



Terms and Conditions

Clinical Labs of Hawaii (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 following Terms and Conditions.

General Terms

By acknowledging ***“I read and accept the Terms and Conditions,”*** I am agreeing to all of the following:

I am requesting access to my personal health information (PHI), which is provided over the Internet using an electronic application called *myClinicalLabs* Patient Portal (“Portal”). I hereby expressly authorize CLH to disclose PHI 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, as may be amended by CLH. I understand that my use of the Portal is voluntary and I may cancel the account at any time, which 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 understand that 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; and *myClinicalLabs ID* and password are unique codes that identify me in the Portal computer system and allow me to access my PHI.

I understand that *myClinicalLabs ID* and password provide 2 factors of authentication; CLH stores this information in a secure database that is isolated from the Internet; 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 that I will automatically be logged off of Patient Portal after 20 minutes of inactivity; my Portal account will automatically be disabled after 5 failed log-in attempts; and I will need to contact support for assistance in unlocking the account. See the *Minimum Browser Requirements and Technical Assistance* section below.

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 I inappropriately share my password with another person or misuse or abuse 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

I understand that if I no longer wish to receive my PHI in my Portal account, I must submit a request to cancel participation; cancellation will be effective 10 days after receipt by CLH, and CLH may not send my PHI to my Portal account after that date; any disclosure request that is in process when I submit this cancellation may not be revoked; and my Portal account access will be disabled after 24 months of inactivity.

Copyright and Trademarks

I understand that 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 ("Content"), in any form including the compilation thereof, are owned and controlled by, or licensed to, CLH. Except as set forth below, direct or indirect reproduction of the Content, in any part, by any means, is prohibited without the express written consent of CLH.

Site Access and Licenses

I understand that CLH grants a limited license to each Portal user for personal use only of the Portal website and its associated services in accordance with these Terms and Conditions of use; and this license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the website and associated services, and making of any derivative of the website or associated services.

Privacy

I understand that 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 <https://www.clinicallabs.com/about-us/notice-of-privacy-practices> for a thorough description of how my PHI 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; enabling JavaScript is required; these requirements are subject to change as the system compatibility is modified; CLH provides limited technical assistance for Portal users; and CLH support can be reached at (808) 679-4222.

Disclaimer

I understand that the Portal is not designed to make diagnoses or help users make diagnoses; only a physician can properly diagnose and treat an illness or injury; all health-related information, other than my PHI, 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.

I understand that the Portal may not be available to users all the time; access is provided on an as-is, as-available basis; and 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.

I understand that CLH reserves the right to change the features of the Portal and amend this Terms and Conditions agreement at any time; and the current Terms and Conditions agreement can be viewed at any time by clicking on the Terms link on the Portal website.