



CLINICAL LABS OF HAWAII

Terms and Conditions

Clinical Labs of Hawaii, LLP, (CLH) is pleased to be able to provide you access to your health information via a web-based portal. Before accessing your account, please review the Terms and Conditions set forth below.

General Terms

By acknowledging "I have read and accept the Terms and Conditions", I am agreeing to the following terms and conditions:

I am requesting access to my personal health information. I understand the access is provided over the Internet using an electronic application called **myClinicalLabs** Patient Portal, (Portal). I hereby expressly authorize CLH to disclose identifiable health information to the designated Portal account for the purposes described below. My continued use of the Portal indicates my agreement to abide by these terms and conditions.

I understand that my use of the Portal is voluntary and that I may cancel the account at any time. I understand that if I decide at any time to cancel the account, it will not affect my status as a patient.

Verification of Identity

I understand that creating the Portal account is contingent upon verification of my identity.

Minor Eligibility and Access

I understand that I must be age 18 or older to request an account. Minor children are not eligible to participate at this time.

Account Activation and Information Security

I will receive a Registration Code upon verifying my identity. I will use the Registration Code and myClinicalLabs ID to create a password protected account. If I cannot find my Registration Code I will need to verify my identity. I understand myClinicalLabs ID and password are unique codes that identify me in the Portal computer system and allow me to access my personal health information (PHI).

myClinicalLabs ID and password provide two factors of authentication. CLH stores this information in a secure database that is isolated from the Internet. I understand I am responsible for: 1) changing my password on a regular basis; 2) keeping my login ID and password confidential; and 3) changing my password on the Portal site if, at any time, I think the confidentiality of my password may have been compromised.

I understand I will automatically be logged off of Patient Portal after twenty (20) minutes of inactivity. My Portal account will automatically be disabled after five (5) failed log-in attempts. I understand I will need to contact support for assistance in unlocking the account. See the Minimum Browser Requirement and Technical Assistance section below for support contact 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 resulting from my sharing or losing my password. If CLH discovers that I



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have inappropriately shared my password with another person, or that I have misused or abused access privileges in any way, CLH may discontinue my participation in the Portal without prior notice.

The information in myClinicalLabs is protected using encryption technology.

Access Cancellation

If you no longer wish to receive your PHI in your Portal account you must submit a request to cancel participation in the program. Cancellation requests will be effective 10 days after they have been received by CLH, and CLH may not send your PHI to your Portal account after that date. You further understand that any disclosure requests that are in process when you submit this cancellation may not be revoked. You also understand your Portal account access will be disabled after 24 months of inactivity.

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.

Site Access and Licenses

CLH grants a limited license to each Portal user for personal use only of the Portal website and the associated services in accordance with these terms and conditions of use. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the website and the associated services, making any derivative of the website or the associated services.

Privacy

I understand my privacy is of utmost importance to CLH. The creation of a Portal account and its use is consistent with the CLH Notice of Privacy Practices. I may review the CLH Notice of Privacy Practices via the Privacy link on the Patient Portal website or at <http://www.clinicallabs.com/about-us/privacy-policy.aspx> for a thorough description of how my personal health information is collected, utilized, and protected.

Minimum Browser Requirements and Technical Assistance

I understand that Portal will run on Windows, Mac, iOS, and Android devices using a modern web browser. For optimal viewing we recommend one of the following browsers: Google Chrome 36.x, Internet Explorer 9.x, Mozilla Firefox 30.x, Safari 5.x or higher. I further understand that enabling JavaScript is required. These requirements are subject to change as the system compatibility is modified.

I understand CLH provides limited technical assistance for Portal users. Support can be contacted for assistance at (808) 679-4222.



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Disclaimer

The Portal is not designed to make diagnoses or to help users make diagnoses. Only your physician can properly diagnose and treat your illness or injury.

I understand that all health-related information, other than my personal health information, provided through the Portal website is intended to be for general use and should not be used as a substitute for a personal visit to a health care professional. CLH is not responsible for how I use the information obtained.

The Portal may not be available to users all the time. Access is provided on an as-is, as-available basis. CLH does not guarantee users 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 the Portal and this Terms and Conditions agreement at any time. The current Terms and Conditions agreement can be viewed at any time by clicking on the Terms link on the Portal website.