

## **myHealthPointe™ Portal Terms of Use**

**Last updated: February 7, 2022**

myHealthPointe™ Portal (“myHealthPointe”) is a Netsmart Technologies, Inc. (“Netsmart”) solution. By using or accessing myHealthPointe you agree to be bound by the following terms (“Terms”).

### **Creating, Accessing and Using myHealthPointe**

Creating a myHealthPointe account allows you to create and maintain your health records with participating medical providers.

You must be at least 16 years of age to create a myHealthPointe account. You will make a username and password that is unique to you. You may not permit any other person to use your username or password to access myHealthPointe. It is your obligation to keep your username and password secure. If you learn or suspect that your username and password have been wrongfully used or disclosed, you should notify Netsmart and immediately reset your password.

All use of your myHealthPointe account is your responsibility. You agree not to upload, post, or transmit any information through myHealthPointe that is of a discriminatory or harassing nature or violates any privacy or other rights of others. You may not use myHealthPointe for any purpose that is unlawful or otherwise prohibited by these Terms. You may not use myHealthPointe in any way that could damage, disable, or impair myHealthPointe or in any manner that interferes with another party’s use of myHealthPointe.

Netsmart is under no obligation to monitor the information you provide to myHealthPointe but may remove or delete any information that violates these Terms.

### **Maintaining a myHealthPointe Account for Another Individual**

If you are legally authorized access to another person’s health information you may be given access to their myHealthPointe account, subject to these Terms and to the extent allowable by applicable law. Various federal and state regulations may prohibit sharing certain categories of a minor’s health information with anyone but the minor.

### **Third Party and Proxy Use of myHealthPointe**

You may authorize certain healthcare professionals to view, contribute to, and receive information from your health record(s) in your myHealthPointe account. You may do so by assigning privileges to those professionals through your account. Any such privileges granted are your sole responsibility. You may modify or cancel privileges for any reason and at any time.

You may also assign privileges to allow a proxy to view, contribute to, and receive information from your myHealthPointe account. You may authorize anyone who qualifies for a myHealthPointe account as a proxy. You may modify or cancel proxy privileges for any reason and at any time. If you allow a minor to be a proxy, you agree that you are accepting these Terms on the minor’s behalf and are solely responsible for the minor’s compliance with these Terms and any consequences of their use.

### **Disclosure of Information Pursuant to Law**

Netsmart may, in its sole and reasonable discretion, disclose information contained in myHealthPointe to satisfy legal obligations or investigate compliance with applicable law.

## **Privacy**

You agree to be bound by and abide by Netsmart's Privacy Policy, found at <https://www.ntst.com/Privacy-Policy>, and incorporated herein by reference.

Providing access to myHealthPointe to you does not render Netsmart or you a business associate or covered entity under the United States' Health Insurance Portability and Accountability Act (HIPAA).

## **Information, Resources, Programs, & Other Third Party Services**

You may be offered the opportunity to access and/or the ability to utilize certain third party healthcare informational resources, programs, and services as well as the ability to receive suggestions on health management through your myHealthPointe account. In such instances, Netsmart will provide terms and conditions applicable to those programs or services, as available. In the event the terms and conditions specific to any other program or service conflicts with these Terms, the terms of the applicable program or service will control.

Netsmart does not endorse the information, resources, programs, or services of third parties and makes no warranty of any kind regarding them. Participation in or utilization of such third party information, resources, programs, or services is at your risk and discretion. **ALL THIRD PARTY INFORMATION, RESOURCES, PROGRAMS AND SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND.**

Further, you may be able to participate in various condition management or other programs offered on myHealthPointe. In doing so you may authorize certain healthcare organizations to retrieve and/or contribute information to your myHealthPointe account. You may choose the information accessible and to be provided through your myHealthPointe account and are responsible for maintaining your own authorizations. Again, such authorizations shall be at your own risk and discretion and are your sole responsibility.

The information, resources, programs, and other services are intended for use by consumers in the United States only.

## **Third-Party Website Links**

myHealthPointe contains links to third-party websites. These links are provided for your convenience only. Netsmart has no authority over the third-party websites and assumes no liability or responsibility over the websites. Access is solely by your choice and at your own risk.

## **No Medical Advice**

myHealthPointe is an information management tool only. You should consult your healthcare provider regarding any questions you have about any information provided to you on myHealthPointe. Netsmart does not provide medical advice.

**YOU ACKNOWLEDGE AND AGREE THAT NETSMART HAS NOT REPRESENTED MYHEALTHPOINTE AS HAVING THE ABILITY TO DIAGNOSE, TREAT OR PERFORM ANY OTHER TASKS THE CONSTITUTE THE PRACTICE OF MEDICINE.**

**No Warranties**

MYHEALTHPOINTE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, AVAILABILITY OR THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. NETSMART AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW.

**Limitation of Liability**

IN NO EVENT WILL NETSMART OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY IF YOU ARE DISSATISFIED WITH MYHEALTHPOINTE OR THESE TERMS IS TO DISCONTINUE USE OF MYHEALTHPOINTE.

**Indemnification**

You agree to indemnify, defend, and hold Netsmart and its suppliers harmless from and against all claims, damages, and expenses arising out of or related to your use of myHealthPointe.

**Termination**

Please contact your healthcare provider if you wish to delete your myHealthPointe account, terminate use and to exercise your individual privacy rights. Based on applicable laws and regulations, Netsmart is not permitted to fulfill your privacy rights as is relates to your myHealthPointe account.

**Notices**

Netsmart will provide any necessary notices to you via electronic mail, general notice posting on the myHealthPointe website, or in writing to the address on record in your myHealthPointe account. You may give notice to Netsmart by letter delivered to:

Netsmart Technologies, Inc.  
Attention: \_\_\_\_\_  
11100 Nall Avenue  
Overland Park, KS 66211

All notices shall be deemed delivered when received.

**Governing Law**

These Terms are governed by the laws of the State of Kansas, without giving effect to the conflict of law rules thereof. You consent to the exclusive jurisdiction and venue in the courts of Johnson County, Kansas, for all disputes arising out of or relating to the use of myHealthPointe. Any cause of action or claim must be brought within one (1) year of the event that gives rise to the claim.

**Waiver**

A waiver or consent to any term, condition, right or remedy under these Terms must be in writing to be effective. Failure of Netsmart to enforce any term or condition of these Terms will not constitute a waiver

of such term or condition. No waiver or consent for any one matter will be a waiver or consent for any subsequent or different matter.

### **Assignment**

Netsmart may freely assign its rights and duties under these Terms, in whole or in part, without notice to you. You may not assign your rights or duties to any one at any time for any reason.

### **Modification**

If any provision of these Terms is found to be invalid, illegal, or unenforceable under any applicable statute or law, it shall be replaced by a valid, enforceable provision that captures the original intent of the provision. The remaining provisions of this Terms will not be affected in any way.

These Terms may be revised from time to time at Netsmart's discretion. You are responsible for regularly reviewing these Terms. Your continued use of myHealthPointe constitutes your acceptance of the revised Terms. If you do not accept the revised Terms, you must discontinue use and delete your myHealthPointe account.

### **Intellectual Property Notices**

myHealthPointe and any information provided through myHealthPointe is the property of Netsmart and its suppliers, as applicable. You obtain no rights in any information on myHealthPointe outside of your information in your personal myHealthPointe account. You may not reproduce, transmit or keep any information provided by Netsmart or its suppliers without the express written consent of Netsmart or its suppliers, as applicable. Any rights not expressly granted in these Terms are hereby reserved.