

PLEASE READ THE FOLLOWING PORTAL AGREEMENT AND SIEMENS MOBILEMD SUBSCRIBER USER TERMS OF USE (COLLECTIVELY, THE "AGREEMENTS") CAREFULLY BEFORE USING THE WEB PORTAL SERVICE TO ACCESS NJ SHINE. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE AGREEMENTS, THE SIEMENS MOBILEMD SUBSCRIBER USER TERMS OF USE SHALL GOVERN WITH RESPECT TO THE SUBJECT MATTER DESCRIBED THEREIN. BY USING THE WEB PORTAL SERVICE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE AGREEMENTS. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENTS, DO NOT USE THE WEB PORTAL SERVICE. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENTS, YOU MAY ELECTRONICALLY, CLICK "CANCEL".

## PORTAL AGREEMENT

This Portal Agreement (referred to herein as “Agreement”) contains terms and conditions that govern your use of this portal service to enable you to access the health information exchange known as NJ SHINE. Siemens Medical Solutions USA, Inc. (referred to herein as “Siemens”) hosts the health information exchange under an agreement with the healthcare systems that constitute the founding hospital members (each a “Hospital”) of NJ SHINE.

1. **Use of the Portal Service.** You shall use the portal service solely for accessing the NJ SHINE in order to obtain information regarding patients who you treat. You shall not use the portal service or data received by means of the portal service other than for the purpose described above, or in any manner which violates the terms and conditions of this Agreement, any Participation Agreement, the terms of any grant and/or any law, rule, or regulation.
2. **Authorized Users.** You are either a physician or an allied health professional or other medical professional sponsored by and working on behalf of a physician who has authorized you to use the portal service for the purpose described above.
3. **Username and Password.** You will be issued a username and password to enable you to use the portal service to access NJ SHINE. You shall keep your username and password confidential and not share it with anyone else, or allow anyone to use your username or password to access the portal service.
4. **Right to Revoke Username and Password.** Access to the portal service is a privilege that may be revoked at any time by NJ SHINE, a Hospital or Siemens at their sole discretion.
5. **Responsibility for Username and Password.** You are solely responsible for any activities related to your username and password and the usernames and passwords issued to individuals who you sponsor, or who work on your behalf, regardless of whether you authorized such activities. You will immediately report to the Hospital which has authorized your user credentials, any loss, disclosure, unauthorized or inappropriate access to your account, username or password, treatment-related information or patient-related data, which has occurred, or which you believe has occurred. You shall never access or attempt to access the portal service by using another's username and password.
6. **Termination.** A Hospital or NJ SHINE may suspend or terminate your username, password and access to the portal service, as well as the username, password and access of individuals who you sponsor or who work on your behalf if, in a Hospital's and/or NJ SHINE's sole discretion: (a) it determines that providing the portal service violates, or may violate, any law, rule, or regulation; or (b) it determines that you, or individuals you sponsor or who work for you, are in breach of the terms and conditions of this Agreement. You shall provide immediate written notice to the Hospital that authorized your user credentials of: the loss or suspension of your license to practice medicine or your allied health profession, your retirement or permanent disability and/or your relocation from NJ SHINE's service area. Upon receipt of notice, your username, password and access to the portal service and/or of those you sponsor or work on your behalf shall be suspended or terminated, as the case may be.
7. **Information Accuracy/Malicious Code.** You acknowledge and agree that you have received no promises or guarantees as to the correctness or accuracy of information or data that you receive by means of the clinical portal. It is possible that said information or data could include typographical errors, inaccuracies, or other errors, and that unauthorized additions, deletions, and alterations could be made to

same by third parties. You acknowledge and agree that NJ SHINE, Hospital and Siemens shall have no liability related to the content of any such information or data, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. You also acknowledge and agree that files available for downloading by means of the portal may contain malicious code, including, but not limited to, infections, viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are solely responsible for implementing sufficient procedures to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the portal service for the reconstruction of any lost data. None of NJ SHINE, Siemens nor any Hospital assumes any responsibility or risk for your use of the portal service.

8. **Environmental Appropriateness.** You and the individuals who you sponsor and who work on your behalf are solely responsible for choosing an appropriate and secure environment from which to use the portal service.
9. **To report problems.** If you have any difficulty in using the portal service to access NJ SHINE, please contact Siemens at: (877) 210-3491.
10. **Logout.** You shall always log out of the portal service before departing from your computer, or at the end of your session.
11. **Minimum requirements.** You are solely responsible for keeping your computer secure, including updating it and its applications with required upgrades, updates and security patches available from third parties.

To enjoy the full benefit of our portal, we suggest using a recent model computer and operating system, a high resolution monitor, a high speed internet connection running a modern web browser. Minimum and recommended system requirements are detailed below.

DSL, cable modem, T1 line, FiOS, or equivalent through Internet Service Provider of your choice  
eMail account – required for user account setup and receipt of various system alerts (password reset notifications, new eShare inbox item notifications, etc.)

Desktop or notebook computer running Windows 7, Vista, XP/2000 or Mac OS X

Pentium III or higher CPU (or equivalent)

512 MB RAM for older OS versions (3GB or higher recommended)

Display adapter resolution 1024 x 768 – (Recommended 1280 x 1024 or higher)

Monitor size – 17” or larger recommended

Printer - Inkjet or laser printer compatible with the operating system

Scanner (optional) automatic document feeder

Web Browser with current updates/patches installed

o Internet Explorer (version 7.0 minimum, (IE 9 is supported in compatibility mode) with 128-bit encryption

Firefox (version 4.0 or higher) with SSL 3.0 encryption

Safari (version 4.0 or higher) with 128-bit encryption

Chrome (version 12.0 or higher) with SSL 3.0 encryption

Adobe Acrobat Reader (Version 9.4 minimum, Version 10.0 or higher recommended) - required to view, print or save PDF files

Windows 7 Operating System download: <http://get.adobe.com/reader/>

Other Operating Systems download: <http://get.adobe.com/reader/otherversions/>

Java (Version 6 with latest update applied) – required to view scanned image files

Download available at <http://www.java.com/>

12. **Website unavailability.** There may be times when the portal is unavailable due to technical errors or for maintenance and support activities. The Hospital and Siemens shall make reasonable efforts to limit such activities to off-peak hours. Neither NJ SHINE nor Hospital makes any representations or warranties regarding the availability of the portal service.
13. **HIPAA Obligations.** You shall comply with all requirements of the Health Insurance Portability and Accountability Act ("HIPAA") and the regulations promulgated thereunder with respect to Protected Health Information as such term is defined under HIPAA. You acknowledge and agree that you are a separate Covered Entity as such term is defined under HIPAA and you and other authorized users working on your behalf are acting as neither an agent nor Business Associate as such term is defined under HIPAA of the Hospital. You also acknowledge that by using the portal service to access NJ SHINE, you are a participant with a Hospital in an Organized Health Care Arrangement as that term is defined under HIPAA.
14. **Sensitive and personal information obligations.** You shall comply with all state and federal laws, rules and regulations governing access to and use of sensitive and personal information, including but not limited to, the use of any social security numbers that may be transmitted by means of the portal.
15. **Transmitting and filing records in the HIE.** You acknowledge and agree that all records in NJ SHINE's electronic health record will be subject to the same access constraints regardless of the source of the information and that you are responsible for determining the appropriateness of transmitting and filing of records in NJ SHINE. You are responsible to obtain patient consent prior to transmitting or filing sensitive information not suitable for general disclosure to the healthcare provider community accessible under the restrictions instituted within a health information exchange, including but not limited to behavioral health records, HIV test results and drug or alcohol problems.
16. **Notification obligations.** You are solely responsible for notifying patients of any inappropriate or unauthorized access relating to your account, username, password, treatment-related information, or patient-related data when such notification is required by law.
17. **Indemnification.** You shall defend NJ SHINE, Hospital, and its directors, officers, employees, agents, affiliates and suppliers (collectively, "Indemnitees") from and against all suits, demands, claims, or other legal actions asserted against the such Indemnitees by any third party arising from or relating to your use of or inability to use the portal service, from your negligence, recklessness, or intentional misconduct or from those person(s) you have sponsored, or from your breach of any of your representations, warranties, or obligations contained herein and shall indemnify and hold the Indemnitees harmless from and against any liabilities, costs, damages, or expenses (including, without limitation, attorney's fees and expert witness fees) arising therefrom.
18. **Website Provided "AS IS".** THE PORTAL SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE PORTAL SERVICE AND SITE-RELATED SERVICES. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE PORTAL SERVICE DOES NOT INCLUDE, AND NEITHER NJ SHINE NOR ANY HOSPITAL WILL PROVIDE YOU WITH, ANY MEDICAL OR RISK MANAGEMENT ADVICE, AND YOU MUST EXERCISE INDEPENDENT MEDICAL JUDGMENT IN RENDERING HEALTH CARE SERVICES TO PATIENTS.

19. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SIEMENS, NJ SHINE OR A HOSPITAL, THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES AND SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST OR UNAVAILABLE DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THEIR PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, BREACH OF CONTRACT, OR OTHERWISE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH PORTAL SERVICE AND RELATED SERVICES IS TO STOP USING THE PORTAL AND/OR THOSE SERVICES.
20. **Trademarks.** Hospital and NJ SHINE and Website logos are service marks of a Hospital and/or NJ SHINE as applicable. Other proprietary marks may be designated as such from time to time on NJ SHINE through use of the TM, SM, or ® symbols. Users of NJ SHINE are not authorized to make any use of NJ SHINE or a Hospital's or NJ SHINE's marks, including, but not limited to, as metatags or in any other fashion which may create a false or misleading impression of affiliation or sponsorship with or by Hospital or NJ SHINE.
21. **Referrals not required.** Nothing in this Agreement contemplates or requires the admission or referral of any patients or business to any Hospital or its affiliates.
22. **No waiver.** No delay or failure to require performance of any provision of the Agreement shall constitute a waiver of the performance of such provision. Any waiver granted by a party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this shall not be construed as a waiver of any other terms and conditions of this Agreement, nor shall any waiver constitute a continuing waiver.
23. **Choice of law.** By using the portal service, you agree that the laws of the State of New Jersey, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you, NJ SHINE and/or a Hospital related to the subject matter of this Agreement. You agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of New Jersey, and you hereby consent to, and waive all defenses of lack of personal jurisdiction with respect to, venue and jurisdiction on in the state and federal courts of New Jersey
24. **Agreement updates.** NJ SHINE reserves the right to modify this Agreement at its sole discretion from time to time, and such modifications shall be binding on you upon reasonable online notice thereof and your continued use of an active or valid username and password in using the portal is deemed your agreement to be bound by such revisions.