

Lawrence + Memorial Patient Portal Terms and Conditions of Use

FOR ALL MEDICAL EMERGENCIES, PLEASE CALL 911

Welcome to the Lawrence + Memorial Patient Portal - L+M Health e-Connect

The Lawrence + Memorial Patient Portal (the “Portal”) , **L+M Health e-Connect**, is a website that provides patients of Lawrence + Memorial Hospital (“L+M”) and the Lawrence + Memorial Medical Group (“LMMG”) with secure web-based access to portions of their medical record from L+M Hospital and/or L+M Medical Group, if applicable. The Portal may also be used to communicate with certain members of the staff at L+M Hospital and the L+M Medical Group.

Agreement

To access and use the Portal, you must agree to adhere to and be bound by all of the guidelines, terms and conditions of this Terms and Conditions of Use (this “Agreement”). It is important to review this site because we may periodically modify the Agreement at any time. You agree that all such modifications of the terms are effective and binding upon you immediately upon posting of the modified version to the Portal.

Guidelines, Terms and Conditions of Use

1. Provision of Services

The Portal is provided for the use of our patients free of charge. Should such a charge ever be introduced by Lawrence + Memorial in the future, you will be notified in advance and you will have an opportunity to discontinue your use of the Portal.

Lawrence + Memorial reserves the right to change or modify the Portal, suspend or terminate the Portal, or suspend or terminate your access to and use of the Portal, at any time.

2. Privacy and Security

The Portal is an Internet application that enables patients to have web-based access to portions of their electronic medical record and allows electronic messaging with certain members of the staff at L+M and LMMG. Messages you send or receive through the Portal may be made part of your medical record. Once made a part of your medical record, those messages will be accessible to current and future staff members from L+M and/or LMMG that are involved in your care. If it is not made part of your medical record, the messages you send or receive may or may not be retained.

Lawrence + Memorial is committed to complying with all federal and state laws and regulations concerning the confidentiality of protected health information. L+M and LMMG may use or disclose data entered into or maintained by the Portal in accordance with applicable law and the Notice of Privacy Practices of L+M and LMMG. The Notice of Privacy Practices can be found at: <http://www.lmhospital.org/privacy-policy.aspx> and <http://www.lmphysicians.org/forms>.

You must select a confidential user name and password to access the Portal. You must keep that username and password confidential and not share your username or password with any other person. Please note that if you share your username and password with another person, that person will be able to access your protected health information. If you believe your password has been compromised or taken

without your permission, please change to a new password by following the instructions described in the Portal.

3. Use Guidelines

You understand that the Portal provides you with online access to copies of portions of your electronic medical record from L+M or LMMG. You agree that L+M, LMMG and its affiliates are not responsible for any disclosures that you intentionally or unintentionally make to third parties. You understand that not all of your medical record from L+M and/or LMMG may appear on the Portal. You also understand that any information posted to the Portal may be viewable through the regular electronic medical record system at L+M or LMMG.

You agree that this Portal is being made available for your personal use only related to your health care and that you will not post any offensive or inappropriate material on the Portal.

You understand that messages sent through the Portal may not be immediately reviewed by L+M or LMMG staff and that not all messages will receive a response. **YOU AGREE TO NEVER SEND ANY MESSAGES REQUIRING URGENT ATTENTION USING THE PORTAL.** If you have an urgent problem, you should call 911.

You also understand that the Portal **IS NOT A SUBSTITUTE FOR YOUR USUAL COMMUNICATION WITH THE HOSPITAL, YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER.** If you are not feeling well, do not wait for a response via the Portal.

4. Terms and Conditions

All content included on the web sites of L+M and LMMG, including but not limited to text, photographs, graphics, icon buttons, images, artwork, names, logos, trademarks, service marks and data (“Content”) in any form including compilations, are protected by U.S. and international copyright laws. Except as set forth below, direct or indirect reproduction of the Content in whole or in part by any means is prohibited without the express written consent of L+M or LMMG.

The Portal uses encryption software and other security measures. However, no system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information. When using the Portal, information may be transmitted over a medium that is beyond the control of L+M, LMMG and its contractors. **YOU HEREBY EXPRESSLY ASSUME THE SOLE RISK OF ANY UNAUTHORIZED INTENTIONAL INTRUSION OR ACCESS, OR OF ANY DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THIS SERVICE.** Once the information is received by L+M or LMMG, your medical information will be treated as confidential and given the same protection as other medical records.

The Portal may contain links to websites operated by third parties. Any such links are provided for your convenience only. L+M and LMMG do not control such web sites, and is not responsible for the content or performance of those sites. The inclusion of links to other websites does not imply any endorsement of the material on the websites or the operators of the website or any association with the operators. Accessing and using other websites is strictly at your own risk. You are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the other websites.

The Portal may contain information provided by third parties, and in such case, L+M and LMMG will make best efforts to identify such information as provided by third parties. L+M and LMMG disclaim

any responsibility for or liability related to such third-party material. Any questions, complaints, or claims related to any product or service should be directed to the appropriate third party.

THE PORTAL IS PROVIDED BY L+M AND LMMG ON AN “AS IS” BASIS. L+M AND LMMG MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PORTAL, OR THE CONTENT, PRODUCTS, OR SERVICES INCLUDED THEREIN. L+M AND LMMG DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE PORTAL AT THE TIME OF YOUR CHOOSING. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, L+M AND LMMG DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND/OR INFRINGEMENT.

Acknowledgement

By registering and creating an account with RelayHealth, you acknowledge that you have read and fully understand this Agreement. You acknowledge that using the patient portal is entirely voluntary and will not affect the quality of care you receive from Lawrence + Memorial Hospital and the Lawrence + Memorial Medical Group should you decide against using the Portal. In addition, you agree to adhere to the guidelines, terms and conditions set forth herein, as well as any other instructions or guidelines that Lawrence + Memorial Hospital and the Lawrence + Memorial Medical Group may impose for use of the Portal.

L+M Medical Group, Lawrence + Memorial Hospital and Westerly Hospital are independent affiliates of the L+M Healthcare system.