

## End User Terms of Use Agreement

### PLEASE READ THIS TERM OF USE AGREEMENT CAREFULLY BEFORE USING THIS SITE OR THE SBL PATIENT PORTAL SERVICE.

Sarah Bush Lincoln Health System ("SBLHS," "Patient Portal", "we," "us," "our") provides this web site (the "Site") and the personal health data viewing and reporting services (collectively, the "Service") subject to your compliance with the terms and conditions set forth in this agreement (the "Agreement"). This Agreement governs the relationship between SBLHS and you, the Site visitor, with respect to your use of the Service.

It is important that you read carefully and understand the terms and conditions of this Agreement and the SBLHS policy regarding the collection of information about you, which is located at [https://www.sarahbush.org/priv\\_pol.htm](https://www.sarahbush.org/priv_pol.htm) (the "Privacy Policy"). Please note that by visiting the Site and using the Service, you are deemed to have accepted the terms and conditions of this Agreement and the Privacy Policy.

We reserve the right at any time to:

- Change the terms and conditions of this Agreement;
- Change the Site or the Service, including eliminating or discontinuing any feature of the Service or any content on the Site; or
- Change any fees or charges for use of the Site and the Service.

Any changes we make will be effective immediately upon notice, which we will provide by means including, without limitation, posting on the Site. Your continued use of the Service following such changes will be deemed acceptance of such changes. You agree to the receipt of notices of amendments and modifications to this Agreement. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement. Upon our request, you agree to sign a non-electronic version of this Agreement.

### 1. Registration

You agree to use this Site and submit information at your own risk. If SBLHS issues you a User-ID, account, login, password, personal identification number or other user identification or authentication feature to access the Site, such features are for your use only and may not be transferred or shared with any other party, temporarily or permanently. You bear sole responsibility for all use of such features and for the confidentiality of your password to any Patient Portal account.

### 2. Code of Conduct

While using the Site and the Service, you agree not to:

- Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Use the Site or Service for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or Service;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site or Service;
- "Frame" or "mirror" any part of the Site without our prior written authorization;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents; or
- Harvest or collect information about Site visitors or members without their express consent.

While using the Site or the Service, you agree to comply with all applicable laws, rules and regulations.

### **3. Links**

The Site contains links to other Internet web sites which may or may not be owned or operated by SBLHS. SBLHS has not reviewed all of the web sites that are linked to the Site, and SBLHS has no control over such sites. Unless otherwise explicitly stated, SBLHS is not responsible for the content of such web sites, any updates or changes to such sites, or the privacy or other practices of such sites, and the fact that SBLHS offers such links does not indicate any approval or endorsement of any material contained on any linked site. SBLHS is providing these links to you only as a convenience. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any linked site. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of such items as viruses, worms, Trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

#### **4. Access by Minors**

Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

**Minor Eligibility** – An individual must be age 18 or older to request a personal account unless an emancipated minor. Parents or guardians of minor children may request access to the minor child's account by following the terms outlined in the "Proxy Access" section of this Terms and Conditions statement. Minor children between the ages of 12 and 17 (inclusive) will not be eligible to participate in *SBL Portal* services. Under State and Federal law, there are certain types of medical information that the parent or guardian of a minor patient age 12 and older may not view without consent of the minor patient. Because of these requirements, we cannot offer services to parents of minor patients in this age category. Thus, when a minor patient reaches age 12, restrictions will be placed on *SBL Portal* access until he/she reaches age 18 and he/she reapplies for access.

**Emancipated Minors** – With proof of status, emancipated minors will be treated as individuals 18 years or older (adults).

#### **5. Termination**

This Agreement shall remain effective until terminated in accordance with its terms. Either party may terminate this Agreement immediately upon notice to the other party. In addition, we reserve the right to immediately terminate this Agreement, and/or your access to and use of the Service or any portion of the Site, at any time and for any reason, with or without cause. Upon termination of this Agreement by either party, your right to use the Site shall immediately cease.

#### **6. Disclaimers**

The site, the service on the site, and any product or service obtained through the site are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, SBLHS and its affiliates, licensors, suppliers, advertisers, sponsors and agents disclaim all warranties, express or implied, including, without limitation, implied warranties of title, non-infringement, accuracy, merchantability, and fitness for a particular purpose, and any warranties that may arise from course of dealing, course of performance or usage of trade. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

SBLHS and its affiliates, licensors, suppliers, advertisers, sponsors and agents do not warrant that your use of the site or the service will be uninterrupted, error-free or secure, that defects will be corrected, or that the site or the server(s) on which the site is hosted are free of viruses or other harmful components.

You acknowledge that you are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the site, and all charges related thereto. You assume all responsibility and risk for your use of the site and the service and your reliance thereon. No opinion, advice or statement of SBLHS or its affiliates, licensors, suppliers, advertisers, sponsors, agents, members or visitors, whether made on the site or otherwise, shall create any warranty. Your use of the site and any service rendered through the site are entirely at your own risk.

Although we attempt to ensure the integrity of the Site, we make no guarantees as to the Site's completeness or correctness. In the event that a situation arises in which the Site's completeness or correctness is in question, please contact us with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable.

In addition, the SBL Patient Portal information and the Service should not be construed as medical or other professional advice on any subject matter.

The Sarah Bush Lincoln Patient Portal is not engaged in rendering medical or other professional services, and the availability or use of the Services is not intended to create, and does not create, any medical or other professional services relationship. Use of the Service is not an adequate substitute for obtaining medical or other professional advice from a licensed provider in your jurisdiction. You agree you will not act or refrain from acting based on any of the Service without first seeking the services of a competent professional.

## **7. Limitation of Liability**

Neither SBLHS nor any of our affiliates, licensors, suppliers, advertisers or sponsors, nor our or their directors, officers, employees, consultants, agents or other representatives, are responsible or liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages (including, without limitation, damages for loss of business, loss of data or lost profits), under any contract, negligence, strict liability or other theory arising out of or relating in any way to the site and/or the service accessed or contained on the site, any linked site or any product or service purchased through the site. Your sole remedy for dissatisfaction with the site, services or any linked site is to stop using the site, services or linked site, as applicable. The sole and exclusive maximum liability to SBLHS for all damages, losses and causes of action, whether in contract, tort (including, without limitation, negligence) or otherwise, shall be the total amount paid by you, if any, to access the site. Some states do not allow the

exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **8. Indemnification**

You agree to indemnify, defend and hold SBLHS, our affiliates, licensors, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, including any violation of the Code of Conduct, above; and/or (b) your activities in connection with the Site and/or the Service.

## **9. Privacy; Protection of Personal Information**

SBLHS's use of your personal information and your responsibilities in connection with protecting your privacy are described in SBLHS's Privacy Policy, which is incorporated by reference into these Terms of Use.

## **10. Compliance**

The owner of this Site is based in the State of Illinois, USA. SBLHS makes no representation that materials in this Site are appropriate or available for use in other locations. If you access the Site from other locations, you are responsible for complying with local laws.

## **11. Copyrights and Other Rights**

The contents on our Site, and the rights thereto, are owned or duly licensed to SBLHS. Any unauthorized use or copying of the information on our Site is strictly prohibited without the express written permission of SBLHS.

## **12. Trademarks**

Any and all trademarks and service marks appearing on our Site are registered trademarks owned by, or duly licensed to, SBLHS or any of its affiliates, as well as its business partners. Any unauthorized use of these trademarks is strictly prohibited without the express written permission of SBLHS.

## **13. Questions**

The Site is provided by SBLHS. If you have any questions, comments or complaints regarding this Agreement or the Site, feel free to contact us.

## **14. No Waiver**

SBLHS shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## 15. Miscellaneous

This Agreement is governed by and construed in accordance with the laws of the State of Illinois, United States of America, without regards to its principles of conflicts of law. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us with respect to such subject matter. This Agreement is not assignable, transferable or sublicenseable by you except with SBLHS's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

This is a legal agreement between you, the end user, and SBL. By checking yes and signing the agreement, you agree to be bound by the terms of this agreement as outlined in this document. If you check the box no, meaning you do not accept the terms of the agreement, you will not be given permission to access your personal, electronic health information via the SBL portal.

I accept the terms of this agreement

I do not accept the terms of this agreement

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Signature

Date

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Witness (SBL staff member)

Date