

PATIENT PORTAL TERMS AND CONDITIONS

Introduction

These Terms and Conditions constitute a binding agreement between you and Southwest Diagnostic Imaging Center (SWDIC) and/or Southwest Diagnostic Center for Molecular Imaging (SWDCMI) ("we," "us," or "our"). These Terms and Conditions supplement the Website Terms of Use with respect to your use of the Patient Portal. In the event terms hereof conflict with the Website Terms of Use in relation to your use of the Patient Portal, these Terms and Conditions shall control.

The Patient Portal is an Internet service that allows our patients to: securely communicate with us; access selected, limited medical information from their medical record; request to schedule, reschedule and/or cancel appointments; view and update personal information; review and/or share diagnostic exam(s) results; read patient educational material; view statements; pay bills; and access related services and content.

The Patient Portal is provided on behalf of SWDIC and SWDCMI and our physicians, employees, managers, officers, directors, agents, and representatives, all of which are intended third-party beneficiaries of this agreement and entitled to enforce all Terms and Conditions of this agreement (collectively, "Southwest Diagnostic").

By accessing or using the Patient Portal, you confirm that you agree to these Terms and Conditions. If you do not agree, do not use the Patient Portal. By agreeing to these Terms and Conditions, you acknowledge that you are at least 18 years of age or legally emancipated and that you are requesting access to Patient Portal. You acknowledge that Patient Portal is offered conditioned on your compliance with these Terms and Conditions and agree that we may limit or discontinue your use of Patient Portal at any time should you fail to comply or we decide to limit or discontinue the Patient Portal.

Minimum Requirements and Security

This website uses encryption software. In order to use Patient Portal, you must have:

- A personal computer equipped with Windows 7 or higher and an internet browser with Internet Explorer 9 or higher, Chrome, or FireFox;
- A tablet or smartphone with any operating system;
- Internet access, a valid email account, software to receive and read email messages, and spam filters set to accept email from our domain; and
- Adobe Reader installed (to download a copy of Adobe Reader, please go to <http://get.adobe.com/reader/>. Please note, Mac devices will have to download Adobe Reader instead of using Apple's built in PDF support.

While we use state-of-the-art security, no system can guard against risks of intentional intrusion or inadvertent disclosure of information. When using Patient Portal, information may be transmitted over media that are beyond the control of SWDIC/SWDCMI and its contractors and subcontractors and that may not be secure. For example, you may receive email, text, or telephone communications in connection with your use of Patient Portal, all of which are inherently unsecure and subject to disclosure to or access by third parties (e.g., if your phone is used by someone else, you do not keep your phone or

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email information up to date on Patient Portal and communications are misdirected, or the network or systems of a telecommunications provider are hacked). Furthermore, electronic services, such as those provided by SWDIC/SWDCMI and its contractors and subcontractors and any telecommunications providers involved in the transmission of data are all inherently subject to failure, and none of the foregoing can guarantee that their services will be provided without error or interruption at all times that you may wish to use those services. YOU HEREBY EXPRESSLY ASSUME THE RISK AND FINANCIAL LIABILITY OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF ANY SERVICE RELATED TO PATIENT PORTAL. Once information is received by us, your medical information or Protected Health Information under HIPAA will be treated as confidential and used or disclosed only as permitted by law.

Security, Confidentiality and Usage Guidelines for Patient Portal

YOU MUST NOT SEND ANY MESSAGES REQUIRING URGENT ATTENTION USING PATIENT PORTAL. If the matter is not urgent but you need a response in less than two business days, please contact us directly by telephone during our regular business hours, which you may find on the log-in screen for Patient Portal.

The Patient Portal is designed as a secure Internet-based environment through which you may receive confidential medical information about yourself. When you initially enroll to use the Patient Portal, you will need to confirm your identity via a two-step authentication workflow, and you will need to establish an email and a confidential password for login credentials. Please DO NOT SHARE YOUR PASSWORD with anyone. Anyone with access to your password will be able to view your medical and financial information and communicate with SWDIC/SWDCMI as if that person were you. Thus, when you give someone your password, you are authorizing that person to access your account, and you are responsible for all transactions that person performs while using your service. It is your responsibility to prevent disclosure of your password and to change your password if you feel that your security has been compromised. If you believe that your password has become known to an unauthorized person and want verification of any changes that may have been made to your account, please contact us for assistance. You can change your password in the Patient Portal at any time by clicking the "Security Settings" link under "Profile."

By accepting these Terms and Conditions, you certify that you are authorized to open or access the account you are requesting and that all information you have provided to us is true and correct to the best of your knowledge. It is required that a Patient Proxy Authorization form be fully completed and signed by you and the patient (if an adult) if requesting access to a spouse or individual to whom you are providing assistance as caregiver; or if you are requesting access to a minor child under the age of 17.

You MUST provide us with your email address when activating your Patient Portal account and keep your email address current via the "My Profile" link under "Profile", to ensure that you receive notification of newly released information in a timely manner. You may continue to receive communications via the United States Postal Service or other means from us.

We secure your personal information from unauthorized access, use, or disclosure. The personally identifiable information you provide is maintained by us on computer servers in a controlled, secure environment, protected from unauthorized access, use, or disclosure. When personal information is transmitted from your PC and/or mobile devices to Patient Portal, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol. As a user of Patient Portal, you hereby agree

that you (and not SWDIC/SWDCMI) are solely liable for viruses, worms, Trojan horses, cancel bots, and other electronic mechanisms designed to destroy or impair the functioning of computer systems already residing on your PC and/or mobile device.

When you use the Patient Portal, we collect personally identifiable information, such as your email address, name, home address, telephone number, ZIP code, age, gender, contact preferences, access times, and account activity. This information is used by us for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of Patient Portal. We may share data with business associates working on our behalf to help us perform statistical analysis, send you email or postal mail, or provide customer support. We encourage you to review the Privacy Statement for further information regarding how your personal information may be used.

Cookies are used for system performance functionality. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Patient Portal services.

How We Protect Your Personal Health Information

We consider the privacy of your health information to be one of the most important elements in our relationship with you and one we take very seriously. By accessing or using Patient Portal, you acknowledge that you have received and read a copy of our Notice of Privacy Practices, which can be found in paper copy at our office or on our website at www.swdic.com or www.swdcmi.com.

All communications between you and our imaging center(s) using Patient Portal are carried over a secure, encrypted connection. While you may receive an email notifying you of new messages in your Patient Portal Inbox, these emails will not contain any protected health information. It is your responsibility to log in to your Patient Portal account and read the messages promptly.

Your Responsibilities

Patient Portal is a communication service offered as a convenience to our patients. We reserve the right to change the terms, conditions, and notices under which Patient Portal is offered. By accessing or using Patient Portal, you further agree that any and all such modifications are effective and binding upon you immediately upon posting of the modified version.

You acknowledge that by entering your mobile telephone number into Patient Portal you are providing written consent for SWDIC/SWDCMI to send automated text messages. You may opt out of receiving text messages by going to "My Reminders" under the "Profile" tab.

You understand that Patient Portal provides you with online access to some clinical information about you. You are solely responsible for any sharing of Patient Portal content that you intentionally or unintentionally communicate to others.

Patient Portal Messaging

By using Patient Portal, you acknowledge and agree that this messaging service is intended to facilitate communication regarding your protected health information. You agree not to use the Patient Portal to post or send any illicit or offensive material.

You understand that messages will be routed to the appropriate department as necessary for handling, and therefore our employees may be involved in addressing your request. You understand that

SWDIC/SWDCMI may send you messages, exam results, and other communications via Patient Portal. It is your responsibility to monitor these messages. By entering your valid and functional email address at registration, you have enabled us to notify you of messages sent to your Patient Portal Inbox.

Discontinuing Use of Patient Portal

You may discontinue your use of Patient Portal at any time by sending a secure message to dlswdicppsupportsystems@texashealth.org.

We reserve the right, in our sole discretion, to limit or discontinue your use of Patient Portal at any time and for any reason, including, but not limited to, your use of Patient Portal on behalf of another person.

You will be notified if your Patient Portal service is discontinued.

Your Clinical Information

As your provider of diagnostic imaging, we are required to maintain documentation of your visit, including the results of any and all exams performed at SWDIC/SWDCMI. The Patient Portal is an Internet application that enables a patient to have secure web-based access to protected health information, and allows secure electronic messaging. By using Patient Portal, you understand that not all of your protected health information will be accessible through your Patient Portal account. Posting of information to your Patient Portal account is at the sole discretion of SWDIC/SWDCMI.

Messages you send or receive via Patient Portal may become part of your permanent medical record at the sole discretion of SWDIC/SWDCMI. If such messages are made part of your permanent medical record, they will be accessible to our current and future staff members who are involved with your care.

Copyright and Trademarks

All content included in Patient Portal, including, but not limited to: text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks, and data ("Content"), in any form, are protected by US and international copyright and trademark law and conventions. The Content includes both Content owned or controlled by SWDIC/SWDCMI, as well as Content owned or controlled by third parties and licensed to SWDIC/SWDCMI, and no right, title, or interest is granted to you in or to any Content other than the right to use such content in connection with your use of Patient Portal. Reproduction of any Content, in whole or in part, by any means, is prohibited without our express written consent.

Access

Failure to comply with any of the Terms and Conditions contained herein may result in cancellation of your Patient Portal account, including the right to access information through Patient Portal. We reserve the right to report violations of law to appropriate law enforcement agencies and to pursue all other rights and remedies available to it under civil or criminal law.