



MD Portal Terms and Conditions of Use

Welcome to the Children's Medical Center ("Children's") MD Portal (the "Portal"). Please read the following Terms and Conditions of Use ("Terms") carefully before using the Portal. These Terms govern your use of the Portal.

Your Permission to use the Children's MD Portal.

Children's hereby gives you permission to use the Portal, subject to the conditions and limitations set forth in these Terms. You may use or download patient information contained on the Portal only for the following purposes and only to the extent permissible under all applicable laws regarding the privacy of patient information: (i) for treatment of those patients under your care; (ii) to collect payment for the services you provide to your patients; (iii) to conduct your business operations; and (iv) to comply with the laws that govern health care. All patient information viewed through the Portal is strictly confidential and is subject to the protections of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the privacy and security regulations promulgated pursuant to HIPAA, including, but not limited to, 45 C.F.R. Parts 160 and 164 Subparts C and E, as may be amended from time to time. You may not:

- Use, reproduce or copy all or part of the content of the Portal except as expressly permitted by these terms or applicable law;
- Change or delete any proprietary notices from materials downloaded or printed out from the Portal.
- Except as contemplated by these Terms use the content of the Portal for the benefit of a third party.
- Except as specifically provided by these Terms, transmit or provide any data or other content from the Portal to a third party.
- Incorporate any data or other content from the Portal in a product designed, developed, marketed, sold or licensed by you or on your behalf.
- Use the Portal in a manner contrary to any applicable law.

Children's may terminate your access to the Portal at any time, with or without cause, upon five (5) days prior notice. Children's may terminate your access to the Portal immediately if you breach these Terms. In addition, Children's may terminate your access to the Portal if you have not used the Portal at all for a period of twelve (12) months.

Children's is the owner or licensee of all rights in the Portal, software, and services. You have no rights to such content, software or services except as expressly granted in these Terms. "Children's" and the logos or other proprietary marks of Children's licensors and partners are trademarks of Children's or its licensors and partners. No right, title or interest in those trademarks is granted to you in these Terms.

Disclaimers

SERVICES PROVIDED THROUGH AND INFORMATION CONTAINED ON THE SITE ARE PROVIDED "AS IS". CHILDREN'S MAKES NO, AND HEREBY DISCLAIMS ANY, WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. FURTHER, CHILDREN'S DISCLAIMS ANY WARRANTY THAT THE PORTAL WILL BE AVAILABLE AT ALL TIMES OR WILL OPERATE WITHOUT INTERRUPTION OR ERROR. CHILDREN'S MAKES NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE SERVICES OR INFORMATION PROVIDED THROUGH THE PORTAL. PHYSICIANS SHOULD NOT RELY SOLELY ON THE PORTAL FOR COMMUNICATIONS REGARDING PATIENTS AS UPDATES MAY NOT POST TO THE PORTAL IN A TIMELY MANNER.

Release of Liability, Indemnification

You agree to be solely responsible for your use of this Portal and for maintaining the confidentiality of your unique username and password. You agree that any use of the Portal by your employees or agents is subject to the Terms, and that you will inform your employees and agents of such Terms and their obligations to abide them. You agree to be responsible for the use of the Portal by your employees and agents. The Portal provides access to general educational information; you understand and agree that such information is not to be used as a substitute for the medical judgment of a qualified health care professional.

In consideration for Children's is permitting you to use the Portal, you expressly release and hold harmless Children's, its trustees, officers, directors, employees, agents and affiliates from any and all claims, liabilities, demands, causes of action, costs, expenses, and damages of every kind and nature, in law, equity, or otherwise, arising out of or in any way related to your use of the Portal, whether arising from negligence or any other acts or omissions by Children's.

In addition, you will indemnify and hold harmless Children's, its trustees, officers, directors, agents, affiliates, and employees, against all actual and direct losses, liabilities, damages, claims, costs or expenses (including reasonable attorney's fees) they may suffer as the result of third party claims, demands, actions, investigations, settlements or judgments against them arising from or in connection with any breach of these Terms, or from any negligence or wrongful acts or omissions, by you or your employees or agents.

The provisions of this section entitled "Release of Liability, Indemnification" shall survive termination of this agreement.

Children's is Not Responsible For Any Links To or From Other Sites.

This Portal may contain links to other Web sites, and other Web sites may provide links to this Portal. These links are provided for your convenience only. Children's does not control these other sites and assumes no liability or responsibility for them, including any content or services provided to you by such sites. You should not consider any link to or from another site as an endorsement of that site by Children's.

You Agree that Children's May Use and Disclose Certain Information about You.

You agree that, should you elect to supply it, Children's may use your name, email address, physical address, or other data to communicate with you. You may request to have this information modified or deleted from our records. Children's may use this information as necessary to enforce these Terms. You further agree that Children's may use the information for its internal business purposes and disclose the information to third parties who are performing services on its behalf. Children's will not otherwise share this information with any other party.

This Agreement is Governed by Texas Law.

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

Any Action Against Children's Must be Brought in Texas.

You agree that the state or federal courts located in or serving Dallas County, Texas, United States of America, shall have exclusive jurisdiction and venue over any action arising out of or relating to these Terms or your use of the Portal. You waive any claim that a court located in or serving Dallas County, Texas, lacks personal jurisdiction over you, is an improper venue, or is an inconvenient forum.

Other Miscellaneous Provisions.

These Terms constitute the entire and only understanding between you and Children's regarding your use of this Portal. No modification or attempted modification of these Terms by you shall be binding on Children's unless made in writing and physically signed by an authorized representative of Children's. Children's may modify these Terms at any time.

Notices sent to you by Children's in connection with these Terms or your use of the Portal may be delivered to you by electronic mail, a general notice on the Portal, or by written communication delivered by first class U. S. mail. You may give notice to Children's at any time by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address:

Children's Medical Center
Attention: Physician Relations
1935 Medical District Dr
Dallas, TX 5235

These Terms are severable to the extent any term is deemed invalid, illegal or unenforceable.

Children's failure to enforce any provision of these Terms shall not be deemed a waiver of that or any other provision of these Terms.

The parties to this agreement are independent contractors of one another; nothing herein shall be deemed to create any relationship of agency, partnership or joint venture between the parties. Physicians who contribute information to this Portal are not employees of Children's but are either members of Children's Medical Staff and/or employees of other institutions.

Children's reserves the right to change its disclaimer or other terms and policies without notification, so users should review portal terms periodically.

You may not assign any of your rights and obligations arising under these Terms without the prior written consent of Children's; any attempted assignment not in compliance with this sentence shall be void.