

## **Terms and Conditions for our website**

### **Purpose**

Mission City Community Network Inc. provides two websites: (1) "**mccn.org**" and (2) "**https://web.mdronline.net/Portal**" a patient portal website. These websites (the "Websites") allow users to:

- view health-related information
- communicate with our practitioners and our staff
- arrange for clinical and health plan services
- access additional services

**The information provided on the Websites is not a substitute for the advice of a personal physician or other qualified health care professional. Always seek the advice of a physician or other qualified health care professional with any questions regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Websites.**

**If you think you or someone you are taking care of has a medical or psychiatric emergency, call 911 or go to the nearest hospital.**

### **Agreement**

BY USING THE WEBSITES OR BY CLICKING "LOG IN" BELOW, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE WEBSITES.

### **Using secure messaging**

Mission City Community Network Inc. provides users with a number of interactive online services to help them better communicate with our practitioners and staff. These services may include (but are not limited to):

- secure messaging, including:
  - email the doctor's office
  - ask a pharmacist
  - ask a triage nurse
  - appointment requests

You agree that you will not upload or transmit any communications or content of any type (including secure messaging) that infringe upon, misappropriate or violate any rights of any party.

### **Viewing medical records**

Users may use the Websites to view certain information displayed from their medical records, including the results of certain laboratory tests. Using the lab test result feature is considered to be a request to receive lab test results online or on a mobile device.

Users may also authorize other users of the Websites to view health information displayed on the website through the "Act for a Family Member" feature. If you are authorized to access another user's health information, you agree to protect the confidentiality of this information and comply with state and federal privacy laws that may prohibit the redisclosure of health information without the express written authorization of the person who is the subject of the health information, including but not limited to federal law prohibiting the redisclosure of health information regarding alcohol and drug abuse referral and treatment.

In addition, although the Websites display certain information in medical records, they do not necessarily display all information found in those medical records. If you think that medical record information displayed on the Websites is inaccurate, you can request Mission City Community Network Inc. to amend the medical record by mailing a request to the

department identified in your regional Notice of Privacy Practices. (A link to the Regional Notice of Privacy Practices is available at the bottom of each page on our website, [mccn.org](http://mccn.org).) To request a complete copy of a medical record, please contact the department identified in your regional Notice of Privacy Practices responsible for providing records. Any personal information you submit to the Websites (for yourself or someone else) is governed by our Website Privacy Statement. (A link to our privacy practices is available at the bottom of each page on our Websites.) This includes information on your rights to see and receive copies of your own or others' personal health information.

### **Passwords**

Mission City Community Network Inc. has several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Mission City Community Network Inc. online password or account. It is your sole responsibility to (1) control the disclosure and use of your activation codes and password; (2) authorize, monitor, and control access to and use of your Mission City Community Network Inc. online account and password; and (3) promptly change your password if you feel it has become compromised; and (4) promptly inform the [mccn.org](http://mccn.org) Web manager of any need to deactivate an account entirely.

To change your password, select the "My Profile" link at the top of each portal web page. To deactivate your account, you may Contact our Portal Manager at [mendyk@mccn.org](mailto:mendyk@mccn.org).

### **Breaches of these Terms and Conditions**

In consideration of being allowed to use the Websites' interactive services, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- signing on as or pretending to be another person (Note: this does not restrict authorized use of the "Act for a Family Member" feature on the Websites.)
- using secure messaging for any purpose in violation of local, state, national, international laws or posted Mission City Community Network Inc. policies
- transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
- transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Mission City Community Network Inc. personnel) or entity as determined by Mission City Community Network Inc. in its sole discretion
- using interactive services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others
- collecting information about others, including email addresses
- intentionally distributing viruses or other harmful computer code
- Mission City Community Network Inc. expressly reserves the right, in its sole discretion, to terminate a user's access to any interactive services and/or to any or all other areas of the Websites due to any act that would constitute a violation of these Terms and Conditions. To the extent there is an inconsistency between these Terms and Conditions and the Website and KP Mobile Application Privacy Statement, these Terms and Conditions shall govern.

### **Communications by email**

By accepting these Terms and Conditions, you agree to receive essential communications by email. These communications may include (but are not limited to):

- notification that an important message awaits you on the Websites (this may be a message from a doctor, a new lab test result, an appointment confirmation, a response from a pharmacist, etc.)
- [mccn.org](http://mccn.org), and <https://web.mdronline.net/Portal> site & service updates
- emergency alerts and critical messages (for example, if a snowstorm or wildfire has temporarily closed a medical center)

- general health communications from Mission City Community Network Inc. providers While you have Mission City Community Network Inc. coverage, you may receive the monthly wellness update by email as part of your essential communications and services. You may choose to receive this communication by mail instead. In addition, you may periodically receive online invitations to participate in member satisfaction and other types of surveys related to your experiences at Mission City Community Network Inc. Your participation in such surveys is always optional.

#### **Use by children**

We do not knowingly allow Mission City Community Network Inc. members under the age of 12 to create accounts that allow access to the secured features of the Websites.

#### **Access, correction, and data integrity**

Although we attempt to maintain the integrity and accuracy of the information on the Websites, we make no guarantees as to its correctness, completeness, or accuracy. The Websites may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Websites by third parties without our knowledge. If you believe that information found on the Websites is inaccurate or unauthorized, please inform us by contacting our Web Manager.

#### **Revisions, changes, and updates**

We may revise the information on the Websites or otherwise change or update the Websites, including these Terms and Conditions, without notice to you. Mission City Community Network Inc. may also make improvements and/or changes in products and/or services described on the Websites or add new features at any time without notice. We encourage you to periodically read these Terms and Conditions to see if there have been any changes to our policies that may affect you. Your continued use of the Websites will signify your continued agreement to these Terms and Conditions as they may be revised.

#### **Links**

These Mission City Community Network Inc. Websites provide links to other websites that are not owned or controlled by Mission City Community Network Inc. ("Third Party Websites"). We provide links to Third Party Websites as follows.

- Mission City Community Network Inc. provides links to Third Party Websites to connect you easily to additional sources of health information or third party services that may be of interest to you. We may not have any business relationship with the party that controls this type of Third Party website and a link to such a site is offered only as a convenience to you.
- Mission City Community Network Inc. also provides links to Third Party Websites managed by vendors that we have made arrangements with to offer you services to help you manage your health or to take and fulfill orders when you purchase items or materials from us. These Third Party Websites may be co-branded, meaning that they display the Mission City Community Network Inc. logo and the logo of the Third Party vendor but they are owned and controlled by the Third Party.

In each such instance, where practicable, we will let you know when you are leaving the Websites and linking to a Third Party website. For example, we may include a notice advising you that you are being sent to a Third Party Website on our web page adjacent to a link or on the first page that appears after clicking on a link. Or we may use an icon that we identify with an appropriate legend to let you know when you are leaving mcn.org.

Mission City Community Network Inc. is not responsible for the content, security or the privacy practices of Third Party Websites. Please review the privacy statement and any terms of use of each Third Party website you visit. Unless we specifically advise you otherwise, links to Third Party Websites do not constitute or imply endorsement by Mission City Community Network Inc. of those sites, the information they contain or any products or

services they describe. Mission City Community Network Inc. does not receive payment or other remuneration in exchange for you linking to or using any Third Party Website.

**Disclaimer**

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**Limitation of liability; choice of law**

MISSION CITY COMMUNITY NETWORK INC. AND ITS AFFILIATES, SUPPLIERS, AND OTHER THIRD PARTIES MENTIONED OR LINKED TO ON THE WEBSITES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITES, SITE-RELATED SERVICES AND PRODUCTS, CONTENT OR INFORMATION CONTAINED WITHIN THE WEBSITES, AND/OR ANY THIRD PARTY WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITES, SITE-RELATED SERVICES, AND/OR THIRD PARTY WEBSITES IS TO STOP USING THE WEBSITES AND/OR THOSE SERVICES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THESE TERMS AND CONDITIONS ARE GOVERNED BY CALIFORNIA LAW WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. IF ANY VERSION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS ENACTED AS PART OF THE LAW OF CALIFORNIA, THAT STATUTE SHALL NOT GOVERN ANY ASPECT OF THESE TERMS AND CONDITIONS.

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The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the Websites infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked.

In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office website, currently located at <http://www.loc.gov/copyright>.

In accordance with the DMCA, Mission City Community Network Inc. has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed Infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to our designated agent as follows:

Agent: Gloria Lina

Address: Mission City Community Network Inc. 15206 Parthenia Ave North Hills CA 91343

Fax: 818-893-9464

Phone: 818-895-3100

Email: [glorial@mccn.org](mailto:glorial@mccn.org)

(This telephone number is for copyright-related complaints only. No solicitations. For member and website services, call 818-895-3100.)

Please note: If you materially misrepresent that online material, product, or activity is infringing your copyrights, you may be liable for damages (including court costs and attorneys' fees) and could be subject to criminal prosecution for perjury. We suggest that you consult your legal advisor before filing a notice or counter-notice.

#### **Trademarks and service marks**

"Mission City Community Network Inc." and the Mission City Community Network Inc. logo are registered service marks of Mission City Community Network Inc. or its affiliates. Other proprietary marks of Mission City Community Network Inc. or third parties may be designated as such from time to time on the Websites through use of the TM, SM, or ® symbols. Users of the Websites are not authorized to make any use of the Mission City Community Network Inc. marks or the proprietary marks of third parties, including but not limited to, as metatags or in any other fashion that may create a false or misleading impression of affiliation or sponsorship with or by Mission City Community Network Inc. or the applicable third party.

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