

## **myVirtua.org Terms of Use**

### **PLEASE READ THESE TERMS OF USE CAREFULLY**

**Virtua Health, Inc. is a 501 (c) (3) non-profit corporation located in Marlton, New Jersey (“Virtua”).**

Virtua has partnered with a company called Alere Accountable Care Solutions to create a web-based Personal Health Record (“PHR”) which will provide a convenient way for you to collect, manage or share your personal health information online at [www.myVirtua.org](http://www.myVirtua.org).

To use myVirtua.org, 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 myVirtua.org.

### **PHR ACTIVATION \***

Your PHR will be activated only at your request. To activate your PHR, you will be asked to provide your name and other information necessary to verify your identity, authorize establishment of the PHR, or facilitate your ability to receive information from your healthcare providers (“PHR Data”).

### **PHR DATA**

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
- 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 Alere) may use your PHR Data to:

- Operate and manage its PHR 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 PHR or Direct Messaging.
- Comply with the law.

### **INFORMATION COLLECTED AND STORED AUTOMATICALLY**

Once you have signed into the PHR 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.

## **USE OF PROTECTED HEALTH INFORMATION**

Your personal health information is considered Protected Health Information (PHI). myVirtua.org allows you to upload your personal health information to your PHR and it allows Virtua to transfer your personal health information from your interactions with Virtua physicians or facilities to your PHR. Once you have transferred this information to your PHR, you may choose to share your information with your physician or family member, but only you will be given a pass code to access your personal health information.

## **DIRECT MESSAGING**

“Direct Messaging” is a standard for delivery of secure email through a Health Information Services Provider (HISP). myVirtua.org offers Direct Messaging to allow you to send a Direct Message to the HIE where your Physician is able to view the message when he or she logs into the HIE, and, at the same time to the Virtua Access Center, which will alert your Physician’s Practice to the incoming Direct Message and review the message in order to provide prompt response for services such as appointment scheduling and prescription refills .To send a Direct Message, your physician must be listed in the PHR Directory and offer Direct Messaging. **Direct Messages sent via myVirtua.org 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.

VIRTUA HAS THE RIGHT TO ENFORCE THESE DIRECT MESSAGING GUIDELINES IN ITS SOLE DISCRETION. IN RESPONSE TO A VIOLATION, VIRTUA MAY TAKE ACTION AGAINST YOUR ABILITY TO USE THE PHR , RANGING FROM ISSUANCE OF A WARNING ABOUT A VIOLATION TO TERMINATION OF YOUR ACCOUNT.

## **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 PHR .
- YOUR PHR MAY NOT CONTAIN YOUR ENTIRE MEDICAL RECORD OR COMPLETE INFORMATION.
- INFORMATION IN YOUR PHR IS NOT A SUBSTITUTE FOR CONSULTATIONS WITH QUALIFIED HEALTH PROFESSIONALS WHO ARE FAMILIAR WITH YOUR INDIVIDUAL MEDICAL NEEDS.

## **PRIVACY AND SECURITY**

Virtua and its partners are committed to safeguarding the privacy and security of your personal health information, and will disclose your information only with your authorization, or as authorized or required by law. myVirtua.org does not release your PHR Data or Personal Health Information for marketing, advertising, research, corporate reports, insurance, employment or software development.

When you use myVirtua.org to store or retrieve Personal Health Information, all of the data is stored securely in the Virtua Health Information Exchange (HIE). Virtua has implemented appropriate privacy and security policies, in compliance with The Health Insurance Portability and Accountability Act (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), in order to prevent unauthorized access, improper use, alteration or destruction of your Personal Health Information. Virtua's Joint Notice of Privacy Practices can be found at <http://www.virtua.org/patients/hipaa-privacy-statement.aspx>

Although Virtua and its partner implement safeguards to protect your information, at times security incidents may occur which are beyond the control of Virtua or its partner. 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.

The PHR will have data activity logs which you will be able to view upon request.

## **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 the PHR on your behalf, by logging into myVirtua.org and clicking on the "Account Tab"

## **ABOUT PROXYS**

Once your PROXY accepts the invitation, he or she will have their own username and password and will be able to view all messages, send messages, view data, update certain profile information and add pharmacy information to your PHR. Messages sent by the PROXY will be received as if originating from you, the patient, and will also identify the PROXY who sent the message. A PROXY cannot add or delete another PROXY, change your email account, username or password. You have the ability to

audit your PROXY's actions by signing into your PHR, clicking the "Medical History Tab" and viewing the PHR "Activity Log".

If the PROXY has an existing PHR, upon sign in, he or she will be asked to sign into his or her own PHR or the PHR of the person for whom he or she is a PROXY.

### **REMOVING A PROXY**

PROXY access can be terminated electronically by you at any time by logging into your PHR Account at myVirtua.org, clicking on the "Account Tab" and following the instructions for PROXY removal.

PROXYs must read, accept and adhere to these Terms of Use prior to gaining access to your PHR.

**VIRTUA HAS THE RIGHT TO ENFORCE THESE TERMS OF USE IN ITS SOLE DISCRETION. IN RESPONSE TO A VIOLATION BY A PROXY, VIRTUA MAY TAKE ACTION AGAINST YOUR PROXY'S ABILITY TO USE THE PHR , RANGING FROM ISSUANCE OF A WARNING ABOUT A VIOLATION TO TERMINATION OF PROXY ACCESS TO YOUR ACCOUNT.**

### **LINKS**

When using myVirtua.org, 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 myVirtua.org. Links from myVirtua.org 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.

### **DISCLAIMER OF WARRANTY**

VIRTUA PROVIDES myVirtua.org "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 myVirtua.org, INCLUDING BUT NOT LIMITED TO THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, PROGRAMS, PRODUCTS, OR SERVICES, OR OTHER MATERIAL PROVIDED THROUGH myVirtua.org, OR OF RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Virtua MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT YOUR ACCESS TO myVirtua.org 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, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, SPONSORS AND AGENTS 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 myVirtua.org, (ii) CLAIMS ARISING OUT OF OR RELATED TO myVirtua.org, (iii) YOUR USE OF myVirtua.org, (iv) USE OR DISCLOSURE OF YOUR PERSONAL OR MEDICAL INFORMATION OR (v) FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, POSSIBLE HEALTH SIDE EFFECTS, LOSS OF REVENUES, PROFITS OR SAVINGS, EVEN IF Virtua KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, DEMANDS OR ACTIONS.

## **TERMINATION**

The following provisions survive the expiration or termination of these Terms of Use for any reason whatsoever: Disclaimer of Warranty, Limitation of Liability, Governing Law, and Complete Agreement.

You may deactivate your myVirtua.org PHR account at any time by calling 1-888-Virtua-3 (1-888-847-8823).

Virtua in its sole discretion may terminate your registration or access to MyVirtua.org for any reason without any prior notice. Further, you agree that Virtua shall not be liable to you or any third-party for any termination of your registration or access to myVirtua.org.

## **GOVERNING LAW**

myVirtua.org may be accessed from anywhere outside or within the United States of America. Access to the Content may not be legal by certain persons or in certain countries. If you access the Virtua Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

THIS USER AGREEMENT, AND YOUR USE AND ACCESS OF MyVirtua.org IS GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. JURISDICTION AND VENUE FOR ANY CAUSE OF ACTION ARISING UNDER THIS AGREEMENT SHALL BE IN BURLINGTON COUNTY, NEW JERSEY.

## **CHANGES TO TERMS OF USE**

These Terms of Use may be amended by Virtua at any time without notice. Your next use of myVirtua.org 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 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.

By clicking I Accept I am agreeing to the foregoing terms and conditions governing my use of myVirtua.org.