



Western Maryland Health System

## APPLICATION FOR ACCESS TO THE WESTERN MARYLAND HEALTH SYSTEM PATIENT PORTAL

### TERMS OF USE AGREEMENT (July 10, 2012)

1. The Western Maryland Health System Patient Portal Services are offered to you under the terms and conditions contained within this TERMS OF USE AGREEMENT. The Patient Portal Services are only available to individuals that have an existing account beginning January 1, 2011 to present and provide a valid driver's license and/or Employee ID badge (required by employees). WMHS reserves the right to modify or change any of the terms of this Agreement at any time and for any reason. WMHS will promptly post any modifications or changes to this Agreement on the website. Your continued use constitutes your consent to be bound by any such modifications or changes to this Agreement, and it is your obligation to periodically visit this page of the website and review the latest version of the Agreement <http://www.wmhs.com/patient-portal.html>. The date of the last update to this Terms of Use Agreement will be stated at the top of this page.

2. *Use of Services*

**NOT FOR EMERGENCIES.** The WMHS Patient Portal Services are not for use in medical emergencies or urgent situations. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

**Cost:** There is no charge for using the Patient Portal Services.

**Your Account:** You represent and warrant that you are at least eighteen (18) years of age and that you possess the legal right and ability to enter into this Terms of Use Agreement, register on the WMHS Patient Portal Services under your own name and to use these services in accordance with this Agreement and abide by the obligations hereunder. You are solely responsible for maintaining the confidentiality of your password and for all activities that occur under your password. You agree to prohibit anyone else from using your password and immediately notify WMHS of any unauthorized use of your password or other security concerns of which you became aware.

3. *Privacy*

Western Maryland Health System respects your privacy and takes privacy very seriously. By entering into this Terms of Use Agreement, you consent to the use and disclosure to you of personally identifiable information provided to us as outlined in our Privacy Practices.

**WMHS Medical Record:** Your medical record is created to store some of your personal health information online and may include information concerning your health conditions, allergies and medications. For additional information regarding use of your WMHS Patient Portal Medical Record, please see the WMHS Privacy Policy.

You may authorize another person (such as a family member) to access your WMHS Medical Record and access shall be granted upon verification. This authorization may be terminated at any time by notifying WMHS Medical Records Department at 240-964-8484 or 240-964-8482

#### 4. *General Legal Provisions*

**Operation and Record Retention:** Western Maryland Health System reserves complete and sole discretion with respect to the operation of the Patient Portal Services. WMHS may, among other things withdraw, suspend or discontinue any functionality or feature of the Patient Portal Services. WMHS is not responsible for transmission errors and corruption or compromise of data carried over local or interchange telecommunication carriers. WMHS is not responsible for maintaining data arising from use of the Patient Portal Services. WMHS reserves the right to maintain, delete or destroy all communications and material posted or uploaded to Patient Portal Services pursuant to its internal record retention and/or destruction policies. A copy of WMHS's record retention and destruction policies are available upon written request.

**Limitations on Use:** By entering into this Agreement, you agree not to attempt to access any other patient's medical records or use the Patient Portal in an unlawful way or for any unlawful purpose. You shall send secure, electronic messages to other parties solely for personal communication and no other purposes, including commercial purposes, or for mass distributions of unsolicited e-mails. You agree not to post or transmit: (a) a message under a false name; or (b) any information which (i) is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or (ii) contains any virus, work, Trojan horse or other code which is contaminating or destructive to the files or programs of WMHS or any of its users. WMHS reserves the right to delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, obscene, or in violation of a copyright or other intellectual property right.

**Indemnity:** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS WMHS – ITS EMPLOYEES, AGENTS AND ITS AFFILIATED ENTITIES FROM ANY LOSSES, LIABILITY, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY BREACH OF THIS TERMS OF USE OR ANY NEGLIGENT OR WRONGFUL USE OF THE PATIENT PORTAL SERVICES BY YOU OR ANY OTHER PERSON ACCESSING YOUR ACCOUNT.

**Term and Termination:** This Terms of Agreement shall commence upon the date you first access or use the WMHS Patient Portal Services and/or complete the registration process. Either you or WMHS may terminate this Agreement and your right to use the Patient Portal Services anytime, with or without cause. This Agreement and the rights granted hereunder terminate without notice in the event you (or any authorized person using your account) fail to comply with the terms and conditions of this Agreement, or the rules for use of the Patient Portal.