



# Obstetrics & Gynecology of Indiana

## **Obgynindiana.com Terms and Conditions**

These Terms and Conditions constitute a binding agreement between the user (“you”) and Obstetrics & Gynecology of Indiana, P.C., its subsidiaries, and affiliates, employees, officer, and directors and physicians (together “Obstetrics & Gynecology of Indiana”). 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 portions of your personal health information and the ability to communicate with your Obstetrics & Gynecology of Indiana health care team via the Internet using an electronic application called *Obgynindiana.com*. You acknowledge that *Obgynindiana.com* is offered as a courtesy to Obstetrics & Gynecology of Indiana’s patients and agree that Obstetrics & Gynecology of Indiana may limit or discontinue your use of *Obgynindiana.com* at any time for any reason.

*Obgynindiana.com* is an Internet service that allows Obstetrics & Gynecology of Indiana patients to communicate with their participating health care providers; make appointments; update personal and insurance information; view prescriptions, tests ordered, and selected test results; and request particular services 24 hours a day.

## **Minimum User Requirements and Security**

1. This Web site uses encryption software. In order to use *Obgynindiana.com*, you must have:

A personal computer equipped with an Internet browser that has 128-bit encryption enabled and configured to accept cookies.

Internet access and a valid email account supported by software to enable you to receive email messages and spam filters adjusted to accept email from Obstetrics & Gynecology of Indiana.org

Adobe Reader installed (To download a copy of Adobe Reader, please go to <http://get.adobe.com/reader/>)

2. While Obstetrics & Gynecology of Indiana uses state-of-the-art security, no system can guard against risks of intentional intrusion or inadvertent disclosure of information. When using *Obgynindiana.com*, information will be transmitted over a medium that is beyond the control of Obstetrics & Gynecology of Indiana, P.C. and its contractors. YOU HEREBY EXPRESSLY ASSUME THE RISK 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 THIS SERVICE. Once we receive information, your medical information will be treated as confidential and given the same protection that all other Obstetrics & Gynecology of Indiana medical records are given.

## **Security, Confidentiality and Usage Guidelines for Obgynindiana.com**

1. *Obgynindiana.com* is designed as a secure Internet-based environment through which you may receive confidential medical information about yourself. Once you sign up

for *Obgynindiana.com*, an email notification will be sent to the email address you provided on registration to confirm your request to set up a new account. You will be given a one-time-only *Obgynindiana.com* access code to use to activate your account. You will then create your own *Obgynindiana.com* username, password and password hint. Please **DO NOT SHARE** your password with anyone. The individual *Obgynindiana.com* username and password you choose when you first login to *Obgynindiana.com* are the keys to protecting the confidentiality of your information. You are responsible for remembering your *Obgynindiana.com* username and password and for keeping them confidential. We **strongly suggest** writing down your *Obgynindiana.com* username, password and password hint and keep them in a safe place for future reference. Please activate your account as soon as possible so that you may begin using the services immediately. **If you lose or forget your username or password, please use the link provided on the Login Screen to recover your password.**

**2. Verification of Identity and Proxies.** You may request an *Obgynindiana.com* account for yourself, for your minor children, or any other person who has given you written authority (a "Proxy"). You may not request or access an *Obgynindiana.com* account for anyone else. 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 Obstetrics & Gynecology of Indiana is true and correct to the best of your knowledge. You further agree that in the event you request a *Obgynindiana.com* account or information on behalf of a Proxy you will be required to provide documentation of your authority (for example, a durable healthcare power of attorney) before you can receive an access code to complete registration or access that person's health information.

**3.** Once you have activated your *Obgynindiana.com* account, the *Obgynindiana.com* Message Center will become the primary vehicle to receive important messages from your participating provider(s) and other personal medical information. **You MUST provide us with your email address when activating your *Obgynindiana.com* account and keep your email address current via the Patient Profile link, Demographic Section in *Obgynindiana.com*** to ensure that you receive notification of newly released information in a timely manner. *You will continue to receive communications via the United States Postal Service or other means from Obstetrics & Gynecology of Indiana.*

**4. YOU MUST NOT SEND ANY MESSAGES REQUIRING URGENT ATTENTION USING *Obgynindiana.com*.** Doing so may create a delay in your receiving necessary medical treatment and could result in loss of life, organ or limb and could cause significant deterioration in your health. **If you believe you have an urgent medical matter, you should call 911 immediately or proceed to the nearest emergency room. If the matter is not urgent but requires a timely response, please contact your physician's office by telephone.**

**5.** Our regular business hours are Monday through Friday, (excluding holidays) from 8:30 a.m. to 4:30 p.m. All messages will be handled and responded to within 24 to 72 hours during regular business hours.

**FOR ALL MEDICAL EMERGENCIES, IMMEDIATELY CALL 911.**  
**How Obstetrics & Gynecology of Indiana Protects Your Personal Health Information**

**1. Notice of Privacy Practices.** Obstetrics & Gynecology of Indiana considers the privacy of your health information to be one of the most important elements in our relationship with you and one Obstetrics & Gynecology of Indiana takes very seriously. By accessing or using *Obgynindiana.com*, you acknowledge that you have received a copy of

Obstetrics & Gynecology of Indiana Notice of Health Information Privacy Practices, which may be accessed by clicking **NEED LINK**

**2. *Obgynindiana.com* Privacy Statement.** Obstetrics & Gynecology of Indiana is committed to protecting the privacy of the information you send and receive through the *Obgynindiana.com* patient portal. This Privacy Statement applies to the *Obgynindiana.com* patient portal and governs data collection and usage. By using *Obgynindiana.com*, you consent to all terms and conditions described in this Privacy Statement, which can be access by clicking **NEED LINK**

**3.** All communications between you and your Obstetrics & Gynecology of Indiana health care team using *Obgynindiana.com* are carried over a secure, encrypted connection directly into the Obstetrics & Gynecology of Indiana electronic medical record. While you may receive Internet e-mail messages notifying you of new messages in your *Obgynindiana.com* Inbox, these e-mails will not contain any personal health information. It is your responsibility to login to your *Obgynindiana.com* account and read the messages promptly.

### **Your Responsibilities**

1. *Obgynindiana.com* is a communication service offered as a convenience to Obstetrics & Gynecology of Indiana patients. By accessing or using *Obgynindiana.com*, you agree to be bound by all the terms and conditions of this Agreement including but not limited to Obstetrics & Gynecology of Indiana's Privacy Statement as posted. Obstetrics & Gynecology of Indiana reserves the right to change the terms, conditions, and notices under which *Obgynindiana.com* is offered. By accessing or using *Obgynindiana.com*, you further agree that any and all such modifications are effective and binding upon you immediately upon posting of the modified version. Currently *Obgynindiana.com* is offered at no cost to you. However, Obstetrics & Gynecology of Indiana reserves the right in the future to charge a fee for the use of *Obgynindiana.com*. You will be notified of this change and asked to re-apply if you agree to the fee and wish to continue with this service.

2. You understand that *Obgynindiana.com* provides you with online access to some clinical information about you. You are solely responsible for any sharing of *Obgynindiana.com* content that you intentionally or unintentionally communicate to others. It is extremely important that you keep your *Obgynindiana.com* username and password in a secure location and completely confidential. Anyone with access to your *Obgynindiana.com* username and password will be able to view your personal medical information and communicate with your health care team as if that person were you. It is your responsibility to prevent disclosure of your access code and password and change your password and password hint if you feel that your security has been compromised. You can change your password and password hint online at any time under the Account Management profile section.

### **3. *Obgynindiana.com* Messaging**

a. By using *Obgynindiana.com*, you acknowledge and agree that this messaging service is intended to facilitate dialogue regarding personal health matters. You agree not to use *Obgynindiana.com* to post or send or post any illicit or offensive material.

**b. You understand that not all Obstetrics & Gynecology of Indiana physicians participate in sending and receiving electronic communications.** If one of your physicians is not listed as a potential recipient of email through *Obgynindiana.com* do not use *Obgynindiana.com* Messaging to contact him/her electronically. You should call to make an appointment or to speak with that physician.

c. While *Obgynindiana.com* supports many different types of communication, it is best for you and your health care provider to agree on the type of communication most appropriate in your particular case. **Obstetrics & Gynecology of Indiana physicians reserve the right to decline email correspondence with patients for any reason.** If your request to correspond by email is declined, then call your healthcare provider to make an appointment or to speak with that physician.

d. You understand that messages will be routed to the appropriate department as necessary for handling, and therefore Obstetrics & Gynecology of Indiana employees, other than your healthcare provider (physician, nurse practitioner and/or physician's assistant), may be involved in addressing your request. If your physician is out of the office or unavailable to respond, messages sent *via Obgynindiana.com* may be routed to other authorized healthcare providers within Obstetrics & Gynecology of Indiana to facilitate a timely response to your request. Therefore use of *Obgynindiana.com* may not be appropriate if there is sensitive information that you want to discuss directly with your healthcare provider.

e. You understand that your Obstetrics & Gynecology of Indiana health care team may send you messages, test results, and other communications *via Obgynindiana.com* as authorized in the sole discretion of your physician. These messages may contain information important to your health and medical care. It is your responsibility to monitor these messages. By entering your valid and functional e-mail address at registration, you have enabled Obstetrics & Gynecology of Indiana to notify you of messages sent to your *Obgynindiana.com* Inbox. You further agree that Obstetrics & Gynecology of Indiana will not be liable for any loss, injury, illness, damages, or claims of any kind resulting from your failure to timely read messages you may receive through *Obgynindiana.com*.

#### **Discontinuing Use of Obgynindiana.com**

1. You may discontinue your use of *Obgynindiana.com* at anytime by deactivating your account under the Account Management Section in the *Obgynindiana.com* portal.
2. Obstetrics & Gynecology of Indiana reserves the right, in its sole discretion, to limit or discontinue your use of *Obgynindiana.com* at any time and for any reason, including but not limited to your use of *Obgynindiana.com* on behalf of another person. You will be notified if your *Obgynindiana.com* service is discontinued.

#### **Your Clinical Information**

1. As we provide your health care, we are required to maintain documentation of your medical history, current conditions, treatment plan and all treatments given, including the results of all tests, procedures and therapies. *Obgynindiana.com* is an Internet application that enables a patient to have secured Web-based access to personal clinical information, as released by the treating physician, and allows secure electronic messaging with participating Obstetrics & Gynecology of Indiana physicians. By using *Obgynindiana.com*, you understand that not all of your Obstetrics & Gynecology of Indiana medical record will be accessible through your *Obgynindiana.com* account. Posting of information to your *Obgynindiana.com* account is at the sole discretion of your individual physician(s).

2. Messages you send or receive *via Obgynindiana.com* may become part of your permanent medical record at the sole discretion of your physician. If such messages are made part of your permanent medical record, they will be accessible to current and future Obstetrics & Gynecology of Indiana staff members who are involved with your care.

3. All Obstetrics & Gynecology of Indiana-generated electronic medical records are subject to state and federal regulations governing the security and confidentiality of medical records.

### **Copyright and Trademarks**

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2. Failure to comply with any of the Terms and Conditions contained herein may result in revocation of a user's license and cancellation of a user's *Obgynindiana.com* account including the right to access information through *Obgynindiana.com* on behalf of any proxies. Obstetrics & Gynecology of Indiana reserves 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.

### **Links to Third Party Websites**

This Web site and the *Obgynindiana.com* contain links to Web sites operated by other parties that might have information on health topics of interest to you. **These links are provided for your general information and education only, and should NOT be relied upon for personal diagnosis or treatment.** Obstetrics & Gynecology of Indiana does not sponsor or endorse any of these sites, nor does Obstetrics & Gynecology of Indiana make any guarantee, warranty or representation regarding the accuracy of the information contained on the Web sites. Obstetrics & Gynecology of Indiana has no control over the security or privacy practices of these external Web sites. Use of other sites is strictly at your own risk including, but not limited to, any risks associated with destructive viruses. You are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the other Web sites.

### **Disclaimers of Warranties: *Obgynindiana.com* – A Lifetime of Care Patient Portal**

1. The *Obgynindiana.com* A Lifetime of Care Patient Portal provides access to an online medical library and articles on a variety of health-related topics. Information in the A Lifetime of Care Patient Portal and on Obstetrics & Gynecology of Indiana's website (*Obgynindiana.com*) is based on current medical literature and on physician review. Although we may update the content on this service from time to time, please note that medical information changes rapidly. **The information on this site is provided AS-IS.** Obstetrics & Gynecology of Indiana makes no representations or endorsements about the suitability for any purpose of products, information or services available through the A

Lifetime of Care Patient Portal or Obstetrics & Gynecology of Indiana's website. Obstetrics & Gynecology of Indiana does not guarantee the timeliness, validity, completeness or accuracy of information made available to you for any particular purpose. Obstetrics & Gynecology of Indiana and its suppliers disclaim all warranties, conditions, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular use, title, and non-infringement, with regard to the products, information and services contained or made available through the A Lifetime of Care Patient Portal or Obstetrics & Gynecology of Indiana.org, including but not limited to the availability of this service, lack of viruses, worms, Trojan horses, or other code that manifest contaminating or destructive properties, or any failure to provide the service.

2. Use of the *Obgynindiana.com* A Lifetime of Care Patient Portal and information contained on *Obgynindiana.com* is intended for educational and entertainment purposes only and should not be interpreted as a recommendation for a specific treatment plan, product, or course of action. The A Lifetime of Care Patient Portal and Obstetrics & Gynecology of Indiana.org should not be relied upon to replace the advice of a physician. You expressly acknowledge and agree that Obstetrics & Gynecology of Indiana, P.C., its subsidiaries, affiliates, employees, its suppliers, licensees and sublicensees are not responsible for the results of your decisions resulting from the use of the A Lifetime of Care Patient Portal or Obstetrics & Gynecology of Indiana.org, including, but not limited to, your choosing to seek or not to seek professional medical care, or your choosing or not choosing specific treatment based on the content.

### **Limitation of Liability**

1. Some of the material on Obstetrics & Gynecology of Indiana's website and in the *Obgynindiana.com* patient portal is provided by third parties and Obstetrics & Gynecology of Indiana shall not be held responsible for any such third-party material. Obstetrics & Gynecology of Indiana disclaims any responsibility for or liability related to such third-party material. Any questions complaints or claims related to any product should be directed to the appropriate third party.

2. Obstetrics & Gynecology of Indiana shall not be liable for any loss, injury, illness, damages, or claims of any kind resulting from your failure to timely read messages you may receive through *Obgynindiana.com*.

### **General**

By using Obstetrics & Gynecology of Indiana's website including but not limited to *Obgynindiana.com*, you agree that the laws of the state of Indiana, without regard to principles of conflict of laws, will govern these Terms and Conditions of Use and any dispute that might arise between you and Obstetrics & Gynecology of Indiana, its doctors, nurses, staff or other affiliates. You expressly agree that exclusive jurisdiction for any dispute with Obstetrics & Gynecology of Indiana, P.C., its affiliates, employees, subsidiaries, contractors, officers and directors, resides in the courts of Marion, Hamilton, Hendricks and other counties we serve in Indiana and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Marion, Hamilton, Hendricks and other counties we serve in Indiana in connection with any claim involving Obstetrics & Gynecology of Indiana, P.C., its affiliates, employees, subsidiaries, contractors, officers and directors. Use of Obstetrics & Gynecology of Indiana's Web site is unauthorized in any jurisdiction that does not give effect to the terms and conditions set forth herein.