



allergy  
asthma  
immunology

## PRACTICE PORTAL TERMS OF SERVICE

Last updated July 14, 2016

MyHealthRecord.com (the "**Service**") is offered by Your Health Care Provider ("**Provider**") through its website or a link provided to You and is operated and hosted by Greenway Health, LLC ("**Greenway**", "**We**" or "**Us**"). The purpose of the Service is to provide You with the ability to access certain individual health information and other information related to the health care services provided to You by Your Provider or to the individual patient for whom You are the legal representative, and provide for secure communication between You and Your Provider.

Your use of the Service is governed by these Terms of Service ("**Terms**"). By creating an account, You are accepting the Service and these Terms. If You do not agree to these terms, do not create an account. If You do not agree to these Terms You will not be able to use the Service.

### Using the Service

As part of the Service, we work with healthcare providers and others who maintain data relating to healthcare and medical information (each a "**Data Source**"). You may use the Service to access and download information about Your health information and medical payments from Data Sources. We are not responsible for the accuracy of any of the information provided by a Data Source. We hereby grant to You a personal, revocable, non-exclusive, and non-assignable license to use the Service. We and our licensors and suppliers own all proprietary rights to the Service, including but not limited to all copyrights, trademarks, servicemarks, patents software and related content and any other rights of any kind or nature as they relate to the Services. By participating in the Service, You agree that You are at least thirteen (13) years old and that any information You provide to or access through the Service is either Yours or You have the authority to use it. You may not use the Service to gain unauthorized access to anyone else's information. It is possible that information about You may include sensitive or psychologically damaging information, depending upon the nature of Your medical information. You will need to use a user name and password to access the Service. If You give Your user name and/or password to anyone else that person could be able to view or access Your Personal Information through the Service. "**Personal Information**" is any information provided to the Service that either by itself or with other information personally identifies You. Your Personal Information would include information like Your name, address, information about Your health, diagnoses, and billing information, including information considered "personally identifiable information" or "protected health information" under applicable laws, rules or regulations. We may revise the Service from time to time with new or different features or information. Any changes that We make will be considered part of the Service. We may ask for Your ideas and suggestions ("**Feedback**") about the Service. You do not have to give Us Feedback, but if You do, You agree that We may use Your Feedback in any way, including to make changes to the Service and for advertising purposes. We will use reasonable efforts to make the

Service available 24 hours a day and 7 days a week except for maintenance, upgrades or repairs, but You acknowledge that there may also be events which are beyond Our control, including failures of telecommunications lines, which may cause disruptions in Service. You agree that We will not be liable for or responsible to You for any disruptions or failures in Service.

### **Description of Service**

The Service is an online service designed to allow You to communicate with Your medical care providers. You can send secure messages to Your provider, request an appointment, check on Your lab results, view Your health record, request a prescription refill, complete registration and health information forms, and read patient education. In addition to Your Personal Information as maintained in the electronic health record maintained by Your Provider, the Service may also provide certain additional news, educational materials or other information or third party content offered through the Service by Your Provider. We make no warranty concerning the quality, accuracy or completeness of the information provided through the Service and You agree that We have no responsibility or liability for the health information maintained by Your Provider.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE PERSONAL INFORMATION IN YOUR ELECTRONIC HEALTH RECORD, PLEASE CONTACT YOUR PROVIDER.

We make every effort to ensure the accuracy and integrity of information or material that We produce or provide through the Service, but We are not responsible for misprints, out-of-date information, technical or pricing inaccuracies, typographical, or other errors. Information and related materials are subject to change without notice. Any educational or other content available on the Service is for informational and educational purposes only and is not a substitute for the professional judgment of a health care professional in diagnosing and treating patients. Neither such content nor any other service offered through the Service is intended to be substituted for medical diagnosis or treatment. We do not recommend or endorse any specific drugs, tests, physicians, products, procedures, opinions, "off-label" drug uses or other information that may be mentioned during Your use of the Service. Your reliance upon any information obtained or used by You is solely at Your own risk. We are not responsible for the accuracy of any information or content provided or sent by You or other users of the Service, including Your Provider. You are responsible for verifying the accuracy of any information You send or receive through the Service, including any of Your patient health information, data, or records.

### **Use with Your Mobile Device**

Use of these Services on a mobile device requires a compatible mobile device, internet access and an internet browser. You agree that You are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of Your agreement with Your mobile device and telecommunications provider.

WE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; OR ANY DISCLOSURE OF INFORMATION

TO THIRD PARTIES; FAILURE TO TRANSMIT ANY DATA; COMMUNICATIONS; OR SETTINGS CONNECTED WITH THE SERVICES.

### **Your Personal Information**

Your privacy is important to Us. You will need to provide a User ID and password (Your “**Credentials**”) to access and use the Service. When You download Your Personal Information from Your Data Source (including, for example, medical expense information from visits to healthcare providers), the Service will store Your personal information. We provide the Service to You as a Business Associate to Your health care provider. As a Business Associate, We follow the rules that apply to Business Associates under HIPAA and the HITECH Act. To the extent permissible under all applicable laws and regulations, You hereby grant to Us a perpetual, unlimited license to use Your Personal Information, in a de-identified format stripped of identifiers only, for data benchmarking, sharing, warehousing, resource utilization and similar data analytics products or services. You are solely responsible for maintaining the strict confidentiality of Your Credentials. This responsibility includes not allowing another person to use Your Credentials to access the Service. You should immediately inform both Us and Your Provider of any need to deactivate Your account due to potential or actual security concerns. Neither We nor Your Provider will be responsible or held liable for any harm related to the misuse or misappropriation of Your Credentials, Your disclosure of Your Credentials to another person, or Your allowing any person or entity other than Yourself to access the Service using Your Credentials.

### **Third Party Services; Sites**

While You use the Service, You may find out about or have the opportunity to utilize services or products provided by other companies that are not related to Us (“**Third Party Services**”). If You decide to use Third Party Services, You are responsible for reviewing and understanding any terms and conditions governing such Third Party Services. You agree that the company providing the Third Party Services, and not Us, is solely responsible for the Third Party Services. The Service may contain links to web sites operated by other companies (“**Third Party Sites**”). We do not control Third Party Sites and We are not responsible for the content of, or any links in, any Third Party Site. We do not review, approve, monitor, or make any representations with respect to Third Party Sites. If We include any link in the Service it does not mean that there is an affiliation, sponsorship, endorsement, approval, investigation, verification of anything in any Third Party Site. We will not be responsible for the information contained in any Third Party Site or for Your use of or inability to use such web site. Access to any Third Party Site is at Your own risk, and You acknowledge and understand that Third Party Sites may contain terms and privacy policies that are different from this Agreement. We are not responsible for such provisions, and expressly disclaims any liability for them.

### **Electronic Communication**

When You use the Service and send communications, You are communicating with Us electronically. You agree that We may communicate with You electronically. We will communicate with You through email or by posting notices through the Service. Any information that We send You by e-mail will be considered received by You on the date We send the e-mail. You agree to let Your provider know if Your e-mail address changes for as long as You are using the Service. You must register to use the Service and (i) provide true,

accurate, current and complete information about Yourself (the "**Registration Data**"), and (ii) maintain and promptly update the Registration Data to keep it accurate, current and complete. If You provide any Registration Data that is inaccurate, not current or incomplete, or We suspect that it is inaccurate, not current or incomplete, We may suspend or terminate Your account and refuse any and all current or future access to and use of the Service (or any portion thereof). You may also be offered the option of completing and submitting various health information forms electronically to Your medical care providers through the Service. If You use these forms, You are consenting to provide Your information to Your medical care providers through this electronic means of submission.

## **Prohibited Conduct**

You may only use the Service for lawful purposes. In Your access and use of the Service, You agree that You will not: (i) infringe any copyright, patent, right of privacy, right of publicity, trademark, trade secret, or other right of Our or any third party; (ii) abuse, defame, harass, or stalk any individual or other user of the Service; (iii) interfere or attempt to interfere with, or damage or attempt to damage, the Service or the proper working of the Service; (iv) use any technical or manual process, to access, acquire, copy or monitor any portion of the Service, or in any way reproduce or circumvent the navigational structure or presentation of the Service, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Service; (v) misrepresent Your identity, provide false information, impersonate another person or entity, misrepresent Your affiliation with a person or entity or attempt to use another user's account; (vi) attempt to obtain unauthorized access to the Service; (vii) engage, directly or indirectly, in transmission of any type of unsolicited solicitation; (viii) engage in any activity that interferes with any third party's ability to use or enjoy the Service; (ix) probe, scan or test the vulnerability of the Service, or breach the security or authentication measures on the Service; (x) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service; or (xi) assist any third party in engaging in any activity prohibited by these Terms of Use.

## **Privacy**

The Privacy Policy for the Service is hereby incorporated and made a part of these Terms.

## **Termination**

We may stop making the Service (including any feature) available at any time and for any reason. If the Service is no longer available to users and You have been paying a fee, You will not be charged a fee after the date of termination, and You will no longer have access to Your Service account. We may terminate Your access to the Service if You do not act in accordance with these Terms.

## **Warranty Exclusion**

THE SERVICE AND ANY CONTENT ACCESSIBLE THROUGH THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND USE OF THE SERVICE IS AT YOUR SOLE RISK AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR AFFILIATES, LICENSORS, THIRD PARTY CONTENT OR SERVICE PROVIDERS, DEALERS AND SUPPLIERS (COLLECTIVELY "**SUPPLIERS**"), TOGETHER WITH YOUR PROVIDER, DISCLAIM ALL GUARANTEES AND WARRANTIES, WHETHER

EXPRESS, IMPLIED, OR STATUTORY REGARDING THE SERVICE, CONTENT AND RELATED MATERIALS INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY AND NON- INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE IS SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, OR ERRORS. FURTHER, WE DO NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT OR DATA THROUGH THE SERVICE. WE DO NOT MAKE ANY WARRANTY THAT THIS SERVICE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THIS SERVICE OR ITS CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED.

YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR BUSINESS, YOUR COMPUTER SYSTEM, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, DATA, AND/ OR SOFTWARE. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL INFORMATION, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SERVICE. EXCEPT AS OTHERWISE AGREED IN WRITING, WE AND OUR AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY ADVICE, OPINION, STATEMENT, OR OTHER CONTENT OR OF ANY PRODUCTS OR SERVICES DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH THE SERVICES.

### **Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL WE OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS OR YOUR PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATIONS FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, YOUR INABILITY TO USE THE SERVICE FOR ANY REASON WHATSOEVER, LOSS OF PROFITS OR INVESTMENT, GOODWILL, ANY OTHER MATTER RELATING TO THE SERVICE, OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE OR OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT DO WE ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN YOU ARISING OUT OF YOUR USE OR INABILITY TO USE THE SERVICE. OUR ENTIRE CUMULATIVE LIABILITY, AND THAT OF OUR SUPPLIERS, FOR ALL MATTERS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE USE OF THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. WE WOULD NOT BE ABLE TO HAVE PROVIDED THE SERVICE WITHOUT SUCH LIMITATIONS.

### **Export Restrictions**

You acknowledge that accessing the Service is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that You will comply with these regulations. You will

not export or re-export this technology, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who You know or have reason to know will use them in any way that is not allowed by US laws. You further acknowledge the Service may include technical data subject to export and re-export restrictions imposed by US law.

## **Modifications**

We may modify this Agreement from time to time. You are deemed to accept and agree to be bound by any changes to the Agreement when You use the Service after those changes are posted.

## **General**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and the federal laws of the United States of America, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the State of Georgia. This Agreement constitutes the entire agreement between You and Us governing Your use of the Services. Should any provision in this Agreement be found invalid or unenforceable for any reason, then that provision shall be deemed severable from the terms and shall not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to the terms or Your use of the Service must be filed within one year after it arose or be permanently barred.

---

## **MYHEALTHRECORD.COM PRIVACY POLICY**

Last updated May 23, 2016

Greenway Health, LLC ("**Greenway**", "**We**" or "**Us**"), operates and hosts the MyHealthRecord.com patient portal website and services (the "**Service**") on behalf of health care providers who provide services to patients who register and utilize the Service (Your "**Provider**" or "**Providers**"). This privacy policy (the "**Privacy Policy**") identifies the information that is collected during Your use of the Service, as well as the ways in which We may Use or Disclose such information. This Privacy Policy is incorporated into and made a part of the Terms of Service applicable to the Service.

### **1. Agreement to Privacy Policy**

By visiting the MyHealthRecord.com website and/or utilizing the Service, you agree to accept the practices described in this Privacy Policy and consent to the collection and use of information as discussed in this Privacy Policy. If You do not agree with the terms of this

Privacy Policy, or the Terms of Service, please do not use the MyHealthRecord.com website or the Service.

IF YOU ARE A USER OF THE SERVICE OTHER THAN A PROVIDER OR HEALTHCARE PROFESSIONAL WORKING FOR A PROVIDER AND YOU CHOOSE TO REGISTER TO ACCESS THE SERVICE, YOU WILL BE CONFIRMING THAT YOU ARE REGISTERING FOR THE SERVICE IN RESPONSE TO AN INVITATION RECEIVED BY YOU FROM YOUR PROVIDER, AND YOU WILL BE REQUIRED TO VIEW AND AGREE TO CERTAIN REGISTRATION INFORMATION (INCLUDING THE TERMS OF SERVICE) IN ORDER TO FINALIZE YOUR REGISTRATION. IF YOU DO NOT AGREE WITH THE BELOW POLICY, PLEASE DO NOT USE OR ACCESS THIS SERVICE (OR THE WEBSITE) FOR ANY PURPOSE. PLEASE PRINT A COPY OF THIS PRIVACY POLICY FOR YOUR RECORDS.

## **2. Modifications to Privacy Policy**

We may revise this Privacy Policy at any time. Should any new Privacy Policy take effect, We will notify you that a change has occurred by posting notice on the Service (on the MyHealthRecord.com website, utilizing the secure messaging features of the Service, or through other reasonable means). However, each time that you visit the MyHealthRecord.com website or use the Service, you should check the date of this Privacy Policy (set forth above) and review any changes that have been made since You last visited the MyHealthRecord.com website or utilized the Service. By continuing to visit the MyHealthRecord.com website or utilizing the Services after any such changes are posted, you will agree and consent to any such changes.

## **3. Applicability of this Privacy Policy**

This Privacy Policy applies solely to the MyHealthRecord.com website and Service and provides you information on the specific information that We may collect from you via the MyHealthRecord.com website Service and how We may use it in connection with the MyHealthRecord.com website and Service, whether you are using the Service as a patient or a Provider.

If you are a patient or legal representative, your Provider's use and disclosure of Your identifiable health information is subject to your Provider's Notice of Privacy Practices. We cannot control any Provider's use of a patient's identifiable health information. If you are a patient or legal representative of a patient, please contact your Provider for a copy of their Notice of Privacy Practices. We provide the Service on behalf of your Provider and therefore protect identifiable health information as required by the applicable agreement between Us and your Provider and in accordance with applicable law. This Privacy Policy does not in any way govern Our collection, use or disclosure of Your identifiable health information in connection with any relationship that we may have with your Provider other than as the operator and host of the Service; any such collection, use or disclosure is governed by the Business Associate Agreement that We have with your Provider, and all applicable laws. If you have any issues with the identifiable health information managed by your Provider, please contact them directly, as we have no ability to change the information you have provided them.

## **4. Disclosure of Information Practices**

Whether you are a patient or a Provider, if we collect information from or about you via the Service, we will tell you what information we are collecting. The amount and type of information that we receive depends on how you use this Service and the information you choose to submit to us via the Service.

Whether you are a Provider or patient user, we may track use of your user name and may also capture the paths taken as you move from page to page (i.e., your "click stream" activity). When you log in, your user name and encrypted password will be logged by our system in an audit log but will not be used by us.

As a user of the Service and if available, you may also choose to use the secure messaging feature of the Service which will allow the exchange of communications between patients and the clinicians who treat them and which may contain identifiable health information. We record and maintain communications sent via this feature. Service users have the ability to view the trail of messages received and sent via their Service account. We do not edit the content of the communications between patients and Providers.

#### **A. Identifiable Health Information**

You are not required to provide identifiable health information to visit the MyHealthRecord.com website. However, if you are a patient or the legal representative of a patient, you must provide certain identifiable health information in order to complete your registration for the Service and to access the health records maintained by your Provider.

If you are a patient (or the legal representative of a patient), we will collect identifiable health information from you with your knowledge during the registration process and in the event you request information or services. We may collect any identifiable health information that you provide to us, such as your name, address, email address, gender, birth date and phone number. If you access the Service patient registration via the link provided by your physician, certain basic information may be prefilled into your Service registration, which you will need to verify.

When you register for the Service via the MyHealthRecord.com website, the registration process requires you to choose a user name and password for your account, which you should keep and maintain as confidential. If you choose to share your user name and password you understand that those individuals to whom you share that information will have access to your identifiable health information and will be able to add to your identifiable health information as though they were you. You will be responsible for all activities by users resulting from sharing or not maintaining the confidentiality of your user name or password, as more fully described in the Terms of Service. If you are a registered patient user of the Service, your identifiable health information (or that of the patient for whom you are the legal representative) currently stored electronically in your Provider's records will become accessible to Us in order to provide you access to such information through the Service.

#### **B. Non-Identifiable Health Information**

We and/or any third party website analytics vendor (e.g. Google Analytics) on Our behalf, may also collect nonidentifiable information, which is automatically collected as you browse or otherwise access this Website and Service. We may collect such information by tracking, or asking our analytics vendor to track, your clickstream activity when such information is



not tied to a user ID through the use of "cookie" technology or by tracking internet protocol (IP) addresses, as explained below.

### **C. Cookies**

Like many companies, we may use "cookie" technology on and off of the MyHealthRecord.com website and Service. "Cookies" are small pieces of information that are stored by your browser on your computer's hard drive. They enhance your online experience by saving your preferences while you are visiting a particular website. The cookies do not contain any identifiable health information and cannot profile your system or collect information from your hard drive.

When you view the MyHealthRecord.com website or Service we may place a cookie on your computer, which may be either temporary or permanent. Temporary cookies are used to complete transactions with the MyHealthRecord.com website or Service and for other purposes such as counting the number of visits to our web pages. These temporary cookies are eliminated when you exit your browser.

A permanent cookie may also be stored on your computer by your browser. When you log in, this type of cookie tells us whether you've visited us before or if you are a new visitor. The cookie doesn't obtain any identifiable health information about you or provide us with any way to contact you, and the cookie doesn't extract any information from your computer.

In addition to the cookies from MyHealthRecord.com, which are used to allow you to log in, we also use a cookie from Google, Inc., via Google Analytics. This cookie provides us with anonymous data. It measures website traffic, tells us how visitors use this site, and distinguishes unique users. You can find out more about how Google uses this data by going to <http://google.com/policies/privacy/partners/>.

This cookie collects the following information: time when you entered and left this website; pages you visited in this website; how long pages took to load; what browser, operating system, and type of device you used to access this website; the city closest to you; and whether you've visited MyHealthRecord.com before.

The "help" portion of the toolbar on most browsers will tell you how to prevent your browser from accepting certain types of cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Please note that disabling temporary cookies may prevent you from using and accessing the Service. Disabling permanent cookies may also impact your use and access of the Service and in particular will not allow you to see any personalization (including your health record) on the Service that you may activate.

In addition, if you visit the MyHealthRecord.com website again after deleting a cookie, a new cookie may be activated.

Since third parties may use their own cookies when you click on a hypertext link to their site or service, you should carefully review the privacy policy of other sites you link to from the MyHealthRecord.com website or Service.

### **D. IP Addresses**

We may also log and track IP addresses for systems administration purposes and for reporting usage trends. Your IP address is usually associated with the physical place from which you enter the Internet, the name of the domain and host from which you access the Internet, the browser software you use and your operating system, and the date and time you access the Website or Service. By collecting your IP address, we may record the page that linked you to this Website, the web pages you visit, the ads you see or click on, and other information about the type of web browser, computer, platform and settings you are using, and any search terms you enter on this Website or Service. IP addresses are not used to track an individual user's session. This information only helps us determine how often different areas of the MyHealthRecord.com website and Service are visited. We may combine nonidentifiable information collected automatically (such as through IP addresses, cookies or clickstream monitoring) with any previously submitted personal information that we may have received from you.

#### **E. Geographic Location**

We may collect your geographic location based on your IP address and other location based data.

#### **F. Surveys**

Users of the Service may have the opportunity to participate through the Service in various surveys depending on the survey and as permitted by law. Any survey responses that you choose to submit may be aggregated, deidentified and provided or sold to third parties as set forth below.

### **5. How Will Your Information Be Used And Disclosed?**

We will not sell, share or rent the information that is collected via the Service to others in ways that differ from what is disclosed in this Privacy Policy.

#### **A. Identifiable Health Information**

We may use any identifiable health information or other information that you voluntarily provide us in order to provide you with information, products or services that you may request from Us.

If you are a patient or the legal representative of a patient, any identifiable health information that you share via the Service will be made accessible to your Provider and will become a part of the records maintained by your Provider, which records are subject to your Provider's Notice of Privacy Practices.

To the extent permitted by applicable law, We may use your participation in the Service to communicate to you special offers and featured items, whether from Us, Our affiliates, our suppliers or vendors, or other third parties. If you are receiving additional communications and special offers, you may revoke your authorization to receive such materials at any time by contacting Us using the contact information below or as outlined in the applicable communication. We will implement your revocation as soon as is commercially reasonable. We cannot control any communications and other materials that you may receive directly from third parties.

We will also use your information to customize your browsing experience and communicate with you and otherwise respond to your questions and suggestions regarding use of the Service as may be permitted by applicable law.

We may share your information only with Our suppliers and vendors to the limited extent permitted by applicable law. We require those suppliers and vendors to comply with all applicable data privacy laws and regulations, including HIPAA. We do not sell, lease or rent your identifiable health information. We may also use your geographic location to provide you with specific content and direct you to your closest service providers to the extent permitted by applicable law.

## **B. Nonidentifiable Health Information**

The nonidentifiable, aggregated health information we collect may be shared with our suppliers and vendors and used in the aggregate to create summary statistics that help us analyze website usage trends, assess what information is of most and least importance, determine technical design specifications, arrange the Website in the most user-friendly way, and identify system performance or problem areas.

## **C. Aggregate Data**

We may aggregate and deidentify in accordance with HIPAA identifiable health information, either alone or with other data to create anonymous "aggregate data" regarding the users of the MyHealthRecord.com website and Service. Aggregate and deidentified data is information that describes the habits, treatment plans, usage patterns, other medical record data and/or demographics of users as a group but does not reveal the identity of particular users. This data will not identify you, but will be used as statistical information to determine such things as user demographics and usage patterns of the MyHealthRecord.com website and Service. We may use aggregate data to understand the needs of our community of users and determine what kinds of programs and services we can help provide. Aggregate data may also be provided or sold to third parties, including for the purpose of getting targeted content to you by third party vendors, suppliers, business partners and/or affiliates a picture of our community and services and/or participation in surveys or receipt of emails from third parties.

## **D. Other Use and Ownership**

We also reserve the right to share your information collected from the MyHealthRecord.com website or Service with third parties to the extent permitted by applicable law including but not limited to the requirements under HIPAA, and, in the case of identifiable health information, pursuant to the Business Associate Agreement that we have with Your Provider.

We maintain full rights to any information collected on the MyHealthRecord.com website or Service, and may freely collect, use and disclose such information unless prohibited by this Privacy Policy or applicable law as stated above.

## **E. Security**

No website can guarantee security or that loss, misuse or alteration to data hosted by or on, or accessed by or through, a website will not occur. To mitigate these risks, we maintain

physical, administrative, electronic, technical and procedural safeguards to help protect your personal information collected via the Service as required by applicable law. We use industry standards, such as Secure Socket Layers ("SSL") or Transport Layer Security ("TSL") technology, to help safeguard against such occurrences. In certain areas, the information passed between your browser and our system is encrypted with SSL or TSL technology (which covers any messages, Personally Identifiable Information or communications that you direct to Us or to your Provider using the secure messaging services) to create a protected connection between you and the MyHealthRecord.com website to ensure confidentiality. Our data center is both physically and electronically secured. Our servers are protected from open access to the Internet by using firewall and encryption technology. We limit access to personally identifiable information about you to our employees and third party agents who we reasonably believe need to have access to your information to provide you with the information or services you request via the Service. In the event that a breach in our security systems occurs and there is a possibility that an unauthorized person acquires your personal information, we will notify you of such a breach as may be required by applicable law.

#### **F. Access**

We will maintain your information and allow you to request updates at any time by logging into your Service account to access your information. You should first consult your Provider to make any updates to your information stored in your electronic health record; however, if you are unable to update through your provider, you may contact Us using the contact information set forth below and We will take steps to make sure that any updates that you provide are processed in a timely and complete manner.

#### **G. What if I am accessing this Service from outside of the United States?**

If you are visiting our Website or Service from outside the United States, please be aware that your information may be transferred to, stored or processed in the United States, where our servers are located and our central database is operated. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country, but please be assured that we take steps to protect your privacy. By using the Website or Service, you understand that your information may be transferred to our facilities and those third parties with whom we share it as described in this privacy policy.

#### **H. Transfer of Data**

In the event of a change in control of Greenway or sale by Greenway of substantially all of its assets or other acquisition, merger or reorganization, any information owned by or in the control of Greenway may be transferred to such Greenway successor, who will comply with the terms of this Privacy Policy.

#### **I. Important Note Regarding Children**

This Website and Service is not directed toward children under 13 years of age and We do not knowingly collect or use information from children under 13 through this Website or Service. Any information submitted via the Service regarding a minor under the age of 13 must be submitted by the minor's legal representative. To the extent permitted by applicable state law, minors may access their identifiable health information through their physician.

## **6. What if I have questions or concerns regarding this Privacy Policy?**

If you have any questions about this Privacy Policy or the use of your information by Us please contact us at Greenway Health, LLC, 100 Greenway Blvd., Carrollton, GA 30117 or via e-mail at [legal@greenwayhealth.com](mailto:legal@greenwayhealth.com).

If you wish to cancel your registration or be removed from the email list, please contact your physician office.