

# ***Cerner Patient Portal Terms of Use***

Effective Date: July 20, 2011

Revised Date: June 26, 2019

## **Overview**

*Cerner Patient Portal* is operated by Cerner Corporation (Cerner) and provided to you by your healthcare provider (Provider). *Cerner Patient Portal* provides a view into your Electronic Medical Record (EMR) which is maintained by your Provider and gives you a secure way to communicate with your Provider. *Cerner Patient Portal* is governed by these Terms of Use (Terms). If you do not agree to these Terms, you may not establish a *Cerner Patient Portal* connection. By using or accessing *Cerner Patient Portal* you agree to be bound by these Terms.

## **Accessing Cerner Patient Portal**

You may not permit any other person to access *Cerner Patient Portal* using your user name and password. The security of your password and the use of your account is your responsibility. If you learn or suspect that your user name or password has been wrongfully used or disclosed, you should promptly notify Cerner and immediately reset your password.

## **Your Information**

The information available for you to view through *Cerner Patient Portal* is not a comprehensive view of all the data in your Provider's EMR. Your interactions with *Cerner Patient Portal* (such as secure messaging, scheduling and completing questionnaires) are interactions with your Provider. You agree not to post or transmit any information through *Cerner Patient Portal* that infringes the rights of others or violates their privacy or publicity rights, in particular (without limitation) you must not post or transmit material which is of a bullying, harassing or discriminatory nature.

## **Maintaining Another Person's Connection**

If you are legally authorized to view another person's health information, their Provider may give you access to *Cerner Patient Portal* for that person, subject to these Terms. Various federal and state regulations prohibit sharing certain categories of sensitive information with anyone other than the patient. Many such regulations prohibit sharing sensitive information about minors over the age of 13 with their parents or legal guardians. As such, the Provider may restrict your access to the other person's sensitive information and not make it available to you through *Cerner Patient Portal*.

## **Proxy Use of Cerner Patient Portal**

You may also authorize a proxy(ies) to view and interact with *Cerner Patient Portal* based on the specific privileges you've assigned. You may authorize any person who qualifies for a *Cerner Patient Portal* connection, including a minor, to be a proxy. If you have agreed to allow a minor to be a proxy, you agree that you shall be solely responsible for: (a) acceptance of these Terms on the minor's behalf, (b) the minor's compliance with these Terms, (c) the on-line conduct of such minor; (d) monitoring such minor's access to and use of *Cerner Patient Portal*; and (e) the consequences of such minor's use. Access or privileges you give to someone can be modified or removed by you at any time, for any reason.

When you share information from *Cerner Patient Portal* with another individual, you acknowledge and accept responsibility for the decision to provide them access to potentially sensitive information.

## **Privacy**

You agree to the terms and conditions of the [Cerner Patient Portal Privacy Policy](#), which is incorporated into and made part of these Terms.

## **Third Party Programs, Activities and Services**

Cerner does not endorse any programs, activities, or services offered by organizations other than Cerner (such as your Provider and national health-awareness organizations). Cerner makes no warranty of any kind as to the accuracy, completeness or appropriateness of any such programs, activities and services.

## **No Medical Advice; No Warranties; Limitation of Liability**

*Cerner Patient Portal* is an information management tool only and is for your personal and non-commercial use. Cerner does not provide medical advice. You and your Provider are responsible for all medical treatment decisions. You should consult your Provider about any questions you may have regarding the information provided by *Cerner Patient Portal*. YOU ACKNOWLEDGE AND AGREE THAT NEITHER CERNER NOR PROVIDER HAS REPRESENTED *CERNER PATIENT PORTAL* AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT, OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE OR OF OTHER PROFESSIONAL OR ACADEMIC DISCIPLINES. CERNER, ITS SUPPLIERS, AND YOUR PROVIDER MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF *CERNER PATIENT PORTAL*. *CERNER PATIENT PORTAL* IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CERNER, ITS SUPPLIERS AND YOUR PROVIDER HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO *CERNER PATIENT PORTAL*, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NEITHER CERNER, ITS SUPPLIERS NOR YOUR PROVIDER WILL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN *CERNER PATIENT PORTAL*. YOU ASSUME ALL RISK FOR SELECTION AND USE OF *CERNER PATIENT PORTAL*.

NEITHER CERNER, ITS SUPPLIERS NOR YOUR PROVIDER WILL BE LIABLE FOR ANY DAMAGES EXCEEDING THE GREATER OF (A) THE FEES PAID BY YOU FOR YOUR *CERNER PATIENT PORTAL* CONNECTION, OR (B) ONE HUNDRED DOLLARS. IF YOU ARE DISSATISFIED WITH ANY PORTION OF *CERNER PATIENT PORTAL*, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING *CERNER PATIENT PORTAL*.

## **Feedback**

Cerner welcomes your suggestions to improve *Cerner Patient Portal*. If you provide feedback to Cerner, you agree that such feedback, including all ideas and concepts within the feedback, shall be the property of Cerner. If required by Cerner, you agree to assign to Cerner your ownership rights in the feedback.

## **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD CERNER, ITS SUPPLIERS AND YOUR PROVIDER HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED TO YOUR USE OF *CERNER PATIENT PORTAL IN VIOLATION OF THIS AGREEMENT*.

## **Termination**

Cerner may terminate the *Cerner Patient Portal* services at any time. Cerner may terminate or suspend your access to *Cerner Patient Portal* and may delete your account, at any time, without providing notice to you.

## **No Unlawful or Prohibited Use**

You may not use *Cerner Patient Portal* for any purpose that is unlawful or prohibited by these Terms. You may not use *Cerner Patient Portal* in any manner which you know could damage, disable, overburden, or impair *Cerner Patient Portal* or unreasonably interfere with any other party's use and enjoyment of *Cerner Patient Portal*. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through *Cerner Patient Portal*.

## **Notices**

You may give notice to Cerner at any time by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address:

Cerner Corporation  
2800 Rockcreek Parkway  
Kansas City, Missouri 64117 U.S.A.  
Attention: Chief Legal Officer

## **General**

These Terms are governed by the laws of the State of New York, U.S.A. You consent to the exclusive jurisdiction and venue of state courts in Dutchess County, New York, or federal courts in White Plains, New York, U.S.A. in all disputes arising out of or relating to the use of *Cerner Patient Portal*. Cerner's failure to enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Cerner may assign its rights and duties to any party at any time without notice to you.

Cerner's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Cerner's obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of *Cerner Patient Portal* or information provided to or gathered by Cerner with respect to such use. If any part of these Terms is determined to be invalid or unenforceable then the invalid or unenforceable provision shall be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. Unless specified otherwise as you use *Cerner Patient Portal*, these Terms constitute the entire agreement between you and Cerner with respect to *Cerner Patient Portal* and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Cerner with respect to *Cerner Patient Portal*.

## **Modification of Terms**

Cerner may change these Terms at any time with advance notice to you. You are responsible for regularly reviewing these Terms. Your continued use of *Cerner Patient Portal* constitutes your acceptance of the revised Terms.

## **Copyright and Trademark Notices**

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