

My Connected Care Portal Terms of Use

Effective Date: July 20, 2011

Revised Date: February 12, 2013

Overview

My Connected Care Portal is operated by Cerner Corporation (Cerner) and provided to you by your healthcare provider, Grand River Hospital and St. Mary's General Hospital (Provider). *My Connected Care Portal* provides a view into your Electronic Medical Record (EMR) which is maintained by your Provider. *My Connected Care Portal* is governed by these Terms of Use (Terms). If you do not agree to these Terms, you may not establish a *My Connected Care Portal* connection. By using or accessing *My Connected Care Portal* you agree to be bound by these Terms.

Accessing *My Connected Care Portal*

You must be at least 12 years old to establish a *My Connected Care Portal* connection. You may not permit any other person to access *My Connected Care Portal* using your user name and password. The security of your password and the use of your account is your responsibility. If you learn or suspect that your user name or password has been wrongfully used or disclosed, you should promptly notify Cerner and immediately reset your password.

Your Information

The information available for you to view through *My Connected Care Portal* is not a comprehensive view of all the data in your Provider's EMR. Your interactions with *My Connected Care Portal* are interactions with your Provider. You agree not to post or transmit any information through *My Connected Care Portal* that infringes the rights of others or violates their privacy or publicity rights, in particular (without limitation) you must not post or transmit material which is of a bullying, harassing or discriminatory nature. You further agree that any information that you may post, submit or transmit through *My Connected Care Portal* is truthful and accurate.

Any information that you choose to copy and/or duplicate from the *My Connected Care Portal* (i.e. print a document, save a document as a PDF to your computer) is your responsibility. Please ensure you are storing any copies and/or duplicates in a safe and secure place. Before you download, please be advised that a copy of the document will be downloaded to the local computer that you are accessing it from. Your Provider has neither the ability to control nor legal responsibility for the security of copies of documents downloaded from *My Connected Care Portal*.

Authorized Representative Use of *My Connected Care Portal*

You may enable someone else as an authorized representative to view and interact with *My Connected Care Portal* based on the specific privileges you've assigned. You may authorize any person who qualifies for a *My Connected Care Portal* connection, to be an authorized representative.

When you share information from *My Connected Care Portal* with another individual, you acknowledge and accept responsibility for the decision to provide them access to potentially sensitive information.

If you are legally authorized to view another person's health information, the Provider may give you access to *My Connected Care Portal* for that person, subject to these Terms. Please contact the Provider's Health Records Release of Information (ROI) departments for more information:

Grand River Hospital
835 King Street West, P.O. Box 9056
Kitchener, ON N2G 1G3
Phone #: 519-749-4300 ext. 2108
Email: releaseof.information@grhosp.on.ca

St. Mary's General Hospital
911 Queens Boulevard
Kitchener, ON N2M 1B2
Phone #: 519-749-6436
Email: releaseofinfo@smgh.ca

Disclosure of Information

Provider may, in Provider's sole and reasonable discretion, disclose any information necessary to satisfy applicable law, regulation, legal process or governmental request.

Privacy

You agree to the terms and conditions of the [My Connected Care Portal Information Practices & Privacy Policy](#), which is incorporated into and made part of these Terms.

Third Party Programs, Activities and Services

Cerner does not endorse any programs, activities, or services offered by organizations other than Cerner (such as your Provider and federal or provincial health-awareness organizations). Cerner makes no warranty of any kind as to the accuracy, completeness or appropriateness of any such programs, activities and services.

External Links

In order to provide you with greater value, your Provider may provide you with links to various third party Web sites. Even if a third-party affiliation exists between your Provider and that destination site, your Provider exercises no authority over linked sites, each of which maintains independent privacy and data collection policies and procedures. Your Provider assumes no responsibility or liability for these independent methods or actions and is not responsible for the independent policies or procedures of destination sites. Similarly, your Provider cannot take responsibility for the privacy initiatives or the content of such Web sites. These destination links are provided only for your convenience, and as such, you access them at your own risk.

No Medical Advice; No Warranties; Limitation of Liability

My Connected Care Portal is an information viewing tool only and is for your personal use. *My Connected Care Portal* does not provide medical advice. You and your Provider are responsible for all medical treatment decisions. You should consult your Provider about any questions you may have regarding the information provided by *My Connected Care Portal*.

YOU ACKNOWLEDGE AND AGREE THAT NEITHER CERNER NOR PROVIDER HAS REPRESENTED *MY CONNECTED CARE PORTAL* AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT, OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE OR OF OTHER PROFESSIONAL OR ACADEMIC DISCIPLINES. CERNER, ITS SUPPLIERS, AND YOUR PROVIDER MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF *MY CONNECTED CARE PORTAL*. *MY CONNECTED CARE PORTAL* IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CERNER, ITS SUPPLIERS AND YOUR PROVIDER HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO *MY CONNECTED CARE PORTAL*, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NEITHER CERNER, ITS SUPPLIERS NOR YOUR PROVIDER WILL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN *MY CONNECTED CARE PORTAL*. YOU ASSUME ALL RISK FOR SELECTION AND USE OF *MY CONNECTED CARE PORTAL*.

NEITHER CERNER, ITS SUPPLIERS NOR YOUR PROVIDER WILL BE LIABLE FOR ANY DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF *MY CONNECTED CARE PORTAL*, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING *MY CONNECTED CARE PORTAL*.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CERNER, ITS SUPPLIERS AND YOUR PROVIDER FROM AND AGAINST ALL CLAIMS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED TO YOUR USE OF *MY CONNECTED CARE PORTAL*.

Feedback

Your Provider welcomes your suggestions to improve My Connected Care Portal. Please use the Provider's public website for this product to submit feedback.

Termination

Cerner and/or Provider may terminate the *My Connected Care Portal* services at any time. Cerner and/or Provider may terminate or suspend your access to *My Connected Care Portal* and may delete your account, at any time, without providing notice to you.

No Unlawful or Prohibited Use

You may not use *My Connected Care Portal* for any purpose that is unlawful or prohibited by these Terms. You may not use *My Connected Care Portal* in any manner which could damage, disable, overburden, or impair *My Connected Care Portal* or interfere with any other party's use and enjoyment of *My Connected Care Portal*. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through *My Connected Care Portal*.

Notices

You may give notice to the respective Provider at any time by letter to the following address:

Grand River Hospital
Attention: Chief Privacy Officer
835 King Street West, P.O. Box 9056
Kitchener, ON N2G 1G3

St. Mary's General Hospital
Attention: Chief Privacy Officer
911 Queens Boulevard
Kitchener, ON N2M 1B2

General

These Terms are governed by the laws of the Ontario, Canada. You consent to the exclusive jurisdiction and venue of courts in Ontario, Canada in all disputes arising out of or relating to the use of *My Connected Care Portal*. Any cause of action or claim you may have with respect to Provider must be commenced within one (1) year after the claim or cause of action arises. Provider's failure to enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.

Provider's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Provider's obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of *My Connected Care Portal* or information provided to or gathered by Provider with respect to such use. If any part of these Terms is determined to be invalid or unenforceable then the invalid or unenforceable provision shall be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. Unless specified otherwise as you use *My Connected Care Portal*, these Terms constitute the entire agreement between you and Provider with respect to *My Connected Care Portal* and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Provider with respect to *My Connected Care Portal*.

Modification of Terms

Cerner and/or Provider may change these Terms at any time without advance notice to you. You are responsible for regularly reviewing these Terms. Your continued use of *My Connected Care Portal* constitutes your acceptance of the revised Terms.

Copyright and Trademark Notices

Any logos contained with the *My Connected Care Portal* Web site are owned by the Provider.

Any personal information and/or personal health information that can be accessed and viewed through the *My Connected Care Portal* are under the custody and control of the Provider. Further details can be found in the [My Connected Care Portal Information Practices & Privacy Policy](#).

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