

Hilltop Pediatrics Patient Portal Gateway

Access Terms

Acceptance

You have requested access to Hilltop Pediatrics' online Patient Portal Gateway (the "**Patient Portal**"). Your access to the Patient Portal is conditioned upon your acceptance, without modification, of the following terms, conditions, and notices (these "**Access Terms**"). By signing this form below, you agree to be bound by these Access Terms and you acknowledge that you understand the risks associated with online communications between physicians and patients. By **not signing** this form, you will not be permitted access to the Patient Portal. Use of the Patient Portal is entirely voluntary and will not impact the quality of care you receive from Hilltop Pediatrics.

Purpose

The Patient Portal is designed to enhance patient-physician communications by offering a secure web portal to patients. At this time, the Patient Portal may be used to *[(i) schedule appointments with Hilltop Pediatrics' staff, (ii) view available portions of your electronic medical record, and (iii) generate a copy of your immunization records]*. You understand, acknowledge, and agree that the functionality and/or purpose of the Patient Portal may change from time to time and that these Access Terms shall continue to apply to the Patient Portal so changed. The Patient Portal is **NOT** intended to provide emergency communications or services or internet-based diagnostic medical services. **IF YOU HAVE AN EMERGENCY, YOU SHOULD CALL 911.** You further understand, acknowledge, and agree that you will not have access to your entire medical record through the Patient Portal; instead, you will only be permitted to obtain certain portions of your medical record through the Patient Portal, as made available by Hilltop Pediatrics in Hilltop Pediatrics' sole discretion.

Registration

In the event you register to use the Patient Portal, you agree, as part of such registration process, to provide (and if applicable, you agree that you have provided) accurate, current, and complete information about yourself as you may be asked in the registration process or from time to time (for example, your current email address). You also agree to maintain the confidentiality and security of your password, account, and other identification information and not provide it to any other person or entity. You are fully responsible for all use of, and activities that occur under, your password, account, and other identification information and for any actions that take place through your registration or access to the Patient Portal (whether conducted by you or another). You must also maintain and promptly update personal data that you provide to Hilltop Pediatrics to keep such data accurate, current, and complete. You are responsible for restricting access to your computer as necessary.

Privacy

Hilltop Pediatrics' HIPAA Notice of Privacy Practice (the "**Privacy Notice**") is incorporated into, and made a part of, these Access Terms. By signing this form, you acknowledge and agree that you have read and that you understand the Privacy Notice. You can access a copy of the Privacy Notice at <http://www.hilltoppediatrics.com/forms.php>.

Communicating and viewing records via a secure web portal is intended to prevent unauthorized parties from being able to access or read messages while they are in transmission. In order for the information to remain secure, the secure messages must reach the correct email address, and only authorized individuals must be able to access such email. Only you can (i) make sure that Hilltop Pediatrics has your correct email address and that Hilltop Pediatrics is informed of any changes to your email address and (ii) keep track of who has access to your email account so that you, and only you, or someone authorized by you, can see the information you receive from Hilltop Pediatrics through the Patient Portal.

You need to keep unauthorized individuals from learning your password (if you have one) for the Patient Portal. If you think someone has learned your password, you should promptly log in and change it. While Hilltop

Pediatrics believes the data received through the Patient Portal is safe and secure, Hilltop Pediatrics does not guarantee that unforeseen events will not occur.

If you have questions about privacy of information transmitted through the Patient Portal, or if you have any reason to believe that a breach of HIPAA exists with respect to the Patient Portal, you should contact Hilltop Pediatrics' Privacy Officer at 903-957-0050.

Limited License

Ownership. The Patient Portal and all information, images, graphics, data, text, files, links, software, messages, communications, content, organization, compilations, libraries, and other matters related to the Patient Portal (collectively the "**Patient Portal Content**") are the exclusive property of, and are exclusively owned by, Hilltop Pediatrics and Hilltop Pediatrics' licensors (except as otherwise provided by law) and are protected under applicable copyright, trademark, trade secret, and other proprietary and confidentiality rights, laws, and regulations. Except as specifically allowed in these Access Terms or as permitted by law, the copying, redistribution, use, or publication by you of the Patient Portal Content is strictly prohibited. Except as otherwise provided by law, (i) you do not acquire any ownership rights to any Patient Portal Content through your access to, or use of, the Patient Portal, and (ii) you possess only those rights expressly granted to you in these Access Terms.

Limited Right to Use. Hilltop Pediatrics grants, and you accept, a limited, non-exclusive, non-transferable, and revocable license to use the Patient Portal Content related to your medical treatment solely for your own use. You may not use the Patient Portal Content for any other purpose, and you may not permit anyone to use the Patient Portal Content except for authorized individuals who are acting directly on your behalf. Nothing in these Access Terms grants any rights in or to the Patient Portal Content to any individual who is not acting directly on your behalf with respect to your medical treatment. All rights in and to the Patient Portal Content not expressly granted in this paragraph remain in Hilltop Pediatrics and Hilltop Pediatrics' licensors.

Pricing and Payment

Hilltop Pediatrics intends to offer the Patient Portal as a free service to patients but reserves the right to change this policy at any time. Hilltop Pediatrics will notify you as promptly as Hilltop Pediatrics reasonably can of any changes to this policy.

Conduct/Content

Use. You agree to use the Patient Portal only for the Patient Portal's intended purpose. In this connection, you agree that when using the Patient Portal, you will not:

- Modify, decompile, reverse engineer, recreate, disassemble, or otherwise attempt to determine the makeup or source code of the Patient Portal or make any unauthorized changes to the Patient Portal;
- Embarrass, defame, slander, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, transmit, copy, reproduce, e-mail, post, upload, distribute, or disseminate (or use the Patient Portal to do any of the foregoing with respect to) any inappropriate, profane, defamatory, infringing, obscene, indecent, hateful, or unlawful topic, name, material, or information;
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;

- Advertise, post, or offer to sell or buy any goods or services for any business purpose (including commercial advertisements, affiliate links, and other forms of solicitation);
- Conduct or forward surveys, contests, pyramid schemes, chain letters, junk mail, spam, unsolicited e-mail, or any advertising, promotional, or unauthorized communication;
- Access, obtain, or download any information of another user of the Patient Portal that you know, or reasonably should know, cannot be legally distributed in such manner;
- Impersonate another person; or
- Violate any applicable laws, rules, or regulations or rights, including intellectual property, privacy, or publicity rights.

Submissions. By posting, uploading, inputting, providing, or submitting information or materials to Hilltop Pediatrics through the Patient Portal (the “**Submissions**”), you are granting Hilltop Pediatrics irrevocable permission to review and use your Submissions, subject to the terms and conditions of the Privacy Notice.

Monitoring. Hilltop Pediatrics has no obligation to monitor the Submissions or any other aspect of the Patient Portal. However, Hilltop Pediatrics will attempt to review the Submissions in a timely manner and will generally respond to non-urgent email messages within three business days after receipt. If Hilltop Pediatrics is unable to access email for any reason, Hilltop Pediatrics will attempt to have an automatic response inform you as soon as possible. All communications through the Patient Portal will be included in your patient record. Hilltop Pediatrics assumes no liability relating to Hilltop Pediatrics’ monitoring or omissions. Hilltop Pediatrics does not guarantee the accuracy, integrity, or quality of any of your Submissions.

User Representations

You represent and warrant the following:

- (i) you are (or are attempting to become through the scheduling of an appointment) a patient of Hilltop Pediatrics or an authorized representative of a patient of Hilltop Pediatrics, (ii) you are who you claim to be, (iii) your use of the Patient Portal is legal in, and does not violate any laws or rules of, the jurisdiction(s) in which you reside or from which you use or otherwise access the Patient Portal, (iv) you possess the legal right and ability to enter into these Access Terms and to use the Patient Portal in accordance with these Access Terms, (v) your use of the Patient Portal shall be in accordance with these Access Terms, and (vi) your use of the Patient Portal shall be in accordance with all applicable laws and regulations;
- You will not (i) use the Patient Portal in any manner that could damage, disable, overload, or impair the Patient Portal or interfere with any other party’s use and enjoyment of the Patient Portal, (ii) obtain, or attempt to obtain, any materials, information, or other content through any means not intentionally made available or provided for through the Patient Portal, or (iii) circumvent, or attempt to circumvent, any security feature of the Patient Portal; and
- You have all necessary right and authority to submit the Submissions to Hilltop Pediatrics.

Termination of Access

Access to the Patient Portal is an optional service provided by Hilltop Pediatrics. Hilltop Pediatrics reserves the right to terminate the Patient Portal or your access to the Patient Portal at any time (for any reason or for no reason). In particular, and without limitation, Hilltop Pediatrics may terminate your access to the Patient Portal upon your non-compliance with these Access Terms or if you violate Hilltop Pediatrics’ rights or the rights of any other party. Additionally, Hilltop Pediatrics reserves the right to modify the functionality provided by the Patient

Portal and does not guarantee that the functionality of the Patient Portal will remain the same or will continue to be provided in the future. If Hilltop Pediatrics suspends or terminates the Patient Portal, or your access to the Patient Portal, Hilltop Pediatrics will notify you as promptly as Hilltop Pediatrics reasonably can.

Indemnification

You agree to indemnify, defend, and hold Hilltop Pediatrics and Hilltop Pediatrics' owners, partners, shareholders, members, managers, directors, officers, employees, agents, information providers, suppliers, and attorneys harmless from any and all liabilities, losses, claims, and expenses, including, but not limited to, reasonable attorney's fees, related to (i) your failure to comply with any of these Access Terms, (ii) your use of the Patient Portal (including third party claims relating to your Submissions or information or content downloaded by you from the Patient Portal), and (iii) all use of, and activities that occur under, your password, account, and other identification information and any actions that take place through your registration or access to the Patient Portal (whether conducted by you or another). Hilltop Pediatrics has no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, these Access Terms or the Patient Portal or your use of the Patient Portal.

Disclaimers

IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION, AND DO NOT DISREGARD PROFESSIONAL OR MEDICAL ADVICE OR DELAY IN SEEKING SUCH ADVICE BECAUSE YOU ARE USING THE PATIENT PORTAL OR WAITING FOR A RESPONSE TO YOUR SUBMISSIONS.

THE INFORMATION, CONTENT, AND SERVICES PROVIDED BY HILLTOP PEDIATRICS THROUGH THE PATIENT PORTAL (INCLUDING, BUT NOT LIMITED TO, THE PATIENT PORTAL CONTENT) ARE NOT A SUBSTITUTE OR REPLACEMENT FOR PROFESSIONAL OR MEDICAL EVALUATION, ADVICE, DIAGNOSIS, OR TREATMENT. IN ADDITION, THE INFORMATION, CONTENT, AND SERVICES PROVIDED BY HILLTOP PEDIATRICS THROUGH THE PATIENT PORTAL (INCLUDING, BUT NOT LIMITED TO, THE PATIENT PORTAL CONTENT) ARE PROVIDED "AS IS," "WHERE IS," AND WITHOUT WARRANTY. HILLTOP PEDIATRICS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

HILLTOP PEDIATRICS DOES NOT WARRANT THAT THE OPERATION OF THE PATIENT PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE. HILLTOP PEDIATRICS DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM USE OF THE PATIENT PORTAL. IN NO EVENT WILL HILLTOP PEDIATRICS BE LIABLE FOR ANY LOSS OR CORRUPTION OF DATA. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE PATIENT PORTAL.

ALL INFORMATION, CONTENT, AND SERVICES PROVIDED BY HILLTOP PEDIATRICS THROUGH THE PATIENT PORTAL (INCLUDING, BUT NOT LIMITED TO, THE PATIENT PORTAL CONTENT) ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE AND REPRESENTS NO COMMITMENT ON HILLTOP PEDIATRICS' PART IN THE FUTURE TO MAINTAIN OR CHANGE SUCH INFORMATION, CONTENT, OR SERVICES OR TO PROVIDE THE PATIENT PORTAL. ALTHOUGH THE PATIENT PORTAL CONTENT MAY BE UPDATED FROM TIME TO TIME, IT MAY BE OUT-OF-DATE AND/OR MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. HILLTOP PEDIATRICS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE COMPLETENESS, ACCURACY, RELIABILITY, TIMELINESS, OR APPROPRIATENESS OF ANY INFORMATION, CONTENT, OR SERVICE PROVIDED THROUGH THE PATIENT PORTAL BY HILLTOP PEDIATRICS.

HILLTOP PEDIATRICS IS NOT RESPONSIBLE FOR YOUR INABILITY OR FAILURE (FOR ANY REASON) TO ACCESS THE PATIENT PORTAL OR OTHERWISE USE OR RECEIVE INFORMATION, CONTENT, OR SERVICES FROM OR REGARDING THE PATIENT PORTAL.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL HILLTOP PEDIATRICS OR ANY OF HILLTOP PEDIATRICS' LICENSORS BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, COMPENSATORY DAMAGES, LOST PROFITS, LOST DATA, OR ANY FORM OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE) THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PATIENT PORTAL, THE PATIENT PORTAL CONTENT, OR YOUR SUBMISSIONS.

IF YOU ARE DISSATISFIED WITH ANY PATIENT PORTAL CONTENT, OR WITH ANY OF THESE ACCESS TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PATIENT PORTAL. IN ADDITION TO THE FOREGOING LIMITS, EXCEPT AS OTHERWISE PROVIDED UNDER HIPAA, IN NO EVENT WILL HILLTOP PEDIATRICS' OR ANY OF HILLTOP PEDIATRICS' LICENSORS' AGGREGATE LIABILITY EXCEED \$100. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT EXPAND THESE LIMITS. EXCEPT AS OTHERWISE PROVIDED UNDER HIPAA, IN NO EVENT MAY YOU BRING A CLAIM OR CAUSE OF ACTION AGAINST HILLTOP PEDIATRICS WITH RESPECT TO THE USE OF THE PATIENT PORTAL MORE THAN TWO YEARS AFTER THE CLAIM OR CAUSE OF ACTION AROSE.

Links

The Patient Portal may contain links to other web sites. Hilltop Pediatrics is not responsible for, and disclaims any liability with respect to, the content, accuracy, or opinions expressed in such web sites, and Hilltop Pediatrics does not investigate, monitor, or check such web sites for accuracy or completeness. Inclusion of any linked web site on the Patient Portal does not imply Hilltop Pediatrics' approval or endorsement of the linked web site or the products, services, or information available at or from such linked web site. If you decide to leave the Patient Portal and access these third-party sites, you do so at your own risk. Specifically, you will be subject to such third-party sites' privacy policies, which may be different than the Privacy Notice.

Miscellaneous

Except as preempted by federal laws, these Access Terms shall be governed by, and construed and enforced in accordance with, the laws of the state of Texas, without regard to Texas's conflicts of law principles. All legal proceedings arising out of, or in connection with, these Access Terms shall be brought solely in a court of competent jurisdiction located in Grayson County, Texas.

The provisions of these Access Terms are severable, and in the event any provision of these Access Terms is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. Hilltop Pediatrics' waiver of a breach of any provision of these Access Terms by you shall not operate or be construed as a waiver by Hilltop Pediatrics of any subsequent breach by you.

A printed version of these Access Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Access Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Access Terms and all related documents be drawn up in English as spoken in the United States.

You may not assign these Access Terms (or delegate your rights, duties, or obligations under these Access Terms) without Hilltop Pediatrics' prior, express, and written consent.

If you are aware of any violations of these Access Terms or if you have any questions or comments regarding these Access Terms, please contact us at 903-957-0050.

I read and I understood the Privacy Notice; also, I agree with all of the terms and conditions stated in “Hilltop Pediatrics Patient Portal Gateway – Access Terms.”

Name: _____ Date: _____
/please print/

Signature: _____

Patient Portal

User Name: _____

Password: _____