



NORTHSIDE HOSPITAL

Important Information Regarding your Patient Portal (the “Patient Portal”): By accessing the Patient Portal, you understand that the Patient Portal is NOT to be used for urgent or emergency situations and should be limited to non-emergency communications and requests. In case of an emergency, call 911 or go to the nearest emergency room.

These terms and conditions (these “Terms”) apply to your use of the Patient Portal provided by Northside Hospital, Inc. on behalf of its providers and provider practices (collectively “Northside”, “our”, or “we”).

By clicking “I Agree” below or using the Patient Portal, you acknowledge that you understand and agree to these Terms. You understand that these Terms may change periodically. All such changes will take effect immediately upon posting on our website. If you do not agree to these Terms, you should not use the Patient Portal.

If you have an emergency medical condition (including but not limited to difficulty breathing, shortness of breath, wheezing, throat closing, tongue swelling, chest tightness, chest pain, or increased heart rate) **YOU SHOULD CALL 911**. Do **NOT** leave a message on the Patient Portal.

You may leave a non-urgent message on the Patient Portal. The Patient Portal is not intended to replace an office visit. Please do not send messages through the Patient Portal that require immediate medical attention. You will generally receive a response to your non-urgent message within 48 hours on weekdays or on a Monday after a weekend. If you **DO NOT** receive a response within 72 hours, you should contact the practice. You agree not to hold Northside liable for any delays or failure to respond to Patient Portal requests or messages.

Response time may be longer or the Patient Portal may not be available to you if the Patient Portal undergoes maintenance, upgrades, or emergency repairs. You agree not to hold Northside liable for unavailability of the Patient Portal.

The messages that we send you using the Patient Portal may contain information that is important to your health and medical care, and it is your responsibility to monitor these messages. Northside will not be liable for any loss, injury or claims of any kind resulting from Patient Portal messages that you fail to read in a timely manner. In addition, the Patient Portal may include information in the form of news, opinions, general educational materials or links to third party websites that should not be construed as specific medical or any other health care advice, diagnosis, or treatment. All such content is for informational purposes only. Northside does not endorse and has not verified the accuracy of the information in/on these websites, and you should not rely on any of the information found on these third party websites for purposes of treatment or diagnosis.

You should consult your doctor or other qualified health care provider if you have any questions regarding a medical condition or before you commence or discontinue any course of treatment, take any drug, or make any changes to your diet. You should not ignore or delay obtaining medical or other health care advice because of information accessed through the Patient Portal. You should call your doctor or other qualified health care provider immediately if you think you may have a medical emergency.

The Patient Portal is provided as a courtesy to our patients. Northside reserves the right at any time and from time to time to modify or discontinue the Patient Portal, or any part thereof, temporarily or permanently with or without notice.

To help ensure that the Patient Portal remains secure, we need to have your current (private) email address and be informed if it ever changes. Please be aware that you will be notified via e-mail when there is new medical information to be viewed on the Patient Portal. This means that any person with access to your e-mail will be able to see this notification. Please take this into account when providing an e-mail address.

Keep your Patient Portal user ID and password secure so that only you, or someone authorized by you, can gain access to your patient information. You represent and warrant that all information you provide or supply to the Patient Portal, including without limitation, your registration information, is accurate and complete. Please note that if you share your Patient Portal user name and password with anyone, this will allow others to see your health information. You are responsible for the security of your password(s) and for authorizing, monitoring, and controlling any access and use of your account and password(s). Accordingly, you agree that Northside has no responsibility concerning any breach of your health information due to your failure to comply with these Terms including sharing or losing your user name and password.

Communication via the Patient Portal may be included in your permanent medical record. We strongly recommend that confidential issues, such as HIV/AIDS, mental health or chemical dependency matters NOT be addressed via e-mail or Patient Portal messages. Please call your provider's office directly for questions of this nature.

By using the Portal, you understand that use of the internet presents inherent security risks. We review our security practices on a regular basis to help ensure that your data is maintained securely. However, no system can completely guard against all risks of intentional intrusion or inadvertent disclosure of information. Moreover, when you transmit information via the internet, your transmission may be compromised before it reaches us. Accordingly, Northside makes no guarantee as to the confidentiality or security of the data you submit or transmit via the internet, including while using the Patient Portal. In addition, if you decide to connect your health record to the third-party app of your choice, please be advised that the app is in no way endorsed by or affiliated with Northside. When you connect your health record to the app of your choice or elect to transmit your health record outside of our medical record system, Northside is then no longer managing the security and use of your data and you are responsible for protecting that data, which may no longer be secure. Northside encourages patients to always consider the protection of your personal data and read in full all privacy policies and terms of use to ensure you manage your data appropriately as sharing your information cannot be undone. You hereby expressly and fully assume the risk of any unauthorized disclosure or intentional intrusion, or of any delay, failure, interruption or corruption of data or other information transmitted in connection with your use of the Patient Portal. You assume the sole risk of transmitting your information as it relates to the uses of the Patient Portal and for any data corruptions, intentional interceptions, intrusions or unauthorized access to information, or of any delays, interruptions to, or failures preventing the use of the Patient Portal. You further agree to hold Northside harmless from any and all liability and/or damages related to

your use of the Patient Portal, including but not limited to information lost due to technical failure.

We do not knowingly allow patients under the age of 18 to create accounts that allow access to the secured features of the Patient Portal. A parent or legal guardian of a minor patient may request proxy access to another individual's Patient Portal account in certain circumstances. Such access will only be granted if the person requesting proxy access can demonstrate the legal right to the account holder's medical information. If the proxy's legal relationship with the account holder changes, the proxy must inform Northside immediately. Northside reserves the right to revoke proxy access at any time for any reason.

The invalidity of any provision(s) or portions of provision(s) of these Terms shall not affect any other provision(s) or portions thereof. In the event that one or more provisions (or portions thereof) of these Terms are declared legally invalid, the remainder of these Terms shall remain in full force and effect. Changes in the law affecting these Terms shall be deemed automatically incorporated upon the effective date of such change.

These Terms shall be interpreted and construed in accordance with the laws of the State of Georgia, USA. Any and all claims, controversies, and causes of action relating to or arising out of these Terms or the breach thereof, whether sounding in contract, tort or otherwise, shall be governed by the laws of the State of Georgia, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction. You hereby irrevocably and unconditionally: (i) consent to the exclusive jurisdiction of the courts sitting in Fulton County, Georgia for any proceeding arising in connection with these Terms and you agree not to commence any such proceeding except in such courts, and (ii) waive any objection to the laying of venue of any such proceeding in the foregoing courts.