



# Terms and Conditions

**Revised as of June 16, 2025.**

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

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

In order to create your Account and use MyChart, 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 that you are 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 MyChart. We also reserve the right to modify, suspend or discontinue (temporarily or permanently) MyChart (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 MyChart.

## Medical Disclaimer

Information provided by or on behalf of your health care provider via MyChart is intended for general information purposes only. You agree and acknowledge AHS is not providing MyChart 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.

MyChart, including messages that can be sent through MyChart, 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 MyChart 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 downtime and system errors.

AHS, its affiliates and its third-party licensors, such as Epic, do not warrant, represent or guarantee that messages sent through MyChart 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 MyChart 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 MyChart. 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 MyChart 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 MyChart.

## Restrictions on Use

You agree you will not use MyChart 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 MyChart. You will not upload viruses or malicious content, or tamper with the system in any manner. You will not use the features in MyChart to create mischief or for personal gain outside of MyChart's purpose.

## Ownership of MyChart

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

AHS grants to you a limited license to display, print and use AHS' and third party content accessible in MyChart 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

MyChart enables the uploading (the sending of a file from your computer to MyChart) and viewing of certain types of data through the connection of personal health devices. You may enter, upload, store, and access health information to MyChart, 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 MyChart.

The collection and use of health information on questionnaires that are available in MyChart for you to complete is legally authorized by sections 20(b) and 27 of the Health Information Act ("HIA"). The information will be used or disclosed by AHS as authorized by the HIA to provide you with health services. If you have any questions about the collection or use of your information on a questionnaire, please contact your health care provider.

You may give access to your health information within MyChart to another individual. Alternatively, another individual may give you access to their health information within MyChart. This is called "proxy" access and is most often used for family members or individuals who provide support 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 MyChart 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 MyChart 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 MyChart functionality to grant access for 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 MyChart. Any sharing of information via MyChart is done entirely at your own risk. AHS is not responsible or in any way or liable for your choices in respect of the same, or for any collection, use, or disclosure of any information shared from MyChart 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 your Account or your MyChart. AHS is not liable for any loss or damage arising from your failure to monitor your MyChart 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 MyChart 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 MyChart, AHS does not make any guarantees whatsoever as to its integrity or accuracy. It is possible MyChart could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to MyChart. In the event you discover an inaccuracy in your MyChart, please inform AHS User Support so that it can be corrected.

## Use of Links

MyChart 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 MyChart 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 MyChart.

## 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 your Account or MyChart, or to deactivate any aspect of the Account or MyChart without cause, and without notice to you.

In the event AHS changes, suspends, terminates or deactivates your access to your Account or MyChart you will no longer be able to access your personal or health Information using MyChart 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 MyChart after the termination, suspension, or deactivation of your Account.

Current residents of provincial or federal corrections facilities are not eligible to access MyChart. If an existing MyChart account holder becomes a resident of a provincial or federal corrections facility, access to their account will be deactivated for the duration of their stay.

If you or someone from your healthcare team has identified a mistake, error, and/or omission in your personal health record, it may be necessary to temporarily suspend your access to MyChart while the Health Information Management team completes a review and/or correction of your health information. Access to your account will be reinstated once the review and/or correction has been completed.



You can access your MyChart account by using MyHealth Records if you have a verified Alberta.ca Account. When you log in to MyHealth Records, you will see two tools: My Personal Records and MyChart. If you want to deactivate your Account and no longer access MyChart you may call AHS User Support 1-844-401-4016 or you can close your MyHealth Records account. If any other MyChart users have proxy access to your health information, they will lose access after the account is deactivated.

Deactivation will occur automatically 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 MyChart. 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 operational practice. You will not use the features in MyChart to create mischief or for personal gain outside of MyChart’s purpose.

MyChart is only available in MyHealth Records to Albertans with a verified Alberta.ca Account, if you are unable to maintain your verified Alberta.ca account status, access to MyAHS Connect will be deactivated e.g., moving out of province.

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

### **Limitation of Liability**

AHS, its third party licensors and its affiliates mentioned in the Account and MyChart 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 MyChart, related services, content or information contained within MyChart, health advice, diagnosis, treatment, the performance or possession of the Account and MyChart, any defect in the Account and MyChart or its contents, and/or any breach of this Agreement.

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

### **Legal Disclaimer of Warranties**

MyChart and the information accessible in MyChart 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, MyChart or any services made available through it.

### **Choice of Law & Venue**

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

AHS makes no representation that materials on MyChart 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 MyChart 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 MyChart and your Account except that parts of this Agreement may be expressly over-ridden by legal notices or terms located on particular pages within MyChart.

### 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 MyChart.

If you submit a question or concern about MyChart functionality or your personal health information in MyChart, it may be necessary for staff to access your health record for troubleshooting purposes only as authorized by the Protection of Privacy Act (POPA) 12(a) or (b).

### Acceptance

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

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