*The following legal agreement is available for public use at no charge so long as the agreement is sourced back to Bridge along with the copyright information at the end of this agreement template.*

**Terms of Use**

[Insert name, address and contact information of Provider]

**TERMS OF USE AGREEMENT**

1. The patient portal and its services (“Service”) is provided to you by the healthcare service provider, herein referred to as “Provider”, "we", "us", or "our." The term "you" or "your" refers to the authorized viewer or users of this Service, including but not limited to the patient and their care team.
2. The Service offers an overview of your Electronic Health Record (EHR), which is maintained and stored by your Provider. The Service further allows you to securely communicate your personal information, among being able to perform other self-service features. The Service is governed by these Terms of Use (“Terms”); as well as our Privacy Policy, and Communications and Telehealth consent agreements if applicable, all of which are incorporated by this reference into these Terms.
3. By electronically clicking “Agree” at the end of these Terms, you understand and agree to the terms and conditions set forth herein.
4. The Service is a private internet application provided and maintained by and proprietary to the Provider, on behalf of itself and its subsidiaries. Unless the Provider has specifically authorized you to access the Service, it is a violation of U.S. state and federal law to access the private computer network of another user, or another implementation of the Service to which you are not authorized to access. Use of another’s username and password is not permitted and does not amount to authorization to use this Service.
5. There may be times when the Service is unavailable due to technical problems maintenance (schedule and unscheduled) and/or support activities. We shall make reasonable and appropriate efforts to limit such activities to off-peak hours. The Provider will not be held responsible for service outages.

**UPDATES TO SERVICE**

1. Any changes to our Service will apply both to information you submitted to us before the time of the revision, and any personal information transmitted after the revision takes effect.
2. The Service may make revisions, changes, updates and/or improvements in products and/or Services provided and described in these Terms or add and remove features at any time without prior notice.

**DESCRIPTION OF SERVICE**

1. The Service is an online platform designed to allow you to communicate and share information with your Provider. You can exchange secure messages with your Provider, request an appointment, receive telehealth treatment, view your Personal Health Record, check on your lab results, request a prescription refill, fill out Service and Provider satisfaction surveys, complete registration and health information forms, and access educational resources. In addition to your personal information, maintained in the electronic Personal Health Record by Provider, the Service may also offer certain additional news and features, or third party content
2. Do not attempt to access emergency care or urgent care through this Service. You understand that in an emergency, you should dial 911 or immediately go to the nearest hospital.

**USING THE SERVICE**

**Application Programming Interface (API)**

1. As per the ONC Health IT Certification Program Final Rule (ONC Cures Act Final Rule), implemented on April 1, 2021, Providers in collaboration with their Electronic Health Record (EHR) and/or Patient Portal vendor, are required to provide patients with access to an API, enabling patients to access their health information via a smartphone, or other device. The API is accessible at this website, free of charge: <https://bridgepatientportal.docs.apiary.io/>. A token can be requested from the Provider for access. For convenience, the Provider has also provided access to a patient portal to access the same information available in the API, which includes “all data elements of a patient’s electronic health record to the extent permissible under applicable privacy laws.”

**Accessing the Service**

1. Your Service account information and profile are password-protected. You may not permit any other person to access the Service using your username and password. The security of your password and the use of your account is your responsibility. If you learn or suspect that your username or password has been wrongfully used or disclosed, you should immediately notify Provider of the breach and reset your password.

**Caregiver / Proxy Use of the Service**

1. You may authorize a proxy(ies), including a minor or otherwise legally dependent patient, to use portions of the Service, based on privileges you’ve explicitly assigned. If the proxy is a minor, you understand that you are consenting to these Terms on the minor’s behalf, and are solely responsible for the minor’s compliance with these Terms and the possible consequence thereof. You further agree to supervise the online conduct of the minor while using the Service.
2. You acknowledge that if you grant another individual access to the information stored within the Service, they are able to view and interact with potentially confidential and/or sensitive information. Privileges you grant to someone can be amended, updated or removed by you at any time and, at your sole discretion.

**Use with Your Mobile Device**

1. Use of these Services on a mobile device requires a compatible operating system, internet access and a web browser. You agree that you are solely responsible for the fulfillment of these requirements, including any applicable changes, updates and fees, and the terms of your agreement with your telecommunications provider.

**Text Messaging**

1. The Service may include text message (ie. SMS) communications. Such text message communications may be sent to your mobile device for purposes including, but not limited to the following categories: healthcare or telehealth related communications; advertising, marketing or promotional communications; prescription or appointment reminders, and account or payment management functions. Any fees associated with receiving an SMS text message will not be the responsibility of the Provider. You can turn off receiving SMS messages in the patient portal profile management section, or contact your Provider.

**SECURE MESSAGING GUIDELINES**

1. The content of any message exchanged between you and your Provider may be stored and maintained in your Personal Health Record. You agree that all interactions through the Service will only be about you and your own health. Asking for advice or information about another person, who you are not authorized as a caregiver and clearly specifying such, is a violation of the Terms, and could potentially be harmful to you and others.
2. The secure messaging feature may only be used to ask a non-emergency question, information about a bill or payment, request a refill of an existing prescription or to request a non-emergency appointment, or change to an existing appointment.
3. Patients who use the Service will be notified via e-mail, SMS, IVR and/or mobile push notification when there is new or updated medical information to be viewed on the Service. This means that any person, including a minor, spouse or employer, with access to your email account or mobile phone may see this notification. While the email or SMS will not include detailed information about your prescriptions or treatment, the notification that new medical information is available on the Service may still be sensitive information that you would not want to share with others.
4. Your secure messages may be viewed and read by your Provider, other authorized health care providers, administrators and others who work with your Provider and your Provider’s practice.
5. We are only able to provide responses to your messages based on the information you supply. If you do not submit sufficient, complete or accurate information, your Provider may not be able to communicate effectively with you via the Service and may request that you schedule an appointment.
6. Communications and secure messages sent via the Service may be included in your Personal Health Record.

**NO UNLAWFUL AND PROHIBITED USE**

1. You may only use the Service for lawful purposes. In your access and use of the Service, you agree that you will not:
	1. Infringe any copyright, patent, right of privacy, right of publicity, trademark, trade secret, or other right of ours or any third party;
	2. Abuse, defame, harass, or stalk any individual or other user of the Service;
	3. Interfere or attempt to interfere with, or damage or attempt to damage, the Service or the proper working of the Service;
	4. Use any technical or manual process to access, copy and/or export any information maintained and stored within the Service;
	5. 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;
	6. Attempt to obtain unauthorized access to the Service;
	7. Engage, directly or indirectly, in transmission of any type of unsolicited solicitation;
	8. Engage in any activity that interferes with any third party’s ability to use or enjoy the Service;
	9. Probe, scan or test the vulnerability of the Service, or breach the security or authentication measures on the Service; or
	10. Assist any third party in engaging in any activity prohibited by these Terms.

**UN-ENROLLING**

1. If you want to discontinue your use of the Service, you agree to contact the Provider to request the account be removed..
2. You understand that once your account has been terminated, you will no longer be able to use or access the Service.
3. You understand that any information stored in the Service at the time your account is closed will be archived in our database, as per HIPAA regulations.

**PAYMENT POLICY**

1. You agree to pay Provider for the performance of the Services in accordance with the rates and fees specified by the Provider.
2. Provider reserves the right to deny non-emergency services if your account is delinquent.

**NOT MEDICAL ADVICE**

1. You acknowledge and agree that the Service does not offer medical advice, including any patient education found in the Service.

**YOUR INFORMATION**

1. Your interactions with the Service (such as secure messaging, scheduling and completing questionnaires) are interactions with your Provider. The information exchanged during these interactions is not a complete and comprehensive overview of all the data in your Provider’s EHR.
2. You have an obligation not to transmit any information, video or image through the Service that violates the privacy and publicity rights of others. No material submitted or shared through the Service can be of bullying, harassing or discriminatory nature.

**THE USE OF INFORMATION**

**Unique Username and Password**

1. You will create your own account with the Service by choosing a unique username and password. You agree not to share your account information for the Service with anyone else, unless explicitly stated otherwise.

**Access requirements**

1. Once you are granted access through your unique username and password you are authorized by Provider to use the Service in accordance with these Terms and in compliance with all applicable laws, rules and regulations.

**Responsibility for username and password**

1. You are solely responsible for any activities related to your username and password. You will immediately report:
	1. Any inappropriate or unauthorized access to your account;
	2. Any loss or disclosure of your username or password;
	3. Any actual and/or suspected unauthorized, or otherwise improper access to or disclosure of personal health information.

**Right to revoke user name and password**

1. Provider reserves the right to discontinue your access to the Service at any time in its sole discretion. You will be notified if Provider revokes your access to the Service.

**Logout**

1. You shall always log out of the Service once the session is completed and before leaving your computer.

**Wireless**

1. If you use the Service with a wireless device, you are solely responsible for the security, and the privacy policies therein, during the session.

**COPYRIGHT AND TRADEMARK NOTICES**

**Copyrights**

1. All content of the Service is Copyright Bridge Patient Portal LLC. All rights reserved.
2. All content stored by the Service is the property of Provider and/or its licensors and is protected by applicable law, unless explicitly stated otherwise. The use of the material provided by the Service is not permitted, except in connection with your authorized usage of the Service, in accordance with the Terms stated herein.

**Trademarks and Service Marks**

1. The names, words, symbols, logos and graphics representing the Service and Provider are the trademarks or registered trademarks of the Service and Provider and are protected by domestic and international trademark laws.
2. All trademarks and distinctive brand features remain the exclusive property of Provider and users of this Service are not authorized to exploit the Providers marks, including but not limited to, as metatags or in any other fashion which may give an inaccurate impression of affiliation or sponsorship with or by Provider.

**MODIFICATIONS AND TERMINATION**

**Termination**

1. The Service at its own discretion may at any time place limits on, amend, suspend or discontinue the Service, or portions thereof, without giving advance notice. Moreover, notwithstanding the rights you may have to your Personal Information and/or PHI/PHR Data shared during the Service if any, the Service and/or Provider may terminate your account and delete all data associated with your account, if Provider deems that you have violated the Terms set forth in this agreement.

**Modification of Terms**

1. Provider will notify registered users of any amendments made to these Terms, and/or prompt users to review and accept the new Terms at next login. We encourage you to periodically review these Terms to see if there have been any changes to our policies that may affect you. If you do not agree to revised Terms, you must cease using the Service.
2. Your continued use of the Service constitutes your acceptance of the modified Terms.

**Indemnification**

1. You agree to indemnity, defend, and hold the Provider, the Service and its suppliers harmless from and against all claims, damages, and expenses arising out of or related to your use of Service in violation of this Agreement.

**WARRANTY DISCLAIMER**

1. YOU ACKNOWLEDGE AND AGREE THAT SERVICE, AFFILIATES, LICENSORS, THIRD PARTY CONTENT OR SERVICE PROVIDERS, DEALERS AND SUPPLIERS (COLLECTIVELY KNOWN AS THE "SUPPLIERS"), TOGETHER WITH PROVIDER HAVE REPRESENTED THE SERVICE AS HAVING THE CAPACITY TO BE USED TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT, OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE.
2. THE SERVICE PROVIDED BY THE SUPPLIERS AND PROVIDER MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF SERVICE.
3. SERVICE, SUPPLIERS AND PROVIDER HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NEITHER SERVICE, SUPPLIERS ORPROVIDER WILL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE SERVICE. YOU ASSUME ALL RISK FOR SELECTION AND USE OF SERVICE.

**LIMITATION OF LIABILITY**

1. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SERVICE, SUPPLIERS AND PROVIDER SHALL NOT BE LIABLE TO AUTHORIZED USERS OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF USE, ATTORNEYS’ FEES, LOST REVENUES OR LOST PROFITS), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOTPROVIDER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
2. NEITHER SERVICE SUPPLIERS NOR PROVIDER WILL BE LIABLE FOR ANY DAMAGES EXCEEDING THE GREATER OF THE FEES PAID BY YOU FOR YOUR SERVICE CONNECTION.
3. 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.
4. IF YOU ARE NOT SATISFIED WITH ANY PORTION OF SERVICE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TOTERMINATE USING SERVICE.

**GENERAL**

1. You understand that the performance of these Terms is governed by U.S. state and federal laws. All disputes, which arise out of or are connected to, the use of the Service, are bound by the exclusive jurisdiction of the principal location of Provider**.**
2. Provider may at any time assign its rights and duties at its own discretion without notifying you.
3. Nothing stipulated in these Terms is a derogation of the legal obligation of the Provider and Service to comply with the requests therein, or any other requirements pertaining to the use of Service and the information transmitted during such use.
4. If any part of these Terms shall be deemed invalid, void, or for any reason unenforceable, the provision in question will be deemed severable to the extent of such prohibition or unenforceability without invalidating the remaining conditions hereof. The unenforceable term(s) shall not affect the validity of any remaining term hereof.
5. Unless explicitly stated otherwise, these Terms constitute the entire agreement between you and your Provider and these Terms supersede and extinguish any preceding arrangements and understandings, as well as contemporaneous communications, whether written or oral, relating to the use of the Service.

By clicking “Agree” below, you confirm that you have read and understood the Terms of Use and hereby accept all the terms and conditions contained herein.

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