

# CHI Terms and Conditions

## Patient Portal Requirements

### OneCare EHR Compliance

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**GO TO THE EMERGENCY ROOM OF A LOCAL HOSPITAL OR DIAL 911 IMMEDIATELY IN THE EVENT OF AN EMERGENCY.**

**THIS IS A CONTRACT BETWEEN YOU AND CHI**

**PLEASE READ THESE TERMS AND CONDITIONS (“Terms”) CAREFULLY. By accessing and using this website and any related mobile applications related to this website that are provided by of Catholic Health Initiatives, Inc. and its subsidiaries and affiliates (referred to as “CHI,” “us,” “our,” or “we”), you agree to be bound by these Terms. These Terms are between you (sometimes referred to as “you” or “your” or “your family”) and CHI. Remember that your use of the Service is at all times subject to the CHI [Privacy Policy](#), which incorporates these Terms. **Print or download a copy of these Terms for your records.****

Each affiliate of Catholic Health Initiatives, Inc. is owned and operated by a separate and distinct legal entity. You acknowledge and agree that, by accessing this website, these Terms create an agreement only between you and the individual affiliate, or subsidiary and you will not hold Catholic Health Initiatives, Inc. responsible for the actions of any affiliate, or subsidiary.

We may revise and update these Terms from time to time without prior notice to you and will post the updated Terms. ANY CHANGES TO THESE TERMS WILL APPLY IMMEDIATELY UPON POSTING. BY USING OR OTHERWISE ACCESSING THE SERVICE, POSTING, OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SERVICE, YOU HEREBY AGREE TO, AND SHALL BE SUBJECT TO, THESE TERMS AND ANY CHANGES TO THEM. YOU AGREE TO PERIODICALLY REVIEW THESE TERMS FOR SUCH CHANGES.

#### **DESCRIPTION OF MY ONECARE CHART SERVICE**

Catholic Health Initiatives, Inc. and its affiliates or subsidiaries who utilize electronic medical records systems, provide this My OneCare Chart website as a health management software tool to help you to collect and personalize yours and your family’s health information in one place. The Service, and CHI Content, such as text, graphics, images, audio and video files, user help files, health information, and other content are informational and for your convenience only.

The My OneCare Chart tool may include the availability of mobile applications (“**Mobile Apps**”) for you to download and use on handheld devices (“**Mobile Devices**”). This website and any Mobile Apps are referred to collectively as the My OneCare Chart “**Service**”. You certify that you are at least 18 years of age in order to request a user account for the Service.

If you need technical support for My OneCare Chart, do not share your password or personal health information with the technical staff. My OneCare Chart technical staff does not require access to your personal health information to provide technical support.

Our [Notice of Privacy Practices](#) and website [Privacy Policy](#) describe how CHI uses and discloses your health information, and how we collect and use your information generated from the Service. The information you upload or add into the Service is subject to federal, state, and local laws regulating the privacy, security, and confidentiality of health information. Your access to My OneCare Chart occurs through a secure, password protected web site. However, no information system can perfectly guard against the risks of intentional intrusion or inadvertent disclosure of information sent to us. When you use My OneCare Chart, information transmitted over the internet is beyond the control of CHI. Once information is received by us, your personal health information will be treated confidential and given the protections as set forth in the above privacy policies.

### **NO MEDICAL ADVICE**

You agree that our provision of any information from the Service does not constitute the practice of any medical, nursing, or other professional health care advice, diagnosis, or treatment. Physicians performing services at CHI are, in most cases, independent contractors and not employees, agents or representatives of CHI.

**DO NOT USE THE SERVICE OR ANYTHING YOU FIND ON OR THROUGH THE SERVICE AS A SUBSTITUTE FOR MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT.** You are responsible for evaluating specific health care providers, treatments, information, content, products, and services that may be available through the Service. **WE DO NOT MAKE ANY GUARANTEE ABOUT THE RELATIONSHIP BETWEEN YOU AND CHI OR ANY HEALTH CARE PROVIDER, OR WHETHER ANY INFORMATION, PRODUCTS, OR SERVICES YOU FIND ON OR THROUGH THE SERVICE WILL HELP YOU ACHIEVE THE RESULT(S) YOU WANT. DO NOT SEND US MEDICAL QUESTIONS. WE ARE NOT RESPONSIBLE IF YOU RELY ON ANY CONTENT THROUGH THE SERVICE.**

INFORMATION CONTAINED IN THE SERVICE IS INTENDED TO BE INFORMATIONAL ONLY. THE INFORMATION SHOULD NOT BE CONSIDERED COMPLETE, ACCURATE, OR ERROR-FREE, NOR SHOULD IT BE RELIED ON AS A COURSE OF TREATMENT FOR A PARTICULAR INDIVIDUAL. **IT SHOULD NOT BE USED IN PLACE OF A VISIT, CALL, CONSULTATION OR THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER.** INFORMATION INCLUDED IN THE SERVICE IS NOT EXHAUSTIVE AND DOES NOT COVER ALL DISEASES, AILMENTS, PHYSICAL CONDITIONS, OR THEIR TREATMENT.

**SHOULD YOU HAVE ANY HEALTH CARE RELATED QUESTIONS, CALL OR SEE YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER PROMPTLY. ALWAYS CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER BEFORE BEGINNING A NEW TREATMENT, DIET OR FITNESS PROGRAM. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU READ THROUGH THE SERVICE.**

THE INFORMATION CONTAINED IN THE SERVICE IS COMPILED FROM A VARIETY OF SOURCES ("**INFORMATION PROVIDERS**"). NEITHER CHI NOR INFORMATION PROVIDERS

DIRECTLY OR INDIRECTLY PRACTICE MEDICINE OR DISPENSE MEDICAL SERVICES AS PART OF THE SERVICE.

THE SERVICE MAY CONTAIN MATERIALS WHICH YOU FIND SEXUALLY EXPLICIT OR OTHERWISE OFFENSIVE. CHI ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS, AND USE OF THE SERVICE IS AT YOUR OWN RISK.

## **SURVEYS**

From time-to-time the Service may request information from you via surveys. Participation in these surveys is completely voluntary and you have a choice whether or not to disclose the requested information, which may include contact information (name and address) and demographic information (zip code and age level). Feedback collected by these surveys will be used for purposes of monitoring or improving use of the Service, and as specifically described in the survey itself. Personal information gathered from surveys will be protected as described in the CHI [Privacy Policy](#).

## **MOBILE DEVICES**

The Service may include the availability of Mobile Apps for you to download and use on a Mobile Device. Your contract with your mobile network provider ("**Mobile Provider**") will continue to apply when accessing or using the Service on your Mobile Device. You understand that your Mobile Provider may charge you fees for your use of its network connections while accessing or using the Service, for data downloading, e-mail, text messages, for roaming, and other Mobile Provider or third party charges. You understand that the Service is provided over the Internet and mobile networks, so the quality and availability of the Service may be affected by factors outside our control. We do not guarantee that the Service will be compatible or operate with your Mobile Provider's service plans, with any particular Mobile Device, or other piece of hardware, software, equipment, or device you install on or use with your Mobile Device. We are not responsible if the Service are unavailable or if you cannot download or access the content on or through the Service, for any compatibility or interoperability issues, or for any communication system failure which may result in the Service being unavailable.

## **OVERVIEW OF CONTENT ON THE SERVICE**

The Service contains postings, text, images, messages, files, and other information and materials for download and viewing by individual Users ("**Users**") of the Service, made available by CHI and by advertisers, sponsors and other content contributors ("**Content Contributors**"). Portions of the Service authored by CHI or its authorized agents, contractors, and employees are referred to as "**CHI Content**." Portions of the Service authored by Users are referred to as "**User Content**." Portions of the Service authored by other Content Contributors are referred to as "**Third Party Content**."

### **Use and Accuracy of CHI Content**

All CHI Content in the Service is protected by federal and international copyright and intellectual property laws and is the property of CHI or its suppliers. No portion of the CHI Content may be reprinted, republished, modified, reproduced, or distributed in any form without the express written permission of CHI.

You may view or download CHI Content for your own personal use. You must keep intact any notices, including copyright notices, contained on any downloaded CHI Content and you must comply with any

applicable end user license agreements. With respect to CHI Content, any rights not expressly granted by these Terms or any applicable end user license agreements are reserved by CHI.

Although CHI attempts to ensure the accurateness of the CHI Content, it makes no guarantees whatsoever as to their correctness or accuracy. It is possible that the CHI Content could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to CHI Content by third parties. In the event that an inaccuracy arises, please inform CHI so that it can be addressed. Information contained through the Service may be changed or updated without notice.

### **Use of User Content and Third Party Content**

All User Content and Third Party Content in the Service are the responsibility of their respective owners. CHI is not responsible for User Content and Third Party Content, and the views and opinions expressed in User Content and Third Party Content are not necessarily those of CHI. CHI cannot, and does not, review User Content or Third Party Content before they are made accessible through the Service. Nevertheless, please be advised that User Content and Third Party Content may be protected by federal and international copyright or other laws, and your right to reprint, republish, modify, reproduce, or distribute User Content or Third Party Content may be limited accordingly.

### **YOUR USER ACCOUNT**

If you are permitted to and choose to create an account with the Service, you agree to provide your name and other information requested in the account registration process. You can add personal information into your User account profile, including your personal health information, but the inclusion of your personal health information is not required. If you add personal information into your profile, the information stays there until you change or remove it. You are the only person authorized to access and use your account. You will not give your username, password, or any other account information to a third party. You must immediately notify us of any known or suspected unauthorized use of your account or any known or suspected breach of security, including, but not limited to loss, theft, or unauthorized disclosure of your password. **YOU ARE RESPONSIBLE FOR ALL ACTIVITY ON YOUR ACCOUNT.** Any fraudulent, misleading, abusive, or illegal activity may be grounds for termination of your account at our sole discretion and we may refer you to appropriate law enforcement agencies.

Federal and state law protects certain sensitive medical information of a minor child that parents are not permitted to view without the minor child's consent. Thus when a child reaches a certain age (based on your state law, which may be as young as age 12) parental restrictions will be placed on accessing your child's personal health information. Parents and legal guardians may request proxy access to the minor child's personal health information; however the minor child must sign the proxy authorization form granting their parent's permission to access the minor child's information.

Proxy access is available to an individual who has parental rights, legal guardianship, or acts as the personal representative of the individual the proxy is requesting access. Proxy access will be granted to an individual who provides sufficient documentation that establishes the legal relationship between the requester and the individual. You may request proxy access by contacting the healthcare provider or the Health Information department at the hospital where care was provided to the individual.

### **Your Content**

Any change or update made to your account information, and all other postings, text, images, messages, files, and/or other materials you post, transmit through, or link to the Service (collectively, "**Your Content**") are your sole responsibility. CHI and the Service merely provide a means for the transmission

and dissemination of Your Content. YOU AGREE THAT YOU WILL EVALUATE AND BEAR ALL RISK RELATED TO THE USE OF OR ANY ACTIVITIES ASSOCIATED WITH ANY OF YOUR CONTENT. THE RESULTS OF ANY ACTIONS YOU TAKE BASED ON YOUR CONTENT OR OTHER CONTENT YOU FIND THROUGH THE SERVICE ARE SOLELY YOUR RESPONSIBILITY. Under no circumstances will we be liable in any way for Your Content or for any loss or damage of any kind resulting from Your Content.

We do not pre-screen or approve Your Content and we have no obligation to monitor Your Content. However, we reserve the right to review, modify, monitor, distribute, refuse to post, or delete any of Your Content at our sole discretion. We reserve the right at all times and in our sole discretion to disclose any information we believe necessary to satisfy any law, regulation, legal process, or governmental request.

By uploading, transmitting, or posting Your Content, you grant to us a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, edit, publish, post, transmit, and distribute Your Content in whole or in part.

### **Your Responsibilities**

You agree that when using the Service, you will not:

1. Delete, hack, or attempt to change or alter any content or notices;
2. Use any device, software, or routine intended to damage or interfere with the proper functioning of the Service, servers, or networks connected to the Service, or take any other action that interferes with any other person's use of the Service;
3. Use any automatic or manual device or process to harvest or compile information from the Service for any reason;
4. Copy, modify, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which the Service is based;
5. Introduce into the Service any malicious or intentionally destructive software routines designed to permit unauthorized access to disable, erase, or otherwise harm the Service or any content contained in the Service;
6. Introduce into the Service any software routine designed to disable a computer program automatically, with the passage of time, or under the positive control of an unauthorized person;
7. Use any content made available through the Service in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party;
8. Attempt to access any other person's information;
9. Post, upload, or transmit photos or video of any third party without express, written permission. By uploading, transmitting, or posting any photo or video on or through the Service, you represent and warrant that you have express, written permission from all persons appearing in the media for all potential uses by the Service or CHI of such media;
10. Send any chain letters, junk mail, unauthorized e-mail, or advertisements;
11. Encourage any illegal activities, or post anything that is obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity;
12. Decrypt, transfer, frame, display, or translate any part of the Service;
13. Use the information in the Service to create or sell a similar service or similar information.

### **Deactivation of Your Account**

We may modify, suspend, or close your account or otherwise stop providing any part of the Service, either in whole or in part, at any time and for any reason. We will not be liable to you or any third party for suspension or termination of the Service or your account. You will not be able to access any information in

your account once your access has been suspended or terminated or the Service itself has been shut down. **YOU ARE RESPONSIBLE FOR MAKING SURE YOUR CONTENT AND OTHER INFORMATION YOU DESIRE IS PROPERLY BACKED UP SO YOU HAVE ACCESS TO IT IN THE EVENT OF LOSS, CORRUPTION, OR CESSATION OF THE SERVICE, OR TERMINATION OR SUSPENSION OF YOUR ACCOUNT.** WE DO NOT EXPORT YOUR CONTENT, YOUR INFORMATION, OR OTHER DATA DURING YOUR USE OF THE SERVICE, OR PROVIDE YOUR CONTENT, INFORMATION, OR OTHER DATA TO YOU WHEN YOUR ACCOUNT IS CLOSED.

### **YOUR INDEMNIFICATION OF CHI**

You agree to defend, indemnify and hold harmless CHI, our officers, members, directors, employees and agents, from and against any and all claims, liabilities, damages, losses or expenses, including attorney's fees and costs and expenses, arising out of or in any way connected with (a) your access to or use of all or part of the Service; (b) any personal information you provide to the Service; (c) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations within these Terms; (d) your infringement or misappropriation of any intellectual property or other rights of CHI or third parties by you; or (e) any negligence or willful misconduct by you.

### **NO WARRANTY**

THE SERVICE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED IN THE SERVICE, ARE PROVIDED "AS IS," WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. STATEMENTS OUTSIDE THE TERMS, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, IS NOT A WARRANTY OR PROMISE BY US, AND WE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH STATEMENTS. WE HAVE NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY COMMUNICATION, INFORMATION, OR YOUR CONTENT. **YOU ASSUME COMPLETE AND TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE AND ANY LINKED WEBSITES.**

Some jurisdictions do not allow the disclaimer of warranties, so such disclaimers and exclusions may not apply to you.

### **LIMITATIONS OF LIABILITY**

NEITHER WE NOR OUR SPONSORS ARE RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE, THE CONTENT OR INFORMATION CONTAINED IN THE SERVICE OR ANY LINKED WEBSITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION WITH THE SERVICE, THE CONTENT OR INFORMATION, OR ANY LINKED WEBSITES IS TO STOP USING THE SERVICE, THE CONTENT OR INFORMATION, OR LINKED WEBSITES.

**IF WE ARE FOUND TO BE LIABLE DESPITE THE LIMITATIONS ABOVE, IN NO EVENT SHALL CHI BE LIABLE FOR ANY DAMAGES RELATING TO THIS AGREEMENT GREATER**

**THAN ONE THOUSAND U.S. DOLLARS (\$1000), TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.**

Some jurisdictions do not allow certain limitations of liability, so the above limitations may not apply to you.

### **TRADEMARK NOTICE**

The Service include numerous trademarks and service marks that are the property of CHI, such as "CATHOLIC HEALTH INITIATIVES," "A SPIRIT OF INNOVATION", "A LEGACY OF CARE," and "MY ONECARE CHART." Other trademarks, service marks, and logos used in connection with the Service are the trademarks, service marks, or logos of third parties.

### **INFRINGEMENT**

It is CHI's policy to respect the intellectual property of others and to respond quickly to notices of alleged infringement. CHI will terminate the access of all Users who infringe the intellectual property rights of others. Likewise, any apparent infringement of CHI's intellectual property rights by one of a User will result in the immediate termination of that User's access to the Service.

If CHI removes or disables access to User Content or Third Party Content according to these Terms, CHI may, in its discretion, provide the Content Contributor with a copy of the notification which prompted removal or disabled access to the User Content or Third Party Content. However, CHI reserves the right to withhold access to and/or not replace the User Content or Third Party Content unless ordered to do so by a court or other tribunal of competent jurisdiction.

### **OTHER WEBSITES**

CHI makes no representations whatsoever about any other website that you may access through the Service. When you access a non-CHI website, please understand that it is independent from CHI, and that CHI has no control over the content on that website. In addition, a link to a non-CHI website does not mean that CHI endorses or accepts any responsibility for the content, or the use, of the linked website. You must ensure that whatever you select for your use or download from that website is free of items such as viruses, worms, trojan horses, and other items of a destructive nature, and that such use or download complies with copyright and other applicable laws.

### **OUR COMMUNICATIONS**

The e-mail address you provide during the Site registration process will be the e-mail address we will use for all Site-related communications to you. We may also send you messages via your account of the Site. It is your responsibility to monitor these messages and respond in an appropriate manner. Our Service may contain links or forms that can be used to contact us so you can comment, make a complaint, make suggestions, and ask questions. You represent and warrant that any information you enter into the Service is correct and applies only to you and that you will keep your e-mail address and other information about you in your account up-to-date.

You can contact us through your account or by e-mail. Unless you tell us otherwise, or the law requires otherwise, you agree to receive all communications from us by e-mail or by our posting notices to your account. You agree that you are able to print the communications for your records. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be

in writing. You may choose to get legal notices in paper form through the mail if you tell us you do not want legal notices sent electronically. If you choose to paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically. To tell us you do not want legal notices sent electronically, and for any other notices under this Agreement, send the notice in writing and by certified and registered mail to:

Catholic Health Initiatives Marketing and Communications Department  
198 Inverness Drive  
West Englewood, CO 80112

### **CHOICE OF LAW AND VENUE**

#### **THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS BY USING OUR SERVICE.**

These Terms are entered into in the State of Colorado, U.S.A., and are governed by the laws of the State of Colorado, U.S.A., exclusive of its choice of law rules. **YOU AND WE EACH AGREE TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN THE COUNTY OF DENVER IN THE STATE OF COLORADO, U.S.A., FOR ALL DISPUTES RELATING TO THESE TERMS. EACH PARTY WAIVES ANY JURISDICTIONAL, VENUE, OR INCONVENIENT FORUM OBJECTIONS TO SUCH COURTS.** In any action to enforce these Terms, the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

### **ENTIRE AGREEMENT**

Except as expressly stated elsewhere in these Terms, these Terms constitute the entire agreement between CHI and you pertaining to the subject matter described in these Terms. Your use of the Service and any Site-related Services is also subject to our [Privacy Policy](#). If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.

### **USERS FROM OUTSIDE THE UNITED STATES**

The Service is governed by United States law. If you are using the Service from outside the United States, please be aware that your information may be transferred to, stored and processed in the United States or other countries, depending on the location of the servers of CHI or our suppliers. The laws of the United States and other countries might not be as comprehensive as those in your country. By using the Service, you consent to your information being transferred to our facilities and to the facilities of those third parties with whom we share it as described in our [Privacy Policy](#).

**USE OF OUR SERVICE AND ANY RELATED SERVICES ARE SUBJECT TO YOUR COMPLIANCE WITH THE TERMS SET FORTH ABOVE. PLEASE READ THIS INFORMATION CAREFULLY. YOUR CONTINUED USE OF OUR SERVICE INDICATES YOUR AGREEMENT TO BE BOUND BY THE TERMS SET FORTH ABOVE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, PROMPTLY EXIT THE SITE.**