

TERMS AND CONDITIONS OF USE

Vidant Health and its subsidiaries are pleased to be able to provide you access to MyChart providing the following services:

- Ability to review, request or cancel your appointments
- Ability to view selected portions of your health record such as allergies, medications, medical history, problem list and recent visit information
- Ability to receive selected lab and radiology results
- Ability to link to other sites that will provide you information

By accessing or using MyChart you agree to be bound by all the Terms and Conditions of Use. Please read the Terms and Conditions of Use entirely and carefully before using MyChart. Vidant Health reserves the right to change the features of MyChart and these Terms and Conditions of Use at any time. It is important that you review these Terms and Conditions of Use periodically as we may modify these from time to time, and you agree that such modifications are effective and binding upon you immediately upon posting of the modified version. The current Terms and Conditions of Use can be viewed at any time by clicking on the Terms and Conditions of Use link on this MyChart website.

MyChart ID and Password

Once you sign up for MyChart you will be given a one-time-only access code that you will use to activate your account. You must be age 18 or older to request a personal account. You will then create your own password and password hint. Your User ID and password are unique codes that identify you in the MyChart computer system and allow you to access your personal health information. Please **DO NOT SHARE** your password with anyone. The User ID and password you choose when you first log-on to MyChart are the keys to protecting the confidentiality of your information. You are responsible for remembering your User ID and password and for keeping them confidential. We strongly recommend that you write down your User ID and password hint and keep them in a safe place for future reference. We strongly recommend changing your password on a regular basis.

Anyone with access to your User ID and password will be able to access your confidential health information. That person will also be able to read your messages and send new messages as if they were you. It is your responsibility to prevent disclosure of your User ID and password, and to change your password if you feel that your security has been compromised. You may change your password at any time by going to the Preferences link on this MyChart website.

You will be automatically logged off after ten (10) minutes of inactivity. Your MyChart account will automatically be disabled after five (5) failed log-in attempts. You will need to email Support at mychart@vidanthealth.com for assistance in unlocking the account.

Use of MyChart

Once you have activated your account, MyChart will become the primary vehicle through which you will receive selected test results and other personal medical information from Vidant Health. (You may continue to receive communications via the United States Postal Service or other means from Vidant

Health). Through MyChart you may request new appointments and prescription renewals and review selected test results 24 hours a day, 7 days a week. You should provide us with your email address when activating your MyChart account and keep your email address current via the Preferences link in MyChart. No confidential information will be sent to your email, but you will receive email notification whenever a new result has been released to your MyChart account. This means that any person with access to your email will be able to see this notification. This could include your spouse, employer or anyone else that can access your email account. Although no private medical information will be sent, the notification that new medical information is available by accessing MyChart may be information that you would not want others to know. You should take this into account when providing an email address. Furthermore, you may receive from time to time important email notices and messages from Vidant Health. Please be sure to check your email on a regular basis. It is your responsibility to monitor these messages.

Vidant Health will use its best efforts to provide a timely response to electronic inquiries. The anticipated turnaround time for response to electronic messages is two (2) business days. MyChart should never be used for matters requiring urgent attention. Therefore, for all urgent matters that you believe may immediately affect your health or well-being, you must, without delay, dial 911.

All communication through MyChart must be in regard to your own health condition and the contents of any message will be stored in your permanent health record. You may not ask for advice or service on behalf of another person. Vidant Health does not assume responsibility for and disclaims any and all liability in connection with health information or services on this website for anyone other than MyChart enrollees.

Proxy Access

An individual age eighteen (18) or older may request proxy access to another individual's MyChart account by completing the Adult Proxy Form and submitting it to Vidant Health. Such access will only be granted with the express written permission of the patient or someone demonstrating the legal right to the patient's medical information such as a parent or legal guardian. A MyChart account will be activated for both the proxy and the account holder. If the proxy's legal relationship with the account holder changes, the account holder must inform us immediately. Vidant Health reserves the right to revoke proxy access at any time for any reason.

Website Links

MyChart may contain links to related websites not controlled or managed by Vidant Health. These links are provided for your informational purposes only. Vidant Health is not responsible for the content and performance of these sites. These website link(s) do not imply any endorsement of the material on these websites or any association with their operators. Vidant Health does not endorse and has not verified the accuracy of the information in/on these websites, and the patient should not rely on any of the information found on the websites for purposes of treatment or diagnosis. Use of other sites is strictly at your own risk including, but not limited to, any risks associated with destructive viruses. You are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the other websites.

Security and Confidentiality

We afford the same degree of confidentiality to medical information stored on MyChart as is given to medical information stored by Vidant Health in any other medium. Vidant Health is committed to protecting the confidentiality of your medical information.

Vidant Health has in place detailed policies and procedures regarding access to all health records by our staff and employees and has carefully outlined the circumstances under which your medical information may be released to parties outside the organization. These policies conform to state and federal law and are designed to safeguard your privacy. Our staff and employees are educated in Vidant Health confidentiality policies and the appropriate use of medical information. A Vidant Health patient's medical information is held in strictest confidence. Our Notices of Privacy Practices can be accessed at www.vidanthealth.com.

MyChart is located on a secure server. You can tell that it is secure by looking at the location (URL) field. If the URL begins with <https://> (instead of <http://>), the document comes from a secure server. This means your data cannot be read or deciphered by unauthorized individuals. You can tell whether you are truly connected to Vidant Health by viewing the digital certificate. This certificate verifies the connection between the Vidant Health server's public key and the server's identification.

User names and passwords provide two layers of authentication and are stored in an encrypted database that is isolated from the Internet. As a MyChart user, your role in maintaining the security of your medical information is: (1) Changing your password on a regular basis, and (2) Keeping your login ID and password confidential.

Vidant Health cannot be held responsible for:

- Unauthorized disclosure resulting from a user not logging out of an active session;
- Unauthorized disclosure resulting from a lost or stolen User ID and password;
- Unauthorized disclosure resulting from sharing an User ID and password;
- Unauthorized disclosure resulting from information printed by the user from MyChart; or
- Unauthorized disclosure resulting from personal computer settings or installed software products that may compromise information security.
- Any other use, access or disclosure outside the terms of this agreement.

Discontinuing Use of MyChart

I understand that my use of MyChart is voluntary and that I may cancel my MyChart account at any time. I understand that if I decide at any time to cancel my MyChart account, it will not affect my status as a patient. Your MyChart account may be cancelled by emailing support at mychart@vidanthealth.com.

Vidant Health reserves the right, at its sole discretion, to discontinue your account and use of MyChart. The following is a list of reasons which will result in deactivation. The list is not inclusive and each circumstance will be evaluated individually.

1. Automatic system deactivation will occur after five (5) failed login attempts to access MyChart (You will need to email mychart@VidantHealth.com for assistance in unlocking the account);
2. Inappropriate use of communicating with Vidant Health (ex: excessive, unnecessary, inappropriate content);
3. Abuse of proxy access;
4. Pending legal issues with patient or direct family;
5. Inability to use features without constant assistance;
6. Fourteen (14) months of account inactivity.

You will be notified by regular mail if your account is discontinued.

Copyright and Trademarks

MyChart is a registered trademark of Epic Systems Corporation. All content included in the MyChart webpage, including, but not limited to, text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks and data (the "Content"), in any form including the compilation thereof, are protected by U.S. and international copyright law and conventions. The Content includes both Content owned or controlled by Vidant Health and Content owned or controlled by third parties and licensed to Vidant Health. Except as set forth below, direct or indirect reproduction of the Content, in whole or in part, by any means, is prohibited without the express written consent of Vidant Health.

Availability

MyChart may not always be available to you due to system maintenance, back-ups or failures. Access is provided on an "as is available" basis and you are not guaranteed access at any particular time.

General

By using MyChart, you agree that the laws of the state of North Carolina, without regard to principles of conflict of laws, will govern these Terms and Conditions of Use and any dispute that might arise between you and Vidant Health, its employees or agents. You expressly agree that exclusive jurisdiction for any dispute with Vidant Health, its affiliates, employees, subsidiaries, contractors, officers and directors, resides in the courts of Pitt County, North Carolina and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Pitt County, North Carolina in connection with any claim involving Vidant Health, its affiliates, employees, subsidiaries, contractors, officers and directors.