



Patient Portal User Agreement

Introduction

Health Gorilla, Inc. (“we” “our” or “us”) provides a personal health record service (the “Patient Portal”) as a service to patients (and their personal representatives), on behalf of the doctors within our Clinical Network, and other healthcare service providers (“Providers”). This Patient Portal User Agreement (this “Agreement”) applies to your use of the Patient Portal. By signing up for, or otherwise obtaining, an account, or by accessing or using the Patient Portal, you are entering into this Agreement and agreeing to be bound by its terms. Please read this Agreement carefully, and do not sign up for an account or use the Patient Portal if you are unwilling or unable to be bound by this Agreement. The Patient Portal is made available on our <https://www.healthgorilla.com> website, the use of which is governed by our [Terms of Use](#) and [Privacy Policy](#). Please review each carefully. In the event of a conflict between the terms of this Agreement and of the [Terms of Use](#) or [Privacy Policy](#), the terms of this Agreement control.

The Patient Portal

The Patient Portal is an internet-based portal that allows your Provider(s) to make certain health information available to you. In addition to your health information, if you have the authority under applicable law to access the health information of another individual, such as your child, that individual’s Provider(s) may, in his or her discretion, grant you access privileges for that individual’s health information through the Patient Portal.

You can request your information through [healthgorilla.com](https://www.healthgorilla.com) and we will forward your request to your selected providers. Access to the Patient Portal may or may not be granted to you by Provider(s) you had selected on [healthgorilla.com](https://www.healthgorilla.com). Your Providers may also invite you to access Patient Portal. Once invited, you will receive an email inviting you to register an account. To register, you will need to satisfy our identity verification and certification procedures and select a user ID and password. You should safeguard your user ID(s), password(s) and other logon information carefully, and not share them with anyone else. If you believe someone has had unauthorized access to the Patient Portal, please contact us at support@healthgorilla.com.

Your Provider(s) (or the Provider of an individual with respect to whom you are authorized to access his/her health information) is responsible for the information made available to you through the Patient Portal. Because the Patient Portal includes information created by your Provider, such information may contain typographical errors, inaccuracies or omissions. In addition, although the Patient Portal displays certain information from your medical records, it does not necessarily display all information in the health records retained



by your Provider. If you think that your medical information displayed in the Patient Portal is inaccurate or incomplete, or if you would like to request a complete copy of your medical record, please contact your Provider directly. Because your Patient Portal includes information that is part of your Provider's health record about you, you cannot delete such information. You may, however, terminate your access to the Patient Portal by contacting Health Gorilla or your Provider directly. Your Provider also retains the ability to revoke your access to the Patient Portal.

Applicable Fees

You may be required to pay a non-refundable Processing Fee for each request for information using the Patient Portal. The Processing Fee is charged per each request you make to an individual provider on the Patient Portal. You may elect not to pay the Processing Fee; in this case we will not deliver the information request to the selected Provider. Based on state regulations in which your Provider's resides, your Provider may charge you an additional Processing Fee. We will notify you in the case additional Processing Fee is required. You may decide not to pay this additional Processing Fee; in this case your records will not be delivered to the Patient Portal. Any additional Processing Fees will be delivered by us directly to the Provider.

Regulations Concerning Information Included in the Patient Portal

We do not control your Provider's use or disclosure of your health information. Your Provider should give you a notice of privacy practices that describes how he or she uses and discloses health information about you. Your Provider's ability to disclose your health information for these and similar purposes is restricted by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health of 2009 ("HITECH"), and the regulations adopted thereunder. If you wish to restrict the disclosures that your Provider makes of your health information, please contact your Provider directly.

We, like your Provider, are also subject to laws and regulations, including HIPAA, which govern the use and disclosure of certain personal and health information. We make your Patient Portal available to you on behalf of your Provider, as a "business associate" (as defined by HIPAA) of your Provider, pursuant to our [Healthcare Provider User Agreement](#). Under this agreement, we are prohibited from, among other things, using individually identifiable health information in a manner that your Provider may not. We are also required to, among other things, apply reasonable and appropriate measures to safeguard the confidentiality, integrity and availability of individually identifiable health information we store and process on behalf of your Providers. To see our [Healthcare Provider User Agreement](#) [click here](#), and to specifically review our business associate obligations to Providers who



agree to our [Healthcare Provider User Agreement](#), please review Sections 4 and 9 of that agreement.

Other Services on HealthGorilla.com

Although the Patient Portal is made available on our <https://www.healthgorilla.com> website, this Agreement only applies to the Patient Portal. All other services made available on <https://www.healthgorilla.com> are covered by our [Terms of Use](#) and/or a separate User Agreement (as such term is defined by our [Terms of Use](#)).

Incorporation by Reference

Without limiting the generality of the foregoing, this Agreement incorporates by reference the following provisions of our [Terms of Use](#) with all references to the phrase “our Services” (as such term is defined therein) referring to and including the phrase “the Patient Portal” (as such term is defined in this Agreement): Sections 1.2 through 1.5 and Sections 4.2 through 4.14.

Arbitration

1. EXCEPT FOR CLAIMS BY EITHER PARTY UNDER ANY OF SECTIONS OF THE TERMS OF USE LISTED IN PARAGRAPH 2 BELOW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE SUBJECT TO FINAL AND BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. Â§ 1 ET SEQ.). THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (THE “AAA”) THEN IN EFFECT, AS MODIFIED BY THIS AGREEMENT, AND WILL BE ADMINISTERED BY THE AAA. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE EITHER PARTY FROM SEEKING TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF IN CONNECTION WITH AN ARBITRABLE CONTRVRSY, BUT ONLY UPON THE GROUND THAT THE AWARD TO WHICH THAT PARTY MAY BE ENTITLED MAY BE RENDERED INEFFECTUAL WITHOUT SUCH PROVISIONAL RELIEF.
2. THIS AGREEMENT TO ARBITRATE SHALL NOT APPLY TO CLAIMS BY ANY PARTY BROUGHT UNDER AND TO ENFORCE ANY ONE OR MORE OF THE



FOLLOWING SECTIONS OF THE TERMS OF USE INCORPORATED BY REFERENCE INTO THIS AGREEMENT: 1.2, 1.3, 4.2, 4.3 or 4.5.

3. THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLASS MEMBER, OR PRIVATE ATTORNEY GENERAL IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIM WITH YOUR CLAIMS OR OUR CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY REPRESENTATIVE, CLASS, OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.
4. Any part of this agreement to arbitrate that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this agreement to arbitrate, and such other provisions shall remain in full force and effect.