

TERMS AND CONDITIONS OF USE

Thank you for visiting the patient portal (the "Patient Portal") of Avera and its subsidiaries (collectively, "Avera") as well as independent provider participants in AveraChart. A list of participating facilities is available at averachart.org. This page contains the terms and conditions that apply to your use of this Patient Portal. Your use is also subject to Avera's Internet Privacy Policy.

PLEASE READ THESE TERMS AND CONDITIONS OF USE (THE "TERMS") CAREFULLY BEFORE USING THE AVERACHART PATIENT PORTAL. BY ENTERING THIS PATIENT PORTAL, YOU AGREE TO THE TERMS.

If you do not agree to the Terms, you may not use this Patient Portal. We reserve the right, at our discretion, to update or revise the Terms. Please check the Terms periodically for changes. Your continued use of the Patient Portal following the posting of any changes to the Terms constitutes acceptance of those changes. Avera reserves the right to terminate or alter the Terms, or to modify or terminate the Patient Portal at any time without notice to you.

What is the Purpose of the Patient Portal?

This Patient Portal contains information about you but, is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Users of this Patient Portal should not solely rely on information provided in this Patient Portal for their own health needs. If you have a health-related problem, or any specific medical questions, please consult with your health care provider. Mere use of this Patient Portal does not create a patient relationship with AveraChart facilities or their medical staff.

AveraChart facilities may also use this Patient Portal to communicate with you or provide you with resources that may be helpful to you.

Legal Disclaimer and Limitation of Liability Disclaimer of Warranties

AVERA MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION CONTAINED OR REFERENCED IN THIS PATIENT PORTAL. ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS PATIENT PORTAL (THE "CONTENT") ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. AVERACHART FACILITIES, THEIR SUBSIDIARIES, AFFILIATES, LICENCEES, AND ITS LICENSORS DO NOT WARRANT (1) THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; (2) THAT THIS PATIENT PORTAL WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (3) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (4) THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS PATIENT PORTAL IS SOLELY AT YOUR RISK. IN THE EVENT THAT STATE OR LOCAL LAW DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

Limitation of Liability

AVERACHART FACILITIES DO NOT ASSUME ANY RISK FOR YOUR USE OF THIS PATIENT PORTAL. USERS OF THIS PATIENT PORTAL SHOULD BE AWARE THAT INFORMATION ABOUT HEALTH CARE CHANGES CONSTANTLY, AND BECAUSE THIS PATIENT PORTAL IS ONLY UPDATED PERIODICALLY, IT MAY NOT CONTAIN THE MOST RECENT INFORMATION. AVERA RESERVES THE RIGHT TO UPDATE OR CHANGE INFORMATION CONTAINED IN THIS PATIENT PORTAL AT ANY TIME. AVERA IS NOT RESPONSIBLE FOR INFORMATION APPEARING AT HYPERLINKS. ALSO, THE USE OF THIS PATIENT PORTAL DOES NOT CREATE A PHYSICIAN-PATIENT RELATIONSHIP AND DOES NOT OBLIGATE AVERACHART FACILITIES TO FOLLOW-UP OR CONTACT USERS OF THIS PATIENT PORTAL.

UNDER NO CIRCUMSTANCES SHALL AVERACHART FACILITIES, THEIR SUBSIDIARIES, AFFILIATES, LICENCEES, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS PATIENT PORTAL. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF AVERACHART FACILITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN THE EVENT THAT STATE OR LOCAL LAW DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AVERACHART FACILITIES' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

AveraChart has Proprietary Rights in the Materials on the Patient Portal

You acknowledge and agree that this Patient Portal is protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by Avera, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such Patient Portal. Notwithstanding the above, you may print or download one copy of the materials or content on this Patient Portal on any single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. Systematic retrieval of data or other content from this site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Avera is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in the Terms is prohibited.

Choice of Law, Forum, and Attorneys' Fees

The Terms shall be governed by and construed in accordance with the laws of the State of South Dakota. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to the Terms or your use of this Patient Portal shall be filed only in the state or federal courts located in Minnehaha County, South Dakota, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. In any litigation arising out of the Terms, the prevailing party shall be entitled to recover its attorney's fees and costs in trial, on appeal, and in any bankruptcy proceeding.

Unless otherwise specified herein, the Terms and Internet Privacy Policy govern your use of this Patient Portal and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Avera with respect to this Patient Portal. If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

PRIVACY POLICY

This Privacy Policy will tell you what kinds of information we collect about you when you visit the patient portal ("Patient Portal") of Avera, how we may use that information, whether we disclose it to anyone, how we protect it, and your choices regarding our use of, and your ability to correct, the information. You must read our Privacy Policy to understand both our commitment to you and your privacy, and how you can help us to honor that commitment. By entering this Patient Portal, you accept this Internet Privacy Policy and Avera's Terms and Conditions of Use. For information about how an AveraChart facility uses, discloses and secures your protected health information, please refer to that AveraChart facility's Notice of Privacy Practices.

This Privacy Policy only applies to your use of this Patient Portal. Other Patient Portals which are linked to by this site are not subject to this Privacy Policy, and Avera is not responsible for the content of or information collection policies of third party Patient Portals.

How We Collect Information About You

We collect information about you in the following ways:

You may submit Voluntary Information.

There may be certain areas in this Patient Portal where you can voluntarily submit information, including personal information such as information that could be used to identify or contact you or information about your medical condition ("Personal Information"), to AveraChart facilities. If you choose to voluntarily submit information, including Personal Information, to AveraChart through this Patient Portal, you understand that such information will be transmitted over the Internet. While Avera has taken reasonable steps to protect any information that you may submit from unauthorized interception and use, the risk of unauthorized interception and use of electronically transmitted information cannot be entirely eliminated. Therefore, there is always a risk of unauthorized interception and use of any information that you submit to AveraChart through this Patient Portal. If you voluntarily access and use this Patient Portal, AveraChart facilities will not be responsible for any unauthorized interception and use of your information, and you understand and agree that AveraChart facilities shall not be liable for any direct, indirect, punitive, incidental, special or consequential damages arising from your use of this Patient Portal.

We may store your Internet Protocol Address.

We may store the Internet Protocol (IP) address of your computer when you visit our Patient Portal. This information is only used in the aggregate to create broad demographic summaries of Patient Portal users. However, our use of the IP addresses does not identify the actual users of this Patient Portal.

We may use Cookies.

We may also collect information about you and your use of our Patient Portal through the use of "Cookies." Cookies are small computer files located on your computer's hard drive that allow us to know how often you visit our Patient Portal and the activities you conduct while on our Patient Portal. This information may help us dynamically generate content on our web pages that is specifically designed for you and also allows us to statistically monitor how many people are using our Patient Portal and for what purpose. Third parties may also use Cookies when you select their content or service, and we cannot control their use of Cookies or how they use the information they gather.

Our Disclosure of Information to Third Parties

Except as set forth in this Privacy Policy, we will not disclose to companies and people other than AveraChart facilities, their employees, agents, subsidiaries, affiliates, licensees, medical staff, professional staff, and administration, any Personal Information we gather from you. Any Personal Information provided to AveraChart facilities, their subsidiaries, affiliates and licensees will be treated in accordance with the terms of this Privacy Policy, unless you are notified otherwise. In the following limited circumstances, we may release Personal Information to third parties: (1) to comply with applicable legal requirements such as a law, regulation, search warrant, subpoena, discovery request, or court order; or (2) in special cases, such as harm to you or others.

We may provide information about you that does not allow you to be identified or contacted ("Aggregate Information") to third parties. For example, we may inform one or more third parties who may be assisting Avera with the Patient Portal regarding the number of users of our Patient Portal and the activities they conduct while on our Patient Portal.

Internal Handling of Personal Information

We have made efforts to provide a reasonable level of security.

We want your Personal Information to remain as secure as reasonably possible. That is why we have a two-tier system that combines technical safeguards and employee access restrictions. On the technical side, we use Secure Sockets Layer encryption technology to protect the integrity and privacy of the Personal Information you provide to us through the Internet. To take advantage of these technical safeguards, your computer must meet the minimum browser requirements for this site. Only authorized AveraChart facility employees, agents, medical staff, and professional staff are permitted access to your Personal Information.

Our use of your information.

We may use your voluntarily submitted information, including Personal Information, in a manner that is consistent with the [Terms and Conditions of Use Agreement](#) and this Privacy Policy including, but not limited to, the following:

- To enable us to verify user credentials in order to maintain reasonable security;
- To provide our editors with information that is useful in developing new features and services for our users;
- To enable us to develop and improve the features, content, and services available through the site; and
- To contact you regarding new Patient Portal features, topic-based news alerts, products, and product and service buying opportunities.

Internally, we use Aggregate Information in a number of ways to improve the Patient Portal and its content and services. The Aggregate Information helps us determine how much our customers use parts of the Patient Portal, so we can improve our site to assure that it is as appealing as we can make it for as many people as possible.

Updating Your Personal Information and Contacting Us

You can always contact us by email at webmaster@Avera.org in order to (a) delete your Personal Information from our system, (b) update the Personal Information that you have provided to us, and/or (c) change your preferences with respect to informational/promotional contacts. We may change our Privacy Policy at any time by posting revisions to our Patient Portal. Your use of the Patient Portal constitutes acceptance of the provisions of this Privacy Policy, and your continued use after changes are posted to the Patient Portal constitutes acceptance of the revised Privacy Policy. If you do not agree to the provisions of this Privacy Policy or any revisions to the Privacy Policy, please exit this Patient Portal immediately.