatments, and medications. This may include information of a sensitive nature, such as psychological or psychiatric impairment; drug abuse and/or alcoholism; tuberculosis; genetic testing, genetic information, genetic familial history, sexually transmitted diseases, and acquired immunodeficiency syndrome (AIDS) and/or tests for infection with human immunodeficiency virus (HIV).
- Your healthcare claims, health plan account numbers, bills, and insurance information
- Demographic information, such as your age, gender, ethnicity, and occupation
- Computer information, such as your IP address and "cookie" preferences

Virtua (and its service partners such as Epic) may use your PHR Data to:

- Operate and manage its MyChart platform, software, and website
- Maintain and protect its computer systems
- Contact you through the email you provided as your user name to send you updates and messages about your MyChart account or Direct Messaging.
- Comply with the law.

INFORMATION COLLECTED AND STORED AUTOMATICALLY

Once you have signed into the MyChart site, it will automatically gather and store certain information about your visit. This information does not identify you personally. We automatically collect and store only the following information about your visit:

- The Internet domain (for example, "xcompany.com") and IP address (an IP address is a number that is automatically assigned to your computer whenever you are surfing the Web) from which you access our web site
- The date and time you access our site
- The pages you visit

We use this information to help us audit our site and make our site more useful to visitors.

Virtua may store a copy of your picture in your MyChart.

By accepting these Terms, you acknowledge that MyChart provides online access to portions of your Virtua electronic medical record and you are solely responsible for any sharing of MyChart content that you intentionally or unintentionally communicate to others.

APPOINTING A PROXY

You will be able to invite one or more individuals such as a spouse, adult child or other trusted person ("PROXY") to access and use MyChart on your behalf, by logging into MyChart and clicking on the "Request Family Access" link. You must complete the online Proxy Request form and indicate that you are authorizing another adult to have access to your medical information, **including all sensitive information**. If you choose a PROXY, it is your responsibility to choose an appropriate PROXY and Virtua is not responsible for actions taken by your PROXY.

ABOUT PROXYS

Once your PROXY accepts the invitation, he or she will have their own username and password and will be able to view messages, send messages, view data, update certain profile information and add pharmacy information to MyChart. A PROXY cannot add or delete another PROXY, change your email account, username or password. Your PROXY is solely responsible for any sharing of your PHR content that he or she intentionally or unintentionally communicates to others. PROXYS must read, accept and adhere to these Terms of Use prior to gaining access to MyChart.

REMOVING A PROXY

You can electronically terminate your PROXY's access at any time by logging into your MyChart account, clicking on the "Request Family Access" link and then click on the "Revoke Access" button.

DIRECT MESSAGING

Direct Messaging allows you to send a secure, encrypted Direct Message to your Physician and/or Physician's office. If your/your child's physician is out of the office or unavailable to respond, messages sent via MyChart may be routed to other authorized caregivers within Virtua or your Community Connect Provider in order to facilitate a timely response to your request. All communications between you and your Virtua or Community Connect Provider health care team using MyChart are securely connected directly into your Virtua or Community Connect Provider electronic medical record. While you may receive e-mail messages notifying you of new messages in your MyChart inbox, you will need to log directly into MyChart to view your/your child's medical information. **Direct Messages sent via MyChart should never be of an urgent nature and are not to be used as a substitute for seeking care at your physician office or, in an emergency calling**

911. When using the Direct Message function, you may not transmit or facilitate distribution of content that is harmful, abusive, racially or ethnically offensive, vulgar, or in a reasonable person's view, objectionable or disrupt the flow of communication with your physician's practice with vulgar language, frequent messages or other forms of abusiveness.

Direct Messages sent by a PROXY will be received as if originating from you, the patient, and will also identify the PROXY who sent the message.

MEDICAL DISCLAIMER

THE PHR IS PROVIDED "AS IS" FOR YOUR INFORMATION ONLY. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

- **NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ IN YOUR MYCHART ACCOUNT.**
- **YOUR MYCHART ACCOUNT MAY NOT CONTAIN YOUR ENTIRE MEDICAL RECORD OR COMPLETE INFORMATION.**
- **INFORMATION IN MYCHART IS NOT A SUBSTITUTE FOR CONSULTATIONS WITH QUALIFIED HEALTH PROFESSIONALS WHO ARE FAMILIAR WITH YOUR INDIVIDUAL MEDICAL NEEDS.**

PRIVACY AND SECURITY

Virtua considers your privacy to be of vital importance. Virtua has implemented appropriate privacy and security policies and procedures, in compliance with U.S. law, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), to prevent the unauthorized access, use, disclosure, alteration or destruction of your protected health information.

Our Joint Notice of Privacy Practices ("Notice") [Joint Notice of Privacy Practices](#) explains how we may use and disclose your protected health information and your rights with respect to your protected health information. As outlined in the Notice, Virtua will use or disclose your protected health information only with your authorization, or as authorized or required by law. Epic Systems Corporation does not release your PHR Data or protected health information for marketing, advertising, research, corporate reports, insurance, employment or software development purposes.

Virtua's Notice does not apply to Community Connect Providers and a Community Connect Provider's use and disclosure of a your PHI would be determined by the Community Connect Provider's HIPAA Notice of Privacy Practice (if applicable) or other Community Connect Provider's policies/procedures.

Although Virtua and its Epic Systems Corporation have safeguards in place to protect your health information, at times security incidents may occur which are beyond our control. In such an event, you will be notified of the incident as soon as possible and will be provided with steps to take to protect yourself from any harm.

LINKS AND INTREGRATION WITH THIRD PARTY APPLICATIONS

When using MyChart, you may sometimes be linked to third party websites. Virtua is not responsible for the information or materials contained on any third party web sites, or on web sites that provide links to MyChart. Links from MyChart are provided for convenience only and are not intended as an endorsement by Virtua of the organization or individual operating the third party website or application, or a warranty of any type regarding either the third party website or application, or the information on the third party web site or application. Virtua shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, products or services available on or through such third party websites or applications. By accessing a third party website, you will be subject to the Terms and Conditions and Privacy Practices of the third party site.

Your MyChart account permits you to have third party applications integrate with your MyChart health information. MyChart contains tools to help you manage your permissions and authentication for any third party application to access and import your health information. These permissions are managed by you, and not by Virtua. You may revoke your permission for a third party application to access your health information in MyChart at any time by changing the permission settings, although this will not affect any health information released prior to the time of revocation. By utilizing a third party application, you and your health information will be subject to the Terms and Conditions and Privacy Practices of the third party application. When you give permission for a third party application to integrate with MyChart and access and/or import your health information contained in MyChart, you are authorizing Virtua to release your health information to that application. The health information that the application has access to will be determined by the third party application and/or you, but may include information of a more sensitive nature, including psychological or psychiatric impairment; drug abuse and/or alcoholism; tuberculosis; genetic testing; genetic information; genetic familial history; sexually transmitted diseases; AIDS and/or tests for infection with HIV. Once your health information is released from MyChart, it may no longer be protected by federal or state health care privacy laws, and may be subject to re-disclosure by the third party application.

DISCLAIMER OF WARRANTIES

VIRTUA AND YOUR COMMUNITY CONNECT PROVIDER (IF APPLICABLE) PROVIDES MYCHART "AS IS" WITH ALL FAULTS AND MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING MYCHART, INCLUDING BUT NOT LIMITED TO THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, PROGRAMS, PRODUCTS, OR SERVICES, OR OTHER MATERIAL PROVIDED THROUGH MYCHART, OR OF RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VIRTUA MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT YOUR ACCESS TO MYCHART WILL BE SUCCESSFUL, UNINTERRUPTED, TIMELY, ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS, AND SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

LIMITATION OF LIABILITY

IN NO EVENT WILL VIRTUA OR ITS AFFILIATES, OR YOUR COMMUNITY CONNECT PROVIDER (IF APPLICABLE) AND THEIR OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, CONTRACTORS, VOLUNTEERS, SPONSORS AND AGENTS (VIRTUA /COMMUNITY CONNECT PARTIES") BE LIABLE TO YOU, ANYONE CLAIMING BY, THROUGH OR UNDER YOU, OR ANYONE ELSE FOR (i) ANY DECISION OR ACTION TAKEN, OR NOT TAKEN, IN RELIANCE UPON THE INFORMATION CONTAINED OR PROVIDED THROUGH MYCHART, (ii) CLAIMS ARISING OUT OF OR RELATED TO MYCHART, (iii) YOUR USE OF MYCHART, (iv) USE OR DISCLOSURE OF YOUR PERSONAL OR MEDICAL INFORMATION OR (v) FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY ARISING OUT OF OR ALLEGED TO ARISE OR BE CAUSE BY IN CONNECTION WITH, WITHOUT LIMITATION: (A) YOUR USE OF THE CONTENT OR A VIRTUA OR COMMUNITY CONNECT PROVIDER (IF APPLICABLE) VIDEO SYSTEM, OR (B) THE USE OF OR RELIANCE ON ANY CONTENT, PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES, (C) ANY INACCURACY, ERROR, OR DELAY IN, OR OMISSION OF ANY INFORMATION OR THE TRANSMISSION OR DELIVERY OF INFORMATION, AND ANY LOSS OR DAMAGE ARISING THEREFROM, (D) ANY NEGLIGENCE OF VIRTUA , YOUR COMMUNITY CONNECT PROVIDER (IF APPLICABLE) OR THEIR AGENTS, OR ANY FORCE MAJEURE EVENT, UNAUTHORIZED ACCESS OR THEFT, OPERATOR ERRORS, COMMUNICATIONS OR SYSTEMS FAILURES OR ANY EVENT OUTSIDE OF THE CONTROL OF VIRTUA OR YOUR COMMUNITY CONNECT PROVIDER (IF APPLICABLE); (E) ANY STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR THROUGH THE WEBSITE OR SERVICE; OR (F) ANY OTHER MATTER RELATING TO A VIRTUA OR COMMUNITY CONNECT PROVIDER (IF APPLICABLE) VIDEO SYSTEM OR SERVICE.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, IN SUCH JURISDICTIONS THE VIRTUA PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IN NO EVENT WILL OUR TOTAL LIABILITY EXCEED ONE THOUSAND (\$1000.00) UNITED STATES DOLLARS. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THIS SITE.

LIMITATION OF USE AND TERMINATION

VIRTUA AND YOUR COMMUNITY CONNECT PROVIDER (IF APPLICABLE) HAVE THE RIGHT TO ENFORCE MYCHART, PROXY, AND DIRECT MESSAGING TERMS & CONDITIONS IN THEIR SOLE DISCRETION. IN RESPONSE TO A VIOLATION OF THESE TERMS & CONDITIONS OF USE OR IF VIRTUA OR YOUR COMMUNITY CONNECT PROVIDER (IF APPLICABLE) DETERMINES YOU HAVE OTHERWISE ABUSED THE USE OF THE MYCHART SERVICE, VIRTUA OR YOUR COMMUNITY CONNECT PROVIDER HAS THE RIGHT TO TAKE ACTION AGAINST YOUR ABILITY TO USE MYCHART, PROXY USE AND DIRECT MESSAGING. THESE ACTIONS MAY INCLUDE ANYTHING VIRTUA OR YOUR COMMUNITY CONNECT PROVIDER DEEMS APPROPRIATE BASED ON THE VIOLATION OR ABUSE, INCLUDING, BUT NOT LIMITED TO, ISSUANCE OF A WARNING, LIMITING YOUR ACCOUNT TO "READ ONLY", AND TERMINATION OF YOUR ACCOUNT AND/OR PROXY USE. IF YOUR ACCOUNT IS CHANGED TO "READ ONLY", YOU MAY BE RESTRICTED FROM SENDING MESSAGES TO MEMBERS OF YOUR CARE TEAM AND THERE MAY BE OTHER LIMITATIONS IN YOUR USE OF MYCHART, SUCH AS YOUR ABILITY TO SCHEDULE APPOINTMENTS OR PAY YOUR BILLS THROUGH MYCHART. VIRTUA AND/OR YOUR COMMUNITY CONNECT PROVIDER (IF APPLICABLE) SHALL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY

TERMINATION OR LIMITATION OF YOUR OR YOUR PROXY'S REGISTRATION, USE OF OR ACCESS TO MYCHART.

GOVERNING LAW

These Terms and the relationship between you and Virtua shall be governed by the law of the State of New Jersey and those of the United States without regard to any conflict of law rules. You and Virtua and your Community Connect Provider (if applicable) agree to submit to the exclusive and personal jurisdiction and venue for any dispute in the state and Federal courts of State of New Jersey. Any cause of action you may have with respect to MyChart or these Terms must be commenced within one (1) year after the claim or cause of action arose.

INDEMNIFICATION

You agree to defend Virtua and or your Community Connect Provider (if applicable) against all claims, proceedings, demands, or actions arising from or relating to your use of MyChart, or your breach of these Terms and Conditions (each a "Claim") and you shall indemnify and hold Virtua and/or your Community Connect Provider (if applicable) harmless from and against any expenses, losses, damages and costs (including but not limited to reasonable legal costs and disbursements) resulting from any such Claim. We have the right, at our expense, to assume exclusive defense against any Claim and all negotiations for settlement and you agree to cooperate with us, at our request, in the defense of any such Claim.

INTELLECTUAL PROPERTY RIGHTS

Except where otherwise noted, all material, content, data and any other information of MyChart, including all software, interfaces, design, organization and all database rights therein, are owned by Virtua or by entities or individuals other than Virtua and are legally protected under intellectual property laws ("Content"). The product names and trademarks used on MyChart are the registered and/or unregistered marks of Virtua or its licensors ("Trademarks"). You may not copy or use any Content or Trademarks in any way.

CHANGES TO TERMS OF USE

These Terms of Use may be amended by Virtua at any time without notice. Your next use of MyChart without objection shall be deemed acceptance of the new Terms of Use.

HOW YOU MAY CONTACT US

If you are having trouble accessing the site or you have a question or complaint you may contact us by calling 1-888-Virtua-3 (1-888-847-8823).

COMPLETE AGREEMENT

You agree that the Terms of Use and the Joint Notice of Privacy Practices referenced herein set forth the entire understanding between you and Virtua You further agree that if any portion of the Terms of Use is held invalid, the balance shall continue in full force and effect.