

# CLINICAL LABS OF HAWAII

## Terms and Conditions

Clinical Laboratories of Hawaii, LLP (CLH) is providing you access to health information via this web-based portal (the "Portal") under the following terms and conditions. You are required to review and accept these Terms and Conditions in order to access the Portal.

By clicking "I have read and accept the Terms and Conditions" below, you agree to the following terms and conditions:

### General Terms

I understand that I am requesting access to protected health information (PHI) in this Portal. I certify that I am over the age of 18. I will access information only on those patients with whom I have a current treatment relationship, or who have scheduled an appointment with me and/or my organization.

I will access the Portal only for the purpose of treatment of my patients. I understand that my use of the Portal will be audited for appropriate use.

I shall maintain the confidentiality and privacy of all information obtained from the Portal and shall comply in all respects with HIPAA, and all other laws governing use and disclosure of the information. I understand that CLH accepts no responsibility for and disclaims any and all liability or consequential damages arising from a breach of health information confidentiality due to my failure to fulfill my obligations under these Terms and Conditions.

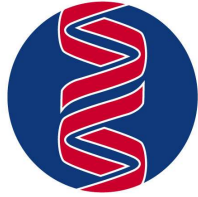
I understand that my username and password are unique codes that identify me in the Portal computer system and allow me to access PHI. I am responsible for: (1) keeping my username and password confidential; (2) changing my password on a regular basis; and (3) immediately notifying CLH if I believe my username or password may have been compromised. I will notify CLH immediately of any event (change in employment status, position, title, eligibility, etc.) that may affect my legal right or authority to access PHI in the Portal.

My continued use of this Portal indicates my agreement to abide by these Terms and Conditions, as may be amended from time to time.

### Copyright and Trademarks

All content included in the Portal, including, but not limited to, text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks and data (the "Content"), in any form including the compilation thereof, are owned and controlled by CLH or are owned and controlled by third parties and licensed to CLH. Except as set forth below, direct or indirect reproduction of the Content, in whole or in part, by any means, is prohibited without the express written consent of CLH.

CLH grants you a limited license for your own use of the Portal and the associated services in accordance with these Terms and Conditions. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the Portal and the associated services, making any derivative of the Portal or the associated services.



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## Disclaimer

The Portal is not designed to make diagnoses. Only an authorized provider can properly diagnose and treat an illness or injury.

I understand that all health-related information provided through the Portal is intended to be for general use and should not be used as a substitute for the expertise of a health care professional. CLH is not responsible for how I use the information obtained.

The Portal may not be available to me all the time. Access is provided on an as-is, as-available basis. CLH does not guarantee you will be able to access the Portal at any particular time due to system failures, back-up procedures, maintenance, or other causes beyond the control of CLH. CLH reserves the right to change the features of Portal and these Terms and Conditions at any time.