

Lifeways' My Client Portal Terms and Conditions

Statement of Participation – By logging on to My Client Portal, I acknowledge that I am agreeing to *Lifeways' My Client Portal Terms and Conditions* on accessing portions of my electronic record and the ability to communicate with Lifeways concerning my electronic record via the Internet using an electronic application called My Client Portal. In addition, I understand that by logging on to My Client Portal, I will become a user of My Client Portal and agree to be bound by these terms and conditions (“Terms”). I will read these Terms carefully. If I do not agree to the Terms, then I understand that I should not log on or use My Client Portal. Pursuant to Idaho Code § 28-50-102 and Oregon Revised Statutes § 81.004, an “electronic record” is defined as a record created, generated, sent, communicated, received or stored by electronic means.

I understand that Lifeways has the right to and may revise the Terms at any time. By using My 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 from time to time to ensure I understand the most current terms and conditions. Lifeways does not and will not assume any obligation to notify me of changes to the Terms.

Use of My Client Portal for Healthcare Services - I understand that My Client Portal should never be used in the case of an emergency. If I have an emergency, I will call 911 and/or proceed to the nearest emergency department. In addition, for all urgent matters that I believe may immediately affect my health or well-being, I will, without delay, contact Lifeways by phone, and/or go to the emergency department or dial 911.

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

I agree that all communication through My 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 medical record. I understand that asking for advice on behalf of another person could potentially be harmful and is a violation of My Client Portal terms of use. Lifeways does not assume any responsibility for health information or services used by persons other than the My Client Portal enrollee.

I agree not to use the My 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; or (d) interfere with, circumvent, disable or attempt to interfere with, circumvent or disable My Client Portal, the proper working of My Client Portal, security features of My Client Portal, the equipment connected to My Client Portal or any service provided on or through My Client Portal.

My Client Portal ID and Password - I understand that I will create a unique identification (“ID”) code and password to be used to access my health information via My Client Portal. I understand that this ID and password are unique codes that identify me in the My Client Portal computer system. Inquiries and entries that I make via My Client Portal will be logged with my identity.

I understand that it is my responsibility to keep the ID and password that I use to access My Client Portal completely confidential and not to share the ID and password with anyone. I also understand that I will be solely responsible for all activities that occur using my ID 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 My Client Portal website. I further agree not to access anyone else’s My Client Portal account without proper and valid proxy authorization. I understand that Lifeways takes no responsibility for and disclaims any and all liability or consequential damages arising from a breach of medical record confidentiality resulting from my sharing or losing my password. If Lifeways discovers that I have inappropriately shared my password with another person, or that I have misused or abused My Client Portal access privileges in any way, my participation in My Client Portal may be discontinued at the sole discretion of Lifeways.

Response to Electronic Communication - Lifeways will make its best effort to provide a timely response to electronic inquiries from My Client Portal. In some cases, the clinic staff that needs to respond to an electronic inquiry or other communication may not be immediately available so a My Client Portal patient, or authorized proxy, should allow at least two (2) business days for a response. Accordingly, emergency or urgent situations requiring immediate or prompt attention should not be submitted electronically.

Furthermore, with respect to any electronic communications that I send, I understand that Lifeways can only respond to such communications based on the information I provide. If there is insufficient information provided in my communications, Lifeways will be unable to provide an accurate and reliable response.

Website Links - My Client Portal may offer links to related medical websites not managed by Lifeways (“Third-Party Sites”). These Third-Party Sites are for patient or proxy informational purposes only. If I go to Third-Party Sites, I may leave My Client Portal and will be governed by the Third-Party Sites’ terms of use. I understand that Lifeways does not endorse and has not verified the accuracy of the information in/on these Third-Party Sites, and I should not rely on any of the information found on the Third-Party Sites for purposes of treatment or diagnosis. Lifeways 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 any Third-Party Sites.

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

I further agree that Lifeways does not warrant the accuracy, completeness, reliability, security or currency of My Client Portal or the information available on My Client Portal, and Lifeways does not warrant the reliability of, or guarantee or endorse any advice, opinion, statement, or other information displayed on or distributed through, My Client Portal. I understand that Lifeways 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 My Client Portal. During times when My Client Portal is unavailable, I will use other communication methods (e.g., telephone) to communicate with Lifeways.

Intellectual Property Ownership and Licenses - I understand and agree that My Client Portal and all content provided on My 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 Lifeways, its affiliates or its licensors and is protected by copyrights, trademarks, trade secrets, patents and other proprietary rights in all forms whether existing now or hereinafter developed. My 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 Lifeways, or its licensors, owns a copyright in the selection, coordination, arrangement and enhancement of the Materials, and in the look and feel of My Client Portal. All software used on My Client Portal is the property of Lifeways or its licensors and is protected by U.S. and international copyright laws. All trademarks, service marks, names and logos located on My Client Portal are the property of Lifeways or its licensors. My use of any mark, name or logo located on My Client Portal without express permission of Lifeways, or the trademark owner, is strictly prohibited.

I understand that Lifeways grants me a limited, revocable, nonexclusive, nontransferable, personal license to access and display the Materials on My Client Portal for personal, noncommercial use only, for the sole purpose of viewing the materials and information provided on or through My Client Portal, and subject to and conditioned on my continued compliance with the terms and conditions in the Terms. This license is granted solely to allow me to use and enjoy My 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 individuals 18 years or older to access the account of an individual who is a minor or an individual who has granted permission for such person to have access. Individuals requesting access to a My 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 upon demonstration of the legal right to access the account holder's medical information. A parent's or guardian's access to a minor's account will automatically expire when the minor reaches the age of 14. I understand proxy access is also governed by Lifeways' Proxy Access Disclaimer, which is incorporated herein for all purposes.

Privacy and Security - Lifeways affords the same degree of confidentiality to medical information stored on My Client Portal as is given to medical information stored by Lifeways in any other medium. Lifeways is committed to protecting the confidentiality of this medical information. I understand that Lifeways will treat my medical information in accordance with the terms of its then current Notice of Privacy Practices located on Lifeways website, which is incorporated herein for all purposes. (<http://www.lifeways.org/wp-content/uploads/2018/08/3a.-Notice-of-Privacy-Practices-English.pdf>) I agree to Lifeways' use of my medical information in accordance with such Notice of Privacy Practices. I understand that due to medical safety reasons or state or federal law, medical providers may not be permitted to release certain information about HIV status, mental health, genetics or drug and alcohol abuse via My Client Portal, even though a patient may authorize its release. 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 call Lifeways for a more detailed explanation of laboratory test results received via My Client Portal.

Lifeways limits employees' access and ability to enter or view information based upon their role in a patient's care. Firewalls, passwords, encryption and audit trails are further used to safeguard medical information. Lifeways will identify the records released and note the time and date of access each time a user and/or proxy accesses My Client Portal. Lifeways has taken steps to make all information received from its online visitors as secure as possible against unauthorized access and use.

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. This means my data cannot be read or deciphered by unauthorized individuals. I understand that I can tell whether I am truly connected to Lifeways by viewing the digital certificate. This certificate verifies the connection between the Lifeways server's public key and the server's identification.

I understand that a the My Client Portal application may be available for my phone and/or mobile device. If such an application is available, I understand and accept that these applications are not provided or supported by Lifeways. I understand and accept that the use of such an

application and my reliance on the security, operation, output, and/or results of the applications are at my sole risk and that the entire risk including but not limited to confidentiality, integrity, and availability of the applications performance is with me. I agree to hold harmless Lifeways from and against any liability, loss, costs, expenses, or damages that result from the use of such an application.

Email Privacy -I understand that notification messages regarding information in My Client Portal may be sent to my email address. Any person with access to this email account will be able to see this notification. This could include a patient's spouse, employer or anyone else that can access the email account. Although no private medical information will be sent, the notification that new medical information is available by accessing My Client Portal may be information that a patient or a proxy would not want others to know. I will take this into account when providing an email address.

I also acknowledge that if I send Lifeways an email communication, it may be shared with the Lifeways staff that assists the Lifeways provider in providing the patient's medical care. A patient's confidential medical information on My Client Portal will be accessible only to appropriate staff.

My Representations and Warranties

By using My Client Portal, I represent and warrant that:

1. I am 18 years of age or older or an emancipated minor;
2. I understand and agree that these Terms form a legally binding agreement;
3. I will use My Client Portal in a manner consistent with all laws and regulations and in accordance with the terms and conditions of the Terms;
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 Lifeways through My Client Portal;
6. I will not impersonate any person; and
7. I will not provide Lifeways with information that is false or misleading, or otherwise deceive Lifeways whether through action or omission.

Lifeways Rights

Lifeways reserves the following rights:

1. To terminate or suspend the account of anyone who violates the Terms;

2. To change or alter My Client Portal, the form and nature of My Client Portal or any services provided through My Client Portal;
3. To review, modify, filter, delete and remove any and all content and information from My Client Portal;
4. To cooperate with any law enforcement, court or government investigation or order requesting or directing Lifeways to disclose information or content or information that I provide or that is provided on my behalf, or if Lifeways decides that such disclosure is in its or its customers' best interests; and
5. To provide me with notices, including those regarding the Terms, by email, by postings to My Client Portal account or by other means.

I agree that the foregoing are rights of, but not obligations of, Lifeways and that Lifeways 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 Lifeways 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 My Client Portal. I understand that Lifeways 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 LIFEWAYS 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 MY CLIENT PORTAL; (2) ANY OTHER PRODUCTS, SERVICES OR INFORMATION OFFERED, SOLD OR DISPLAYED ON OR THROUGH MY CLIENT PORTAL; (3) MY USE OF, INABILITY TO USE OR RELIANCE ON MY CLIENT PORTAL AND/OR THE MATERIALS; (4) ERRORS, MISTAKES OR INACCURACIES IN THE MATERIALS OR INFORMATION PROVIDED ON OR THROUGH MY CLIENT PORTAL; (5) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE; (6) ANY UNAUTHORIZED ACCESS TO OR USE OF LIFEWAYS SECURE SERVERS AND/OR ANY AND ALL INFORMATION CONCERNING ME STORED THEREIN; (7) ANY INTERRUPTION OR CESSATION OF MY CLIENT PORTAL OR TRANSMISSIONS TO OR FROM MY CLIENT PORTAL (8) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH MY CLIENT PORTAL BY ANY THIRD PARTY; OR (9) ANY DECISION MADE OR ACTION TAKEN BY ME OR ANYONE ELSE BASED UPON INFORMATION CONTAINED OR PROVIDED ON OR THROUGH MY CLIENT PORTAL, REGARDLESS OF WHETHER LIFEWAYS 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 MY CLIENT PORTAL PROVIDED THROUGH OR ON MY CLIENT PORTAL IS TO STOP USING MY CLIENT PORTAL.

Termination -Without limiting its other remedies, Lifeways may issue a warning or temporarily suspend, indefinitely suspend or terminate the Terms and my access to My 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 of the Terms. Lifeways may take such actions without providing me prior notice at its sole discretion. Upon such violation, I agree to terminate access to My 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, then I understand that I can contact Lifeways at 541-889-9167.