

Terms and Conditions

Northwest Community Healthcare ("NCH") is pleased to offer you information via a web-based portal to certain information contained in our computer system called NCH MyChart. If you are interested in participating in this service, please read, sign and return this consent form indicating that you have read this Terms & Conditions Statement and agree to it. NCH is comprised of Northwest Community Hospital, Northwest Community Day Surgery Center, and Northwest Community Medical Group. We think it is important for you to know how we handle information we communicate via the Internet. This Terms & Conditions statement outlines NCH's practices and our sensitivity to your right to privacy. NCH reserves the right to revoke access of NCH MyChart at any time for abusive use of the system, or use of the system in violation of the Terms and Conditions set forth below. If you disagree with these Terms and Conditions of Use or any part of these Terms and Conditions of Use, you must not use NCH MyChart.

Acceptable Use - By accessing NCH MyChart you agree not to use NCH MyChart: (1) in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; (2) in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity, or (3) in any way that violates the NCH MyChart software license held by NCH. You agree to only access information contained in NCH related to you or an individual who has executed and returned to NCH an NCH MyChart Authorization that names you as an authorized user.

Response to Electronic Communication - NCH will make its best effort to provide a timely response to electronic inquiries. In some cases, the clinic staff that needs to respond to an electronic inquiry or other communication may not be immediately available, so a patient should allow at least 24 business hours for a response. Accordingly, emergency situations requiring immediate attention should not be submitted electronically and the patient should contact 911 immediately. Furthermore, with respect to any electronic communications sent by the patient, NCH is only able to respond to such communications based on the information provided by the patient. If there is insufficient information provided, NCH will be unable to provide accurate and reliable services.

Website Links - NCH MyChart may offer links to related medical websites not managed by NCH. These website link(s) are for a patient's informational purposes only and should not be considered medical advice. NCH 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 the websites for purposes of treatment or diagnosis. NCH is not responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any matter associated with the linked site, including without limitation, the content provided on or through any such linked site or your reliance thereon. NCH MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT

TO ANY LINKED SITE. YOUR USE OF ANY LINKED SITE IS SOLELY AT YOUR OWN RISK. In addition, you should be aware that your use of any linked site is subject to the terms and conditions applicable to that site, including the privacy policies (or lack thereof) of such site.

NCH Privacy Policy - Our Privacy Policy may be viewed at [Privacy Policy](#). The terms and conditions of the Privacy Policy are hereby incorporated by reference herein.

E-mail Privacy - Patients who are users of NCH MyChart should be aware that they will be notified via e-mail when there is new medical information to be viewed on NCH Mychart. This means that any person with access to a patient's e-mail will be able to see this notification. This could include the patient's spouse, employer or anyone else that can access a patient's e-mail account. Although no private medical information will be sent, the notification that new medical information is available by accessing NCH MyChart may be information that a patient would not want others to know. Thus, patients should take this into account when providing an e-mail address. Please know that if you send us an e-mail communication, it may be shared with the NCH clinical staff that assists the physician in providing the patient's medical care. A patient's confidential medical information on NCH MyChart will be accessible only to appropriate NCH clinical staff.

Security and Confidentiality - NCH affords the same degree of confidentiality to medical information stored on NCH MyChart as is given to medical information stored by NCH in any other medium. NCH is committed to protecting the confidentiality of your medical information. We limit NCH employees' access and ability to enter or view information based upon their role in your care. Firewalls, passwords, encryption, and audit trails are further used to safeguard your information. NCH shall identify the records released and note the time and date of access each time a patient accesses NCH MyChart. NCH has taken steps to make all information received from our online visitors as secure as possible against unauthorized access and use. For other than general information viewing, NCH MyChart must be accessed with a Secure Sockets Layer (SSL) compatible browser. Our SSL web server uses authentication and offers the highest level of encryption technology commercially available (128-bit RC4). You can tell when you are 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 your data cannot be read or deciphered by unauthorized individuals. You can tell whether you are truly connected to NCH by viewing the digital certificate. This certificate verifies the connection between the NCH server's public key and the server's identification. User names and passwords provide two layers of authentication and are stored in an encrypted database that is isolated from the Internet. As a NCH MyChart user, you agree to maintain the security of your medical information by: 1) Changing your password on a regular basis, 2) Keeping your login ID and password confidential, and 3) only accessing NCH MyChart from computers that have the appropriate antivirus protection installed.

Our Site Uses Cookies - In addition to collecting information that you submit to us, we also rely on "cookies." A cookie is a numeric code that a web site transfers to your hard drive for record-keeping purposes. Every computer is assigned a different cookie, but our cookie does not contain or collect your name or other personal identifying information. When you revisit our site, the cookie allows us to recognize you, your interests, and your preferences. We also use cookies to help track the level of interest in different features on our site and to compile data that can help us improve our content.

Your browser software can be set to reject all cookies, including cookies from our site. Most browsers offer instructions on how to reset the browser to reject cookies in the Help section of the toolbar. If you reject or do not accept our cookie, your browser will not function in MyChart. If you accept our cookie, we will never link the cookie to personal information and/or health-related personal information you provide to us. We will not allow other sites or third parties to use our cookies.

How We Use Your Personal Information - We do not use or disclose any personal information or health-related personal information you provide on our site to an unrelated third party without your express permission, except as explained in this section or in accordance with the NCH Privacy Policy. You should know that there are circumstances when, in the ordinary course of business, we will share some information about you with a related third party.

We may also share aggregate statistical information on our users, traffic patterns and site usage with our affiliates. There is nothing in this information that could be used to identify or contact you.

NCH may, from time to time, contract with vendors to provide specific services, such as data analysis, data storage, e-mail processing, or customer service. We require vendors to adhere to federal and state requirements related to the privacy of health information and our confidentiality standards. We do not permit a vendor to use our customer information for any other purpose.

If you find a 3rd party application that you would like to use to access and import your health information, NCH provides the ability for you to use this application. To do this, you must establish an NCH MyChart patient portal account; the secure user name and password you set for NCH MyChart would be your authentication for any 3rd party application to access and import your health information. NCH reserves the right to disable any 3rd party application if needed. NCH disclaims any responsibility for or liability related to such third-party applications and any use by you of such third-party material. Any questions, complaints or claims related to any product should be directed to the appropriate third party.

In certain limited circumstances, NCH may be legally compelled to release your personal information in response to a court order, subpoena, search warrant, law or regulation. We also reserve the right to cooperate with law enforcement authorities in

investigating and prosecuting users that violate our policies, procedures, terms and conditions of use, or engage in behavior that is harmful (or illegal) to other users.

Trademark Information - NCH trademarks include the corporation's logo as used for all businesses affiliated with NCH; the Day Surgery Center, Wellness Center; HealthConnection and The Center for Specialty Medicine. MyChart® is a registered trademark of Epic Systems Corporation and has been licensed to NCH. Other trademarks are owned by NCH or its affiliated entities or are used with the permission of their respective owners. You agree not to use or display trademarks without the prior written consent of NCH or the owner of such mark.

Disclaimer of Warranties - NCH provides access to this site as a convenience to patients. Data displayed in your NCH MyChart Account may not include all of the data contained in your medical record and should not be relied on as your official, complete NCH medical record. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NCH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NCH MAKES NO WARRANTY THAT THE SITE AND/OR ANY CONTENT THEREIN WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED, TIMELY, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE.

YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE USING THE SITE AND/OR CONTENT. If you believe there are errors in the data contained in your NCH MyChart account, please contact the NCH MyChart Support Desk or your provider.

Law and Jurisdiction - These terms and conditions will be governed by and construed in accordance with the laws of Illinois and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Illinois.

Changes in Our Terms and Conditions - NCH, reserve the right to change the NCH MyChart Terms and Conditions of Use at any time and will post revisions to our site. If at any point, personal information or health-related information is to be used differently from those practices stated in the privacy policy in effect when your data was collected, we will modify the last updated date of this privacy policy to indicate a change in our privacy policy. You will be given the choice to opt-in to any additional uses or disclosures of your personal information.

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