

MyHSA Patient Portal Terms of Use

Effective Date: 17 November 2014

Revised Date: 04 September 2018

Overview

MyHSA Patient Portal provides a view into your Electronic Medical Record (EMR) and gives you a secure way to communicate with your care team. However, the information available for you to view through MyHSA Patient Portal is not a comprehensive view of all the data in your EMR.

MyHSA Patient Portal is governed by these Terms of Use (Terms). If you do not agree to these Terms, you may not establish a MyHSA Patient Portal connection. By using or accessing MyHSA Patient Portal you agree to be bound by these Terms.

Creating and Accessing MyHSA Patient Portal

You must be at least **18** years old to establish a connection to MyHSA Patient Portal.

You may not permit any other person to access MyHSA Patient Portal using your user name and password and the use of your account is your responsibility. If you learn or suspect that your user name or password has been wrongfully used or disclosed, you should promptly notify us and immediately reset your password. To help ensure the security of your password or account, please sign out of your account at the end of each session.

Maintaining Another Person's Connection

If you are legally authorized to view another person's health information, you may be given access to MyHSA Patient Portal for that person, subject to these Terms. Various Cayman Islands regulations may prohibit sharing certain categories of sensitive information with anyone other than the patient. Many such regulations prohibit sharing sensitive information about minors with their parents or legal guardians. As such, we may restrict your access to the other person's sensitive information and not make it available to you through MyHSA Patient Portal

Proxy Use of MyHSA Patient Portal

You may also authorize a proxy(ies) to view and interact with MyHSA Patient Portal based on the specific privileges you've assigned. You may authorize any person who qualifies for a MyHSA Patient Portal connection, including a minor, to be a proxy. If you have agreed to allow a minor to be a proxy, you agree that you shall be solely responsible for: (a) acceptance of these Terms on the minor's behalf, (b) the minor's compliance with these Terms, (c) the on-line conduct of such minor; (d) monitoring such minor's access to and use of MyHSA Patient Portal; and (e) the consequences of such minor's use. Access or privileges you give to someone can be modified or removed by you at any time, for any reason.

If you share information from MyHSA Patient Portal with another individual, you acknowledge and accept responsibility for your decision to provide them access to potentially sensitive information.

Disclosure of Information

We may, in our sole and reasonable discretion, disclose any information necessary to satisfy applicable law, regulation, legal process or governmental request.

Privacy

You agree to the terms and conditions of the MyHSA Patient Portal Privacy Policy, which is incorporated into and made part of these Terms.

Third Party Programs, Activities and Services

We do not endorse any programs, activities, or services offered by third parties. We make no warranty of any kind as to the accuracy, completeness or appropriateness of any such programs, activities and services.

External Links

In order to provide you with greater value, MyHSA Patient Portal may provide you with links to various third party Web sites. Even if a third-party affiliation exists between us and that destination site, we exercise no authority over linked sites, each of which maintains independent privacy and data collection policies and procedures. We assume no responsibility or liability for these independent methods or actions and are not responsible for the independent policies or procedures of destination sites. Similarly, we cannot take responsibility for the privacy initiatives or the content of such Web sites. These destination links are provided only for your convenience, and as such, you access them at your own risk.

No Warranties; Limitation of Liability

You are responsible for any acts or omissions relating to your use of MyHSA Patient Portal and for any damages incurred as a result thereof. MyHSA Patient Portal IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. WE DO NOT, AND OUR SUPPLIERS DO NOT, (I) WARRANT THE RELIABILITY OR AVAILABILITY OF MyHSA Patient Portal, OR (II) GUARANTEE THAT/MyHSA Patient Portal WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT DEFECTS WILL BE CORRECTED. WE AND OUR SUPPLIERS EACH DISCLAIM, TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS AND IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ON BEHALF OF US AND OUR SUPPLIERS, ALL RESPONSIBILITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, AND LOST PROFITS, REVENUES OR DATA.

IF YOU ARE DISSATISFIED WITH MyHSA Patient Portal OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING MyHSA Patient Portal

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR SUPPLIERS HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED TO YOUR USE OF MyHSA Patient Portal

Termination

MyHSA Patient Portal services may terminate at any time. Your account access may be terminated, suspended or deleted, at any time and for any reason, without providing notice to you.

No Unlawful or Prohibited Use

You may not use MyHSA Patient Portal for any purpose that is unlawful, immoral or is otherwise prohibited by these Terms. You may not use MyHSA Patient Portal in any manner which could damage, disable, overburden, or impair MyHSA Patient Portal or interfere with any other party's use and enjoyment of MyHSA Patient Portal. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through MyHSA Patient Portal

Notices

We may deliver notice to you by means of electronic mail, a general notice on our website, or by written communication delivered by first class mail to your address in our records. You may give notice to us at any time by letter delivered by first class postage or overnight courier to the following address:

Cayman Islands Health Services Authority | Box 915, Grand Cayman KY1-1103 | CAYMAN ISLANDS | 949-8600

General

These terms are governed by the laws of our place of business. Any cause of action or claim you may have with respect to MyHSA Patient Portal must be commenced within one (1) year after the claim or cause of action arises. Our failure to enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. We may assign our rights and duties to any party at any time without notice to you, and may provide services to you through our business partners and suppliers.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these terms is in derogation of our obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of MyHSA Patient Portal or information provided to or gathered by us with respect to such use. If any part of these Terms is determined to be invalid or unenforceable then the invalid or unenforceable provision shall be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. Unless specified otherwise as you use MyHSA Patient Portal, these Terms constitute our entire agreement with respect to MyHSA Patient Portal and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between us with respect to MyHSA Patient Portal.

Notification of changes to this Terms of Use

These Terms may be revised from time to time as we add new features and services, as laws change, and as industry privacy and security practices evolve. However, we will take reasonable steps to notify you of material changes we make to these Terms. We display an effective date on the terms above so that it will be easier for you to know when there has been a change. You are responsible for regularly reviewing these Terms. Your continued use of MyHSA Patient Portal

constitutes your acceptance of the revised terms. Small changes or changes that do not significantly affect individual privacy interests may be made at any time and without prior notice.

Copyright and Trademark Notices

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