

Valley Cities' Client Portal Terms and Conditions

Statement of Participation – By logging on to the Client Portal, I acknowledge that I am agreeing to *Valley Cities' Client Portal Terms and Conditions* on accessing portions of my electronic record and the ability to communicate with Valley Cities using an electronic application called Client Portal. I will read these Terms and Conditions and if I do not agree with them, then I understand that I should not log on or use the Client Portal.

I understand that Valley Cities has the right to revise the Terms and Conditions at any time. By using the Client Portal, I agree to be bound by the then current form of the Terms. I acknowledge that it is my responsibility to review the Terms regularly to ensure I understand the most current terms and conditions. Valley Cities does not and will not assume any obligation to notify me of changes to the Terms.

Use of Client Portal for Healthcare Services - I understand that Client Portal should never be used during an emergency. If I have an emergency, I will call 911 and/or proceed to the nearest emergency department.

I understand that Valley Cities staff may send me messages via the Client Portal. These messages may contain information that is important to my health care. I understand the Client Portal is not a replacement for a clinical visit. It is my responsibility to monitor these messages. By entering my valid and functional email address I have enabled Valley Cities to notify me of messages sent to the Client Portal. I will update my email address on the Client Portal as needed. I agree not to hold Valley Cities liable for any loss, injury or claims of any kind resulting from Client Portal messages that I fail to read in a timely manner.

I agree that all communication through the Client Portal will be in regard to my own health condition(s). I understand that the contents of any message may be stored in my permanent health care record. I agree to not hold Valley Cities liable for any loss, injury, or claims of any kind resulting from messages sent or deleted by a Proxy Account holder within my Portal account. I understand it is my responsibility to review Client Portal messages sent by Proxy Account holders with access to my Portal account.

I agree not to use the Client Portal to:

- a) Harass, stalk, or bully another person.
- b) Post or transmit content or information that is offensive, hateful, threatening, or defamatory, or that creates a risk to anyone's privacy or safety.

- c) Upload or transmit unsolicited commercial messages, junk mail, pyramid schemes, chain letters or other similar materials or information, or viruses, worms, or other malicious code.

Client Portal Username and Password - I understand that I will create a unique username and password to be used to access my health information via the Client Portal. I understand that this username and password is unique and identifies me in the Client Portal system.

I understand that it is my responsibility to keep the username and password that I use to access the Client Portal completely confidential. I agree to not to share the username and password with anyone. I also understand that I will be solely responsible for all activities that occur using my username and password. If at any time I feel that the confidentiality of my password has been compromised, I will change it by going to the Password link on the Client Portal website. I further agree not to access anyone else's Client Portal account without proper and valid proxy authorization. I understand that Valley Cities takes no responsibility for any and all liability or damages arising from a breach of health care record confidentiality resulting from my sharing or losing my password. Valley Cities reserves the right to disable access to the Client Portal if abuse or misuse involving my account is discovered.

Response to Electronic Communication - Valley Cities will make its best effort to provide a timely response to electronic messages from the Client Portal. Please allow up to 3-business days for a response while Valley Cities reviews your message. Emergency or urgent situations requiring immediate, or prompt attention should not be submitted electronically.

I understand that Valley Cities can only respond to messages based on the information I provide. If there is insufficient information provided in my messages, Valley Cities will be unable to provide an accurate and reliable response.

Messages sent within the Client Portal will appear as originating from my Client Portal account, even if sent by a Proxy Account holder. Client Portal and Proxy Accounts can be disabled at the discretion of Valley Cities at any time due to misuse, abuse, or misrepresentation within the Portal Messaging Hub.

Website Links - Client Portal may offer links to related health care websites not managed by Valley Cities ("Third-Party Sites"). These Third-Party Sites are for client or proxy informational purposes only. If I go to Third-Party Sites, I may leave the Client Portal and will be governed by the Third-Party Sites' terms of use. I understand that Valley Cities does not endorse and has not verified the accuracy of the information

in/on these Third-Party Sites. I should not rely on any of the information found on the Third-Party Sites for purposes of treatment or diagnosis. Valley Cities is neither responsible for nor liable under any theory based upon any information, product or content found on any Third-Party Sites or any site(s) linked to or from Third-Party Sites.

Disclaimer - I agree that I will use the Client Portal at my own risk. I UNDERSTAND THAT VALLEY CITIES DOES NOT GUARANTEE THE CLIENT PORTAL WILL BE AVAILABLE TO ME 24/7 DUE TO SYSTEM FAILURES, BACK-UP PROCEDURES, MAINTENANCE OR OTHER CAUSES BEYOND THE CONTROL OF VALLEY CITIES. ACCESS IS PROVIDED ON AN “AS-IS, AS-AVAILABLE” BASIS AND VALLEY CITIES DOES NOT GUARANTEE THAT I WILL BE ABLE TO ACCESS THE CLIENT PORTAL AT ANY PARTICULAR TIME.

Valley Cities is not responsible for the accuracy, completeness, reliability, security or currency of the Client Portal or the information available on the Client Portal. Valley Cities takes no responsibility for and disclaims any and all liability arising from any inaccuracies or defects in software, communication lines, virtual private network, the Internet or my Internet service provider, access system, computer hardware or software, or any other service or device that I use to access the Client Portal. During times when the Client Portal is unavailable, I will use other communication methods to communicate with Valley Cities.

Intellectual Property Ownership and Licenses - I understand and agree that the Client Portal and all content provided on the Client Portal, such as text, graphics, logos, icons, tags, images, audio-visual works, videos, information, data, photographs, graphs, typefaces, music, sounds, features, software, and other material (the “Materials”), is the property of Valley Cities, its affiliates and/or its licensors. This content is protected by copyrights, trademarks, trade secrets, patents, and other proprietary rights in all forms whether existing now or hereinafter developed. Client Portal is copyrighted as a collective work under the U.S. copyright laws (17 U.S.C. § 101, et seq.) and international treaty provisions, and Valley Cities, or its licensors, owns a copyright in the selection, coordination, arrangement, and enhancement of the Materials, and in the appearance Client Portal. All software used on Client Portal is the property of Valley Cities or its licensors and is protected by U.S. and international copyright laws. All trademarks, service marks, names and logos located on Client Portal are the property of Valley Cities or its licensors. My use of any mark, name or logo located on Client Portal without express permission of Valley Cities, or the trademark owner, is strictly prohibited.

I understand that Valley Cities grants me a limited, revocable, nonexclusive, nontransferable, personal license to access and display the Materials on Client Portal for the sole purpose of viewing the materials and information provided on or through Client Portal, and subject to my continued compliance with the terms and conditions. This

license is granted solely to allow me, and authorized proxies, to use the Client Portal as permitted by the Terms. I agree not to remove, alter, or obscure any proprietary notices provided in or with the Materials. All rights not expressly granted in the Terms are reserved.

Proxy Access - Proxy access allows Parents or Legal Guardians to have access to a minor child's Client Portal account and/or the account of a person of whom they have Power of Attorney or Legal Guardianship; clients aged 13+ can grant access to a designee of their choice. Individuals requesting access to a Client Portal account of someone else will only be granted access where the account holder has completed a Proxy Access Authorization Form allowing such access and/or upon demonstration of the legal right to access the account holder's health care information. A parent or guardian's access to a minor's account will automatically expire when the minor reaches the age of 13. I understand proxy access is also governed by Valley Cities' Proxy Access Authorizations.

Privacy and Security - Valley Cities affords the same degree of confidentiality to health care information stored on the Client Portal as is given to health care information stored by Valley Cities in any other medium. I understand that Valley Cities will treat my health care information in accordance with the terms of its then current Notice of Privacy Practices located on Valley Cities website. (<http://www.ValleyCities.org/wp-content/uploads/2018/08/3a.-Notice-of-Privacy-Practices-English.pdf>) I agree to Valley Cities' use of my health care information in accordance with such Notice of Privacy Practices. I understand that due to medical safety reasons or state or federal law, Valley Cities may not be permitted to release certain information about HIV status, mental health, genetics or drug and alcohol abuse via the Client Portal, without proper authorization. Information about these conditions and treatments, including results from tests, may be made available through other means where required and appropriate, such as but not limited to telephone, written and in-person communication. I understand that access to my health information is for my use only, and that I may contact Valley Cities for a more detailed explanation of laboratory test results received via the Client Portal.

I understand that I can tell when a website is secure by looking at the location (URL) field. If the URL begins with https:// (instead of http://), the document comes from a secure server. I understand that I can tell whether I am truly connected to Valley Cities by viewing the digital certificate. This certificate verifies the connection between the Valley Cities server's public key and the server's identification.

Email Privacy - I understand that notification messages regarding information in the Client Portal may be sent to my email address, although no private health care information will be sent through email. Any person with access to this email account will

be able to see this notification and I will take this into account when providing an email address. I understand that notifications sent to my email address will originate from a **no-reply** email address. Any responses I send to the **no-reply** address will not be received by Valley Cities staff; messages can only be received through the Client Portal.

I also acknowledge that if I send Valley Cities a message through the Client Portal that messages will be routed to the appropriate staff. A client's confidential health care information on Client Portal will be accessible only by appropriate staff.

My Representations and Warranties

By using Client Portal, I represent and warrant that:

1. I am 13 years of age or older.
2. I understand and agree that these Terms form a legally binding agreement.
3. I will use the Client Portal in a manner consistent with all laws and regulations and in accordance with the terms and conditions.
4. If I am a proxy holder, I will stop all use of and access to the account for which proxy authorization applied immediately upon revocation or termination of proxy authorization or termination of my legal right as guardian, parent or otherwise to access the account holder's health information.
5. I will provide only true, accurate, complete, and current information to Valley Cities through the Client Portal.
6. I will not impersonate any person.
7. I will not provide Valley Cities with information that is false or misleading, or otherwise deceive Valley Cities whether through action or omission.

Valley Cities' Rights

Valley Cities reserves the following rights:

1. To terminate or suspend the account of anyone who violates the Terms.
2. To change or alter the Client Portal, the form and nature of the Client Portal or any services provided through Client Portal.
3. To review, modify, filter, delete and remove any and all content and information from Client Portal.
4. To cooperate with any law enforcement, court or government investigation or order requesting or directing Valley Cities to disclose information that I provide or that is provided on my behalf, or if Valley Cities determines such disclosure is legally permitted or required.

5. To provide me with notices by email, by postings to the Client Portal account, or by other means.

I agree that the foregoing are rights of, but not obligations of, Valley Cities and that Valley Cities may, but is not obligated to, exercise any of these rights.

Waiver of Liability - To the maximum extent permitted by law, I agree not to hold Valley Cities or any of its directors, employees, consultants, or agents liable for any loss, injury or claims of any kind resulting from messages received in connection with or through the Client Portal. I understand that Valley Cities takes no responsibility for and expressly disclaims any and all liability, including direct, consequential, indirect and punitive damages, arising from breach of health record confidentiality resulting from me sharing, not adequately protecting, or losing my password.

Limitation of Liabilities - TO THE MAXIMUM EXTENT PERMITTED BY LAW, I AGREE THAT VALLEY CITIES AND ITS PROVIDERS SHALL NOT BE LIABLE TO ME OR ANY THIRD PARTY FOR ANY DAMAGE, LOSS OR EXPENSE OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF INFORMATION, EMOTIONAL DAMAGE, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO:

1. MY POSSESSION OR USE OF THE MATERIALS, CONTENT, PRODUCTS, OR INFORMATION PROVIDED ON OR THROUGH CLIENT PORTAL.
2. ANY OTHER PRODUCTS, SERVICES OR INFORMATION OFFERED, SOLD OR DISPLAYED ON OR THROUGH CLIENT PORTAL.
3. MY USE OF, INABILITY TO USE OR RELIANCE ON CLIENT PORTAL AND/OR THE MATERIALS.
4. ERRORS, MISTAKES OR INACCURACIES IN THE MATERIALS OR INFORMATION PROVIDED ON OR THROUGH CLIENT PORTAL.
5. PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE.
6. ANY UNAUTHORIZED ACCESS TO OR USE OF VALLEY CITIES SECURE SERVERS AND/OR ANY AND ALL INFORMATION CONCERNING My information STORED THEREIN.
7. ANY INTERRUPTION OR CESSATION OF CLIENT PORTAL OR TRANSMISSIONS TO OR FROM CLIENT PORTAL.
8. ANY BUGS, VIRUSES, WORMS, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE CLIENT PORTAL BY ANY THIRD PARTY.
9. ANY DECISION MADE OR ACTION TAKEN BY ME OR ANYONE ELSE BASED UPON INFORMATION CONTAINED OR PROVIDED ON OR THROUGH CLIENT PORTAL, REGARDLESS OF WHETHER VALLEY CITIES OR ANY OF ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH LIABILITY IS

BASED IN TORT, CONTRACT OR OTHERWISE. MY SOLE REMEDY FOR DISSATISFACTION WITH CLIENT PORTAL PROVIDED THROUGH OR ON CLIENT PORTAL IS TO STOP USING CLIENT PORTAL.

Termination - Without limiting its other remedies, Valley Cities may issue a warning or temporarily suspend, indefinitely suspend, or terminate the Terms and my access to the Client Portal and my account, or the account for which I am a proxy holder, if I fail to comply with any term or condition. Valley Cities may take such actions without providing me prior notice at its sole discretion. Upon such violation, I agree to terminate access to the Client Portal. Upon termination, those provisions of the Terms that expressly or by their nature survive will continue in full force and effect.

Contact Information

If I have any questions regarding the Terms, I understand that I can contact Valley Cities at 253-833-7444.