



Alyeska Family Medicine

State of the Art Care, Traditional Values

PATIENT PORTAL USER AGREEMENT

THIS PATIENT PORTAL USER AGREEMENT (“Agreement”) dated the _____ day of _____ is between Alyeska Family Medicine Inc. (“Company”, “us”, “we”, or “our”) and the individual signing below; (“you” or “your”).

1. ACCESS AND USE. This Agreement governs your access and use of the Patient Portal (“Portal”), found at www.healthportalsite.com/alyeskafamilymedicine. **Access to the Portal is a privilege and not a right.** We in no way are obligated to provide or continue to provide access to the Portal to anyone. We may limit an individual’s access to certain features of the Portal at any time and in our sole discretion. The Portal is for communicating with you about **your** medical care. You agree that you will not use the Portal for any other purpose.

2. EMERGENCIES AND URGENCIES. YOU AGREE NOT USE THE PORTAL FOR EMERGENT OR URGENT MEDICAL NEEDS. YOU WILL CALL 911 OR TAKE OTHER APPROPRIATE ACTION IN EMERGENT OR URGENT CASES.

3. USE OF THE PORTAL. You agree that the Portal will be your preferred method for communicating with us. When reasonably possible, you agree to use the Portal to; make appointments, request medication refills, receive laboratory and other test results, send messages to us, and receive messages from us. **You agree not to use regular e-mail to communicate with us.** If you are unable to receive the information or care you need through the Portal, you agree to call us at (907) 258-1258.

4. REGISTRATION DATA. You are not permitted to access the Portal unless you have a Portal account. You hereby represent that the information you provide us to establish your Portal account is accurate and complete, and you agree to use the account maintenance feature of the Portal to maintain and promptly update your information whenever any of it changes.

5. YOUR RESPONSIBILITY. You are responsible for any and all activities that occur under your account. You are responsible for ensuring your medical needs are met in a timely manner. The Portal is a tool for the mutual convenience of you and us. We make no warranty as to its continued availability or its availability at any particular time, and we do not guarantee secure access. If your needs cannot be met by the Portal functions in a timely manner, it is your sole responsibility to communicate with us by other means including in person, by telephone, or by mail. You agree that you will maintain a valid e-mail address and will check your messages regularly.

6. ACCOUNT SECURITY. You are responsible for the privacy, security, and confidentiality of your account. You agree **NOT** to divulge your username or password to **ANYONE**. You agree that **within 24 hours** of receiving your initial username and password, you will use the account maintenance feature of the Portal to: (a) change your username; (b) change your password; and (c) provide a security question and answer. **If you do not make these changes within 24 hours, we may terminate and /or temporarily discontinue your Portal account.** YOU AGREE TO NOTIFY US IMMEDIATELY OF ANY ACTUAL OR SUSPECTED UNAUTHORIZED USE OF YOUR ACCOUNT OR BREACH OF PRIVACY, SECURITY, OR CONFIDENTIALITY OF YOUR ACCOUNT OR YOUR HEALTH INFORMATION OF WHICH YOU BECOME AWARE. You acknowledge that anyone able to provide your account username and password or username and answer to a security question will be able access your account and that complete information

about your medical history and other personal information will be available to anyone who accesses your account. **If we have reason to believe your account security has been compromised, we reserve the right to immediately discontinue access to your account with or without notifying you.**

7. TERMINATION. You may terminate this Agreement, which will terminate your Portal account and your access to the Portal, at any time with or without cause. You must request such termination in writing. It may take at least two business days after receiving such a request for us to terminate your account. We may terminate this Agreement at any time with or without cause. If we elect to terminate this Agreement and permanently terminate your account, we will notify you in writing.

8. PRIVACY. For information about our privacy practices, please consult our Notice of Privacy Practices, as may be updated from time to time. This Notice of Privacy Practices is available at our office and on our website at www.alyeskafamilymedicine.com.

9. COPYRIGHT AND OWNERSHIP. All of the content, trademarks, service marks, and trade names featured or displayed on the Portal ("Content"), excluding your personal information, is owned by Company, its licensors, vendors, or agents. The Content and all elements of the Portal, including without limitation the general design, are protected by trademark, copyright, moral rights, trademark, and other laws relating to intellectual property rights.

10. INAPPROPRIATE MATERIAL. You are prohibited from posting or sending any unlawful, threatening, defamatory, libelous, obscene, pornographic, or profane material. Such violations may subject the sender and his or her agents to civil and criminal penalties.

11. DISCLAIMERS; LIMITATIONS OF LIABILITY. YOUR USE OF THE PORTAL IS AT YOUR RISK. THE PORTAL IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. In no event will Company, or any of its officers, directors, employees, shareholders, affiliates, agents, successors, or assigns, nor any party involved in the creation, production, or transmission of the Portal, be liable to you or anyone else for any indirect, special, punitive, incidental, or consequential damages arising out of your use of or inability to use the Portal, regardless of the legal theory, and even if Company is aware of the possibility of such damages.

12. GENERAL. This Agreement and any claims relating to the Portal or its content are governed by Alaska law, and jurisdiction and venue in any action are exclusively in the state or federal courts at Anchorage, Alaska. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be struck and the remaining provisions shall be enforced.

13. Sections 9, 11, and 12 shall survive any termination or expiration of this Agreement.

14. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties with respect to the subject matters hereof and supersedes any previous or contemporaneous oral or written agreements regarding such subject matters.

I have read and understand this Agreement and have had an opportunity to have my questions answered. I am voluntarily signing this Agreement and agree to be bound by this Agreement.

PATIENT:

Patient name: _____

Name of person signing _____

Relationship to patient _____

E-mail Address _____

Signature: _____

ALYESKA FAMILY MEDICINE:

By: _____

Signature: _____

Position: _____

This section is to be completed by office staff only.