

MedStar Family Choice – Terms of Use

Access to and use of this MedStar Family Choice, Inc. information technology resource (“System” or “system”) is governed by the terms and conditions of these Terms of Use (the “Agreement” or “Terms of Use”). Please read this Agreement carefully before accessing or using the System. Throughout this Agreement, MedStar Family Choice, Inc. and its affiliated entities are collectively referred to as “MedStar,” “MedStar Family Choice,” “we,” “us,” or “our” and you are known as “user,” “you,” or “your.”

General Terms and Conditions

To protect the confidentiality of your information we will only enroll you after verifying your identity. This will be done by you entering your MedStar Family Choice Member ID. Note that the Member ID is used only one time to verify your identity. As part of registering, you will select a permanent username, password and security questions/answers to be used from that point forward.

But first you need to agree on how you will use the system. The details are below, but here’s the summary:

1. Use of the System is intended for enrollees in MedStar Family Choice Health Plans.
2. Information in the system is for informational purposes only and may not be the most current or accurate. Additionally, the information may be available to you before your healthcare provider has had the chance to review it. The information is not a substitute for professional medical advice and should not be used for self-diagnosis or self-treatment. Information in the system is compiled from information created by MedStar Family Choice or obtained from other third parties, such as your healthcare providers.
3. You are responsible for ensuring all information in your user account is current, accurate, and complete.
4. Do not use the system if you suspect you have an urgent medical problem. Promptly contact your professional healthcare provider or call 911.
5. You agree that the services of the system including messages, requests for information, and display of medical information are for convenience only. You should still contact your healthcare provider by traditional means for all medical inquiries.
6. If you believe any important information relating to your health condition is missing or inaccurate, you should contact your healthcare provider to request amendment to your health information.
7. While registering, you will be able to select a unique username and password for logging into the System. You agree to maintain the security of all user identification, password and other credentials relating to the access or use of this System. You agree not to share your user login, password or other credentials with any other person. You further agree not to pretend to be another person either when initially registering for the System or when you sign onto the System.
8. You will be responsible for maintaining the privacy, confidentiality, and security of all information accessed, printed, obtained, or retained through the System or maintained on your own device.
9. You must be at least 18 years old *or* have the legal right and ability to agree to the following Terms of Use, not just the above summary.

By logging into this System, you agree that your access to and use of this System is a privilege, not a right, and that your access and use binds you to this Agreement. If you do not agree to the Terms of Use for this System, you may not use the System.

We may modify this Agreement at any time and without further notice. Any modifications made to this Agreement will be effective immediately upon posting directly to the login window or via link available on the login screen. By accessing or using the System, you agree to be bound by all of the terms and conditions of the Agreement as posted on the System at the time of your access or use. You agree to periodically review these Terms of Use, (available at the bottom of each page) to see if there are any changes that may affect you. Your continued use of the System signifies your continued agreement to these Terms. You further agree that a copy of MedStar Family Choice's Notice of Privacy Practices is available to you at the bottom of these Terms of Use and provides information on how your Protected Health Information (PHI) is used at MedStar Family Choice.

DISCLAIMER

THE SYSTEM AND ANY INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SYSTEM IS PROVIDED ON AN "AS IS" BASIS. THAT MEANS THAT THE INFORMATION CONTAINED ON OR PROVIDED THROUGH THIS SYSTEM IS INTENDED FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON TO BE THE MOST CURRENT OR ACCURATE INFORMATION. ADDITIONALLY, THIS SYSTEM MAY PROVIDE YOU ACCESS TO INFORMATION BEFORE YOUR HEALTHCARE PROVIDER HAS REVIEWED IT. ANY ACCESS TO THIS SYSTEM IS VOLUNTARY AND ANY USE OF THE INFORMATION CONTAINED IN THIS SYSTEM IS AT THE SOLE RISK OF THE USER.

BECAUSE THE SYSTEM IS VOLUNTARY, DESIGNED FOR INFORMATIONAL PURPOSES ONLY, AND IS PROVIDED WITHOUT CHARGE, YOU ALSO AGREE THAT IT DOES NOT CONSTITUTE "DOING BUSINESS" IN ANY SPECIFIC JURISDICTION, IT DOES NOT CONSTITUTE SOLICITING BUSINESS FOR US OR ANY OF OUR AFFILIATED COMPANIES, NOR DOES ACCESS TO THE SYSTEM ESTABLISH "MINIMUM CONTACTS" WITH ANY JURISDICTION OUTSIDE OF THE STATE OF MARYLAND.

PARTS OF THIS SYSTEM MAY CONTAIN INFORMATION OR CONTENT THAT WE DO NOT OPERATE, CONTROL, SUPPLY, ENDORSE, WARRANT OR GUARANTEE AGAINST ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR LOSSES, INCLUDING LOSS OF DATA. USERS OF THIS SYSTEM ARE RESPONSIBLE FOR MAINTAINING A MEANS EXTERNAL TO MEDSTAR'S SYSTEM TO ENABLE THE RECONSTRUCTION OF ANY LOST DATA OR INFORMATION.

WE RESERVE THE RIGHT AT ANY TIME AND FROM TIME TO TIME TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THIS SYSTEM, OR ANY PART THEREOF, WITH OR WITHOUT NOTICE.

THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT OR ANY VERSION THEREOF ("MUCITA") SHALL NOT APPLY TO THIS AGREEMENT AND, TO THE EXTENT THAT MUCITA IS APPLICABLE, THE PARTIES AGREE TO OPT-OUT OF THE APPLICABILITY OF MUCITA PURSUANT TO SECTION 22-104 OF THE COMMERCIAL LAW ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SYSTEM, OR WITH RESPECT TO ANY INFORMATION, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE SYSTEM. WE DO NOT WARRANT

OR GUARANTEE THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, PRODUCTS, SERVICES, MERCHANDISE OR OTHER MATERIAL PROVIDED THROUGH THE SYSTEM OR ON THE INTERNET GENERALLY. WE MAKE NO WARRANTY OR GUARANTEE THAT THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE ALSO DO NOT WARRANT OR GUARANTEE THAT FILES AVAILABLE FOR DOWNLOADING THROUGH THE SYSTEM WILL BE FREE OF INFECTIONS OR VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT CONTAINS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

THE CONTENT CONTAINED IN THIS SYSTEM IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS, NOR SHOULD IT BE CONSIDERED A SUBSTITUTE FOR, PROFESSIONAL MEDICAL ADVICE. DO NOT USE THE INFORMATION CONTAINED IN THIS SYSTEM FOR DIAGNOSING OR TREATING ANY MEDICAL OR HEALTH CONDITION. IF YOU HAVE OR SUSPECT YOU HAVE A MEDICAL PROBLEM, PROMPTLY CONTACT YOUR PROFESSIONAL HEALTHCARE PROVIDER OR DIAL 911. THIS SYSTEM DOES NOT CONTAIN A COMPLETE SET OF YOUR HEALTH INFORMATION. HOWEVER, IF YOU BELIEVE ANY IMPORTANT INFORMATION RELATING TO YOUR HEALTH CONDITION IS MISSING OR INACCURATE, YOU ARE RESPONSIBLE FOR CONTACTING YOUR PROFESSIONAL HEALTHCARE PROVIDER TO EXERCISE YOUR RIGHTS TO REQUEST AMENDMENT TO YOUR HEALTH INFORMATION.

WE ARE NOT LIABLE TO ANY USER, OR ANYONE ELSE, FOR ANY DECISION MADE, ACTION TAKEN, OR THE FAILURE TO MAKE ANY DECISION OR TAKE ANY ACTION, BASED ON RELIANCE UPON THE INFORMATION CONTAINED ON OR PROVIDED THROUGH THIS SYSTEM OR BASED ON UNAVAILABILITY OF THIS SYSTEM. YOU AGREE TO HOLD HARMLESS MEDSTAR FAMILY CHOICE, INC., ITS AFFILIATED ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, PHYSICIANS AND VOLUNTEERS FROM ALL CLAIMS, JUDGMENTS OR DAMAGES RELATING TO THE USE OF THIS SYSTEM.

Users' Agreement

Access Agreement. By registering to use this System, users will be assigned unique user login names and passwords. You agree to maintain the security of all user identification, password and other credentials relating to the access or use of this System. You agree to store your user credentials in a safe and secure place and not share your user login, password or other credentials with any other person. You will not invade the privacy of, or obtain the identity of, any other user of these services. You are responsible for all uses of the services accessed through your user ID and password.

Use Agreement. You agree that you will only access and use this System, any component thereof, or any connected systems, for lawful and permitted purposes and that you will not be permitted to access or use any part of the System for an unlawful purpose or in a manner that is otherwise restricted or limited by MedStar policies, rules, or requirements. You further agree not to pretend to be another person either when initially registering for the System or when you sign onto the system. This does not preclude your access to information of other members of your family for which you are legally entitled. You may create a record for (i) an adult who consents to you managing their health pursuant to a form of written consent as approved by MedStar, (ii) an adult for whom you are a legal guardian, or (iii) a minor (your minor child or a child for whom you are a legal guardian), to the extent allowed by applicable law. Due to various federal and state regulations, certain categories of a minor's health information have been identified as sensitive and therefore may not be available within a minor's record, or the record of an adult patient for whom you serve as a personal representative.

Secure Messaging. You agree that secure messaging tools, including but not limited to requests for account changes or information, and other messaging activities are provided for convenience only and are not a substitute for contacting MedStar Family Choice or your healthcare provider, as applicable, by traditional means of communication. You agree that there is no guarantee that you will receive a response to secure messaging attempts and that it is your responsibility to contact MedStar Family Choice or your healthcare provider in the event you do not receive a response. You further agree that we may terminate or discontinue secure messaging tools or features at our discretion at any time and without any prior notice.

Confidentiality, Privacy and Security of Information. In addition, you agree that upon accessing the System, you become responsible for maintaining the privacy, confidentiality, and security of all information accessed, obtained, or retained through the System or otherwise stored or maintained on your own device. This means that by accessing the System, you are responsible for the protection of any information stored on your device or accessed or used through the System including, when applicable, the appropriate physical, administrative, and technical safeguards necessary to protect the unauthorized access, use, or disclosure of such information. You acknowledge that you are solely responsible for any liability arising out of such inappropriate access, use or disclosures. This means, for example, that you are responsible for appropriately protecting passwords, taking appropriate steps to secure sensitive data transmissions, logging off the System when not in use, and instituting all protections relating to your hardware or software used to access the System that are necessary to protect the integrity and security of any information stored on your device, including but not limited to installing and operating anti-virus and anti-spyware, among other security protection hardware or software.

Acceptable Use. You agree you will not access, attempt to access, or use the System:

1. for any purpose in violation of local, state, national or international laws;
2. for any purpose that infringes on or violates any rights of any party;
3. for any purpose that threatens MedStar's systems, reputation, licensure or accreditation status, or is otherwise harmful to MedStar;
4. in any way that would interfere with other users' Acceptable Use of MedStar systems;
5. to circumvent or render ineffective, any means of protecting privacy and security of MedStar members, patients and other users;
6. as a means to distribute any unsolicited material to any third parties, impersonate another person or create any false MedStar account information or health record for yourself or others;
7. to install, store, download, use, copy, share, display or transmit any materials or information that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by us in our sole discretion.

Agreement to Not Re-Disclose or Release Information. You agree not to download, print, or otherwise re-disclose or release any information obtained or accessed through the System except as necessary to share with your healthcare providers or payers for your care and treatment and as otherwise permitted by law.

Hold Harmless. You agree to hold harmless, indemnify, and defend at MedStar's option, MedStar, its affiliates, and their respective officers, directors, employees, physicians, volunteers, successors and assigns from any claims, damages, losses, liabilities, judgments, (including claims of lost wages, revenue, or business) as well as all costs and expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to use of the System, for any breach or violation of this Agreement, or because of any services related to or provided by this System. You also agree to fully cooperate with MedStar to investigate any claims, complaints, or concerns arising out of your use of the System. The sole and exclusive remedy for dissatisfaction with the services provided through this System will be to stop using the System.

Users agree to comply with all user responsibilities and obligations as stated in these terms of use.

Content Ownership / Copyright And Trademarks

The information and content contained in this System, including but not limited to medical information relating to you, is owned in whole or in part by MedStar Family Choice, Inc. and/or its affiliated entities. Other information contained in this System may be owned, in whole or in part, by unrelated entities for which MedStar may be a licensee. All content or information created by or owned by MedStar shall remain the property of MedStar and its affiliated entities. All content or information created by or owned by an unrelated entity shall remain the property of that unrelated entity. This System may contain links to third party websites for convenience. MedStar does not endorse or control the content of any third party websites unless otherwise stated, and we have no responsibility for the content or material contained on such websites. This System may also contain trademarks and other copy written materials or information that are solely owned by, and shall remain solely owned by, MedStar Family Choice, Inc., its affiliated entities, or other unrelated rights holders. Subject to the terms of use herein, you may download and reprint copies of information relating to you and your health condition to share with your healthcare providers or payers for your care and treatment. Any other use of the materials is strictly prohibited without our prior written permission and the permission of the applicable rights holder(s).

Users' Representations

All System users represent and warrant that they are at least 18 years of age or that they possess the legal right and ability to agree to these Terms of Service and to use this site in accordance with these Terms of Service.

Conflict Resolution

You agree that this Agreement is entered into between you and us in the State of Maryland, United States of America, and is performed within the State of Maryland and governed by and shall be construed in all respects under the laws of the State of Maryland, exclusive of its choice of law or conflict of laws provisions. In any claim or action by you directly or indirectly arising under this Agreement or related to the Service, you and we each irrevocably agree to submit to the exclusive personal jurisdiction of the Maryland State Circuit Court sitting in Howard County, Maryland, or if such court does not have subject matter jurisdiction, then you and we each irrevocably agree to submit to the exclusive personal jurisdiction of the United States District Court, District of Maryland, Baltimore Division and we each waive any jurisdictional, venue or inconvenient forum objections to such court.

If any of the provisions of this Agreement are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement is further subject to MedStar Family Choice enrollee dispute resolution and grievance procedures.

Termination of Access Rights and Use Features

MedStar Family Choice may modify, suspend, or limit access to the System at any time without notice, subject to applicable law. If you violate the terms of this Agreement, your rights to access and use this System may be immediately terminated and you may be subject to additional consequences, including criminal prosecution, civil litigation, reporting to appropriate law enforcement authorities, reporting to regulatory or licensure authorities, or other remedies as appropriate. In the event we terminate your System access, we may, in our sole discretion, notify you of our intent to terminate your access to this System. However, because access to and use of this System is a privilege, we may terminate access to the System, or any portion thereof, or discontinue providing the System, or any portion thereof without any prior notice at our discretion. These actions are in addition to and not in lieu or limitation of any other

right or remedy we may have available at law. Further, we shall not be liable to you or any third party for any such termination or discontinuance.

Your Termination / Cancellation of Account

You may terminate your use of the System and close your account at any time by revoking consent to the third party applications listed in your account.

Miscellaneous

You agree that these terms of use may be automatically assigned by us, in our sole discretion, to a third party in the event of a merger, acquisition or liquidation. Our failure to act with respect to a breach by you or others of these terms of use does not waive our right to act with respect to subsequent or similar breaches. These terms of use set forth the entire understanding and agreement between us and any System user with respect to this System, its uses and services.

This Agreement constitutes the entire agreement between you and us relating to the access and use of the System and any of its services. This Agreement may not be modified, in whole or in part, except as described elsewhere in this Agreement. Any representations by our representatives, information contained in another agreement, or any other statements or information presented within the System that is inconsistent with or conflicting with the terms of this Agreement is superseded by the terms of this Agreement.

Collection Of User Information

You agree that MedStar may monitor your individual use of this System and may collect data or information about your use of the System to use at its discretion. Information collected may include but not be limited to, for example, access dates and times, periods of connectivity, information relating to web pages visited, and other information relating to your access or use of the services.

This system is owned and operated by MedStar Family Choice, Inc. and its affiliated entities, and is available to authorized individuals only. Access and use of this system is limited to purposes which promote the vision, mission, and values of MedStar Family Choice, Inc. and its affiliated entities. This system, including all related networks, hardware, and software are subject to all applicable MedStar Family Choice policies including MedStar Family Choice policies governing access, acceptable use, and disclosures of system-based information and assets. MedStar Family Choice reserves the right to regularly monitor and record the activities of its users to assure appropriate use of information technology resources. Misuse of any MedStar Family Choice system resources may result in termination of access in accordance with these Terms of Use.

Privacy Policies

<https://www.medstarhealth.org/patient-privacy-policy#q={}>
<https://www.medstarhealth.org/online-privacy-policy>

The Terms of Use statement is not intended to and does not create any contractual or other legal right in or on behalf of any party.