OMC MyChart Terms and Conditions of Use

The OMC MyChart application is an important service offered by Olmsted Medical Center ("OMC," "we," "us," or "our") as a convenience to OMC patients and is subject to compliance with the terms and conditions ("Terms and Conditions") set forth below. Please take time to review the Terms and Conditions carefully.

Representations of User
You hereby represent and warrant that (1) you are between 13 and 17 years old and Olmsted Medical Center has obtained consent from your parent or legal guardian to have your own OMC MyChart account by completing the *OMC MyChart Teen Account Request* form, or you have provided Olmsted Medical Center with documentation indicating that you have obtained emancipated minor status, or you are at least 18 years old, and that you possess the legal right and ability to enter into this agreement and to use OMC MyChart in accordance with these terms and conditions; and (2) the information you submit to OMC to gain registration is accurate, true, current, and complete. It is unlawful to misrepresent yourself in an attempt to gain access to someone else's personal health data and unauthorized activities may be subject to prosecution. Your access to and use of OMC MyChart are subject to all applicable federal, state, local, and international laws and regulations. All patient information viewed through OMC MyChart is strictly confidential and is subject to the protections of applicable state and federal law.

Acceptance of Terms and Conditions
When you access, use, or view OMC MyChart, you thereby agree to be bound by this agreement regarding the Terms and Conditions. Please note that Olmsted Medical Center may revise these Terms and Conditions at any time. Your continued use of OMC MyChart indicates your continued agreement with these Terms and Conditions as they may be revised.

Proxy Access
Proxy access allows for an individual to have access to another individual's OMC MyChart record. In addition to acceptance of the Terms and Conditions, all proxy users must read, understand, and agree to the Proxy Access Disclaimer.

Proxy access is granted to an individual upon the designation and authorization of an adult OMC MyChart account holder. If you choose to allow proxy access to your OMC MyChart record, it is your responsibility to choose an appropriate proxy and Olmsted Medical Center is not responsible for actions taken by your proxy. To give access to your OMC MyChart record, you will need to complete the *OMC MyChart Adult Proxy Access* form. Additionally, you will need to complete the *OMC MyChart Adult Authorization for Release of Health Information* form. Return completed forms to Olmsted Medical Center, Attn: Health Information Management, 1650 Fourth Street SE, Rochester, MN 55904. All medical information that is made available in your OMC MyChart record will also be made available to your proxy unless you indicate otherwise on the *OMC MyChart Adult Proxy Access* form. If you no longer wish for your appointed proxy to have access to your OMC MyChart record, you are responsible for revoking the proxy's access through the OMC MyChart application or by completing OMC's *Revocation of Authorization to Disclose Health Information* form or by sending your revocation request in writing to Olmsted Medical Center, Attn: Health Information Management, 1650 Fourth Street SE, Rochester, MN 55904. Upon revocation, the proxy's access will be deactivated.

Proxy access is also granted to parties with parental rights or legal guardianship for minors, or to parties who are authorized representatives of an adult, and only to the extent that the party requesting proxy access can demonstrate the legal right to the individual's medical information. Full access to all medical information that is made available through the individual's OMC MyChart record will also be made available to the proxy for minors under the age of 13. For minors between the age of 13 and 17, the proxy will have limited access to medical information (ability to schedule appointments, view immunizations, message providers) that is made available through the individual's OMC MyChart record. Additionally, minors between the age of 13 and 17 may give permission for their proxy to have full access to all medical information that is made available through their OMC MyChart record. For full access, the minor

and their parent or legal guardian will need to complete the *OMC MyChart Teen Full Proxy Access* form and the *OMC MyChart Teen Authorization for Release of Health Information* form. Proxy access for minors will automatically deactivate at the age of 18. If a minor no longer wishes for their proxy to have full access to their medical information that is made available through OMC MyChart, the minor is responsible for revoking the proxy's full access through the OMC MyChart application or by completing OMC's *Revocation of Authorization to Disclose Health Information* form or by sending their revocation request in writing to Olmsted Medical Center, Attn: Health Information Management, 1650 Fourth Street SE, Rochester, MN 55904. Upon revocation, the proxy will have limited access to the minor's medical information made available through OMC MyChart. For parties who are authorized representatives of an adult, all medical information that is made available through the individual's OMC MyChart record will also be made available to the proxy by completing the *OMC MyChart Adult Proxy Access* form.

To request access to the OMC MyChart of an adult whose medical care you help manage, the OMC MyChart account holder will need to complete the *OMC MyChart Adult Proxy Access* form. Additionally, the OMC MyChart account holder will need to complete the *OMC MyChart Adult Authorization for Release of Health Information* form. Return completed forms to Olmsted Medical Center, Attn: Health Information Management, 1650 Fourth Street SE, Rochester, MN 55904.

Termination of Access
OMC reserves the right, at its sole discretion, to deactivate or terminate access to OMC MyChart. Users of OMC MyChart will be notified if access is deactivated or terminated. The following is a list of reasons which will result in suspension or termination of access. The list is not inclusive, and each circumstance will be evaluated individually.

1 -- Automatic system deactivation will occur for a parent or legal guardian to view a minor's record when the minor reaches the age of 18
2 -- Automatic system deactivation will occur after a number of failed log-in attempts to access the secure portion of OMC MyChart
3 -- Inappropriate use of messaging or scheduling (examples: excessive, unnecessary, inappropriate content)
4 -- Abuse of proxy access
5 -- Inability to use features without constant assistance

Health
OMC MyChart is not a substitute for direct care and should not be used for emergencies or urgent matters that could affect your health. If experiencing severe symptoms and/or a medical emergency, call 911 immediately. **Do not use OMC MyChart for emergencies or urgent matters.**

Health Information
By agreeing to these Terms and Conditions, you provide Olmsted Medical Center the right to release portions of your personal health information to you via OMC MyChart to include, but not limited to, laboratory and other test results, summary of medical problems and history, medications, and allergies. Should you decide you no longer would like electronic release of your personal health information, you can choose to discontinue use of your OMC MyChart account for release of your personal health information.

The information contained in OMC MyChart may be a summary of certain information within your medical record and will not reflect your complete medical record. If you wish to inspect and/or copy your medical information, you must submit your request electronically via secure messaging through OMC MyChart or in writing to Olmsted Medical Center, Attn: Release of Information via fax at 507.287.2777 or mail at 210 Ninth Street SE, Rochester, MN 55904.

Proxies, who can demonstrate the legal right to the OMC MyChart account holder's medical information, may also inspect and/or copy the medical information by submitting a request electronically via secure messaging through proxy access to OMC MyChart or in writing to Olmsted Medical Center, Attn: Release of Information via fax at 507.287.2777 or mail at 210 Ninth Street SE, Rochester, MN 55904.

Privacy
During your treatment at Olmsted Medical Center, your provider, nurses, and other caregivers may gather information about your medical history and your current health. We emphasize privacy and security of

health information created or received by OMC and strive to safeguard and protect our patient information from any inappropriate access or breach of confidentiality. All communications containing confidential health information that are transmitted and received through OMC MyChart are subject to all state and federal laws guarding the security and confidentiality of health records. Upon accessing OMC MyChart, OMC collects and stores the following information: (1) the date and time you access OMC MyChart; (2) the IP (Internet Protocol) address of the device you are using; and (3) your activity within OMC MyChart. This information may be used by OMC for internal evaluation, quality control, and other reasons deemed appropriate by us.

For more information about patient privacy or to view OMC's Notice of Privacy Practices, please visit https://www.olmmed.org/patients-visitors/privacy/.

Electronic Communications
All communications using OMC MyChart take place via a secure internet connection. Olmsted Medical Center may send you secure messages through OMC MyChart which contain confidential medical information and other information important to the maintenance of your health. You may also securely communicate information through OMC MyChart. If your nurse/provider is not available, messages sent through OMC MyChart may be routed to other OMC personnel in order to facilitate a timely response.

OMC MyChart is not intended to replace or to serve as a substitute for in-person meetings and/or personal conversations with your nurse/provider. If OMC MyChart is unavailable, you should use other means to contact your OMC healthcare team. Please note that the contents of any OMC MyChart communication may become part of your permanent medical record at OMC.

Security; Risks of Using Secure Sites and Secure Messaging:
All data transmitted to and from OMC MyChart via a cellular or Wi-Fi connection is encrypted using Secure Socket Layer (SSL). SSL is used for transmitting personal demographic information and personal health information. Olmsted Medical Center is using industry-standard encryptions technologies to protect and secure OMC MyChart.

User names and passwords provide two layers of authentication and are stored in an encrypted database that is isolated from the internet. As a user of OMC MyChart, your role in maintaining the security of your medical information is to:

- change your password on a regular basis
- keep your log-in information (username and password) confidential.

While OMC takes measures to safeguard your security, we cannot guarantee absolute security of the system against inadvertent disclosure or intentional intrusion. The use of electronic communication systems such as the World Wide Web (including secure messaging) for communications has a number of risks that users should consider before use. Such risks include, but are not limited to, the following:

- Electronic communications can be copied, circulated, forwarded and stored, in numerous formats, including paper and electronic files. Electronic communications can be accidentally broadcast worldwide and received by many unintended recipients. Backup copies of electronic communications may exist even after the originator or recipient has deleted his or her own copy. Employers and online services have a right to archive and inspect emails transmitted through their systems.
- Message senders can misaddress a message. Messages can be intercepted, altered, forwarded, or used without written permission or detection. Electronic communications may not be answered in the time frame expected by the parties or they can be misinterpreted.
- Electronic communications are discoverable and can be used as evidence in court.
- Passwords or PINs providing access to electronic communications can be stolen and misused, or host systems can be compromised, leading to unauthorized disclosures of personal information.

As a result of these risks, OMC cannot guarantee the security and confidentiality of secure messaging and other communication submitted through OMC MyChart, and will not be liable for improper disclosure of confidential information.

Accuracy and Integrity of Information
Olmsted Medical Center attempts to ensure the integrity of OMC MyChart, but does not guarantee the accuracy, completeness, or timeliness of the information within OMC MyChart. It is possible that the application would include typographical errors, inaccuracies, or other errors. If you believe that medical information contained within OMC MyChart is incorrect or incomplete, you have the right to ask us to change the information. To request a change to your information, your request must be made in writing and submitted to Olmsted Medical Center, Attn: Health Information Management, 1650 Fourth Street SE, Rochester, MN 55904. In addition, you must provide a reason that supports your request. Olmsted Medical Center may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- was not created by Olmsted Medical Center, unless the person or entity that created the information is no longer available to make the amendment
- is not part of the medical information kept by or for Olmsted Medical Center
- is not part of the information which you would be permitted to inspect and copy
- is accurate and complete.

Proxies, who can demonstrate the legal right to the OMC MyChart account holder's medical information, may also request a change to the medical information by making the request in writing and submitting to Olmsted Medical Center, Attn: Health Information Management, 1650 Fourth Street SE, Rochester, MN 55904.

Availability
Although Olmsted Medical Center works to communicate when OMC MyChart will be unavailable due to maintenance, backup procedures, or other system outages, providing such advance notice may not be possible at all times, and OMC cannot guarantee that you will be able to access OMC MyChart at any particular time. During times when OMC MyChart is unavailable, other communication methods (such as the telephone) should be used to contact OMC.

License and Application Restrictions
Olmsted Medical Center grants you a limited, revocable, nontransferable, and nonexclusive license to access and make personal use of this application, the material provided hereon, and the accompanying services. You may not, however, in whole or in part use, reproduce, or copy the OMC MyChart application or modify any content or any proprietary notices from materials downloaded or printed out from OMC MyChart. Furthermore, this limited, revocable license does not include the right to: any use of the content of this application for the benefit of a third party or for personal financial benefit, except as OMC MyChart contemplated by these Terms and Conditions; any derivative use of this application or its contents; any transmission or provision of any content from the OMC MyChart application to a third party, except as specifically provided by these Terms and Conditions; any incorporation of data or other content from OMC MyChart in a product designed, developed, marketed, sold, or licensed by you or on your behalf; any use of data mining, robots, or similar data gathering and extraction tools; or any use of OMC MyChart in a manner contrary to any applicable law. This application (or any portion thereof) and all of the content is the property of OMC, its licensees, or its content providers, protected by United States and international copyright and other laws, and cannot be reproduced, duplicated, copied, published, sold, visited, or otherwise exploited for any commercial purpose without express written consent from OMC. You may not use any OMC logo or other proprietary graphic or trademark as part of the link without express written permission from OMC. Any unauthorized use automatically terminates the licenses and permission granted above by OMC. OMC and its affiliates reserve the right to block access, refuse services, or remove or edit content in connection with this application.

Links to Third-Party Sites
OMC MyChart may contain links to other internet sites ("Third-Party Sites") that are not owned or maintained by Olmsted Medical Center. Links to Third-Party Sites are for a patient's informational purposes only and are included for your convenience. Links to Third-Party Sites through OMC MyChart do not imply approval of or endorsement by OMC of those sites or such content. OMC makes no warranties or representations and disclaims any responsibilities for the content of and products or services offered by Third-Party Sites. Further, OMC makes no warranties and disclaims any responsibility for the content, products, or services offered or provided by our licensees and contained on this site.

Warranties and Disclosures
You assume risk for any and all use of this application. **Further, this application is provided by Olmsted Medical Center on an "as is" and "as available basis; such as OMC assumes no liability or responsibility for any errors or omissions in, or reliance upon, the information in OMC MyChart. OMC makes no representations or warranties of any kind, express or implied, including but not limited to: accuracy, completeness, or availability of content, non-infringement, merchantability or fitness for a particular use or purpose, to the fullest extent of the law. OMC does not warrant that this application, its servers, or email sent from the application, or its directors, officers, employees, trustees, agents, and affiliates are free from viruses or other harmful components or that the OMC MyChart services will be uninterrupted or error-free, or that defects will be corrected.**

Limitations of Liability; Indemnity
To the maximum extent permitted by law, Olmsted Medical Center and its directors, officers, employees, trustees, agents, and affiliates should not be liable to you or anyone else for any damages or injury, including, but not limited to, direct, indirect, consequential, special, incidental, punitive damages, personal injury, mental anguish, emotional distress, or wrongful death that result from the use of, or inability to OMC MyChart or the materials provided on OMC MyChart, or the services or products received from OMC MyChart. This includes, but is not limited to, damages resulting from actions taken by you or others in reliance on information contained in OMC MyChart, misdirection or interception of information, intentional or unintentional breaches and access by those you provide your user ID and password to. You agree that OMC shall not be liable for any damages under any indemnity or any theory, including, without limitation, liability arising out of contract, negligence, strict liability, tort, patent, or copyright infringement. OMC takes no responsibility for, and disclaims any and all liability arising from, any inaccuracies or defects in software, communication lines, virtual private network, the internet or your internet service provider (ISP), access system, computer hardware or software, or any other service or device that you use to access OMC MyChart. In consideration for Olmsted Medical Center's permitting you to use OMC MyChart, you expressly release and hold harmless OMC, 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 or equity, or otherwise, arising out of or in any way related to your use of OMC MyChart, whether arising from negligence or any other acts or omissions by OMC. In addition, you will indemnify and hold harmless OMC, 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 and Conditions, or from any breaches of confidentiality or negligence or wrongful acts or omissions, by you or your dependents, or agents. The provisions of this section entitled "Limitations of Liability; Indemnity" shall survive termination of this agreement.

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

General
These Terms and Conditions constitute the entire agreement between you and Olmsted Medical Center and govern your use of the OMC MyChart application.

MyChart is a registered trademark of EPIC SYSTEMS CORPORATION. OMC MyChart application is an important service offered by OMC as a convenience to OMC patients. We reserve the right, at our sole discretion, to discontinue the service at any time.

All Rights Reserved. All rights not expressly granted herein are hereby reserved.