



# Terms and Conditions

Revised as of June 1, 2023.

Welcome to MyAHS Connect as powered by MyChart® licensed from Epic Systems Corporation (“Epic”) that is provided to you by Alberta Health Services (“AHS”). MyAHS Connect allows you to view components of your health record such as test results, health summaries, medications, scheduled appointments, and to securely message your healthcare team. In order to access MyAHS Connect you must first create an account (“Account”).

In these terms and conditions (referred to in this document as the “Agreement”), both MyAHS Connect software and the health information in your personal health record are referred to collectively as “MyAHS Connect”.

In order to use your Account and MyAHS Connect, you must agree to this Agreement by clicking “I Accept” and successfully complete the registration process. By registering and clicking “I Accept” at the end of this Agreement, you acknowledge you have read, understand, and agree to the following terms and conditions and to be legally bound by them.

AHS respects your privacy and seeks to maintain the confidentiality of your personal and health information in accordance with Alberta’s privacy legislation and our Privacy Statement which is incorporated into this Agreement. By agreeing to this Agreement you also acknowledge that you have read, understand and accept our [Privacy Statement](#).

AHS reserves the right to modify or change this Agreement at any time. If AHS modifies or changes this Agreement, you will be required to re-accept a revised agreement prior to accessing MyAHS Connect. We also reserve the right to modify or discontinue (temporarily or permanently) MyAHS Connect (or any part of it) with or without notice to you. We are not liable to you or any third party for any modification, discontinuance, or suspension of MyAHS Connect.

## Medical Disclaimer

Information provided by or on behalf of your health care provider via MyAHS Connect is intended for general information purposes only. You agree and acknowledge AHS is not providing MyAHS Connect to you for the purposes of giving you medical or health advice. You should consult with the appropriate health services provider in connection with treatment options that may be available to you.

MyAHS Connect is not intended for urgent matters or for use in emergencies. If you have an emergency, call your health services provider(s) directly, go to the nearest emergency room, and/or call 911.

While AHS works to provide information that is correct, accurate, current, and timely, we do not guarantee MyAHS Connect will be uninterrupted, timely, secure, or error-free, or that data loss will not occur. You acknowledge that computer systems are not fault-free and occasionally there will be down time and system errors.

AHS, its affiliates and its third party licensors, such as Epic, do not warrant, represent or guarantee that messages sent through MyAHS Connect will be read or responded to by your health services provider.

## User Registration and Login

As part of the registration process for an Account, you will be required to: acknowledge that you are at least 14 years of age and warrant that all of your registration information is accurate. It shall be a breach of this Agreement to select or utilize a user name (i) of another person with the intent to impersonate that

person, (ii) in which another person has rights, if you do not have that person's authorization to use such name, or (iii) that AHS in its sole discretion deems offensive.

You are solely responsible to maintain the confidentiality of the Account you use to access MyAHS Connect and agree that AHS has no obligations with regard thereto. You agree not to disclose your Account information to anyone not authorized to act on your behalf. AHS is not liable for any loss or damage arising from your failure to comply with this Agreement or for any unauthorized access to MyAHS Connect. Please notify AHS User Support of any potential unauthorized use of the Account or a suspected breach of security.

For clarity, your continued use of MyAHS Connect means that you continue to agree to the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, please stop using MyAHS Connect.

## Restrictions on Use

You agree you will not use MyAHS Connect or the Account in any manner that violates any applicable laws. You will not attempt to disable, spam, or interfere with the proper function of MyAHS Connect. You will not upload viruses or malicious content, or tamper with the system in any manner.

## Ownership of MyAHS Connect

The content and design of MyAHS Connect are the property of AHS and its third party licensors, such as Epic. This excludes information entered by you or personal or health information that you may enter into MyAHS Connect.

AHS grants to you a limited license to display, print and use the AHS and third party information and materials accessible in MyAHS Connect solely for your personal, non-commercial use if you ensure that all copyright, trademark and other proprietary notices are displayed on such materials.

## Health Information and Proxy Access

MyAHS Connect enables the uploading (the sending of a file from your computer to MyAHS Connect) and viewing of certain types of data through the connection of personal health devices. You may enter, upload, store, and access health information to MyAHS Connect, including copies of documents, records, and images. You are solely responsible for choosing whether or not to enter or to upload any such health information. AHS has no responsibility for information you choose to enter into MyAHS Connect.

You may give access to your health information within MyAHS Connect to another individual. Alternatively, another individual may give you access to their health information within MyAHS Connect. This is called “proxy” access, and is most often used for family members or individuals who provide care to another individual.

In addition to being able to voluntarily give another individual access to your health information, proxy access that grants one individual access over another individual's health information may also be permitted as set out in the *Health Information Act* (Alberta) or other applicable laws. For example, a parent of a young child may be given proxy access to their child's MyAHS Connect or access may be permitted if someone has a court order appointing them to be the guardian of another individual.

Users with proxy access to another individual's health information in MyAHS Connect are responsible to only access the information relevant and necessary to exercise their authority with respect to the other individual's health care.

If you choose to utilize MyAHS Connect functionality to grant access to other individuals to view your health information, you are expressly providing consent and authorization to AHS to allow those other individuals to access your information within MyAHS Connect. Any sharing of information via MyAHS Connect is done entirely at your own risk. AHS is not responsible or in any way liable for your choices in respect of the same, or for any collection, use, or disclosure of any information shared from MyAHS Connect by those to whom you have granted access, including health services providers.



You agree to notify AHS User Support immediately of any suspicious activity within MyAHS Connect. AHS is not liable for any loss or damage arising from your failure to monitor your MyAHS Connect or your Account.

## Disclosure

The *Health Information Act* (Alberta) permits AHS to disclose your health information under certain circumstances without your consent. AHS expressly agrees not to disclose any of your personal or health information from MyAHS Connect to any third party without your prior written consent or authorization, unless such disclosure is permitted by the *Health Information Act* (Alberta).

## Accuracy & Integrity of Information

Although AHS attempts to maintain the integrity and accuracy of MyAHS Connect, AHS does not make any guarantees whatsoever as to its integrity or accuracy. It is possible MyAHS Connect could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to MyAHS Connect. In the event you discover an inaccuracy in your MyAHS Connect, please inform AHS User Support so that it can be corrected.

## Use of Links

MyAHS Connect may contain links to websites and services maintained by third parties over whom AHS has no control. These links have been provided solely as a convenience for users of MyAHS Connect and do not constitute an endorsement by AHS of the content of such third party sites. AHS makes no representations, warranties or conditions of any kind regarding the content or accuracy of materials on such third party websites linked to MyAHS Connect.

## Termination, Suspension & Deactivation

AHS reserves the right, in their sole discretion and without liability to you, to change, suspend, or terminate your access to all or part of the Account or MyAHS Connect, or to deactivate any aspect of the Account or MyAHS Connect without cause, and without notice to you.

In the event AHS suspends, terminates or deactivates your access to your Account or MyAHS Connect you will no longer be able to access your personal or health Information using MyAHS Connect unless your Account is reactivated by AHS. Other than as required or permitted by law or with your consent, AHS will not disclose or provide access to information stored in MyAHS Connect after the termination, suspension, or deactivation of your Account.

If you want to deactivate your Account and no longer access MyAHS Connect you may call AHS User Support 1-844-401-4016, log in to MyAHS Connect and in the menu select the option of “MyAHS Connect Account Deactivation”, or if you are using the mobile app go to the settings and select “Deactivate Your Account”. If any other MyAHS Connect users have proxy access to your health information, they will continue to have access to your health information after your account is deactivated. To remove their proxy access go to “Share My Record” and follow the instructions before deactivating your account.

Deactivation will also occur when a patient status is changed to “Deceased” and any proxy access given will also expire at that time.

Deactivation may also occur due to misuse of the MyAHS Connect. Misuse is defined by AHS as: communication unrelated to care or using profane language; communication of harm or threats to health system personnel, facilities or others and misuse of portal features to disrupt practice operations.

Other than as required by law or with your consent, AHS will not disclose or provide access to information stored in MyAHS Connect after you deactivate your Account.

## Limitation of Liability

AHS and its affiliates mentioned in the Account and MyAHS Connect are neither responsible nor liable for any injuries (including wrongful death), direct, indirect, incidental, consequential, special, exemplary,



punitive, or other damages whatsoever (including, without limitation, those resulting from lost profits, lost data, or business interruption) arising out of or relating in any way to the Account and MyAHS Connect, related services, content or information contained within MyAHS Connect, health advice, diagnosis, treatment, the performance or possession of the Account and MyAHS Connect, any defect in the Account and MyAHS Connect or its contents, and/or any breach of this Agreement.

Your sole remedy for dissatisfaction with the Account, MyAHS Connect and any related services is to stop using the Account, MyAHS Connect and/or those services.

## **Legal Disclaimer of Warranties**

MyAHS Connect and the information accessible in MyAHS Connect are provided "as is" without any representations, warranties or conditions of any kind. AHS and its affiliates make no representation as to the reliability, accuracy, timeliness, completeness, or suitability of the Account, MyAHS Connect or any services made available through it.

## **Choice of Law & Venue**

By accessing the Account and/or MyAHS Connect, you agree the laws of the province of Alberta will apply to all matters related this Agreement, the Account and MyAHS Connect, without regard to conflicts of laws or principles thereof.

AHS makes no representation that materials on MyAHS Connect or otherwise accessible within your Account are appropriate or available for use in other locations outside Alberta. If you decide to access the Account and/or MyAHS Connect from other locations you are responsible for compliance with local laws.

## **Severability**

In the event that any part of this Agreement is held to be unenforceable, those parts shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

## **Entire Agreement**

This Agreement is the entire agreement between AHS and you pertaining to MyAHS Connect and your Account except that parts of this Agreement may be expressly over-ridden by legal notices or terms located on particular pages within MyAHS Connect.

## **Contact Information**

If you have any questions about this agreement, please contact AHS User Support at 1-844-401-4016, press 3 for help with MyAHS Connect.

## **Acceptance**

By clicking the "Accept" box you acknowledge you have read and understood the above terms and conditions and agree you are bound by this Agreement.

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