

This is a Service Agreement between you and Southern Tier. Sometimes Southern Tier HealthLink is referred to as "we," "us", "our", or "STHL". This Service Agreement applies to the Southern Tier HealthLink Patient Portal information site at www.sthlny.org, which is referred to in this Service Agreement as the "Service." Please note that we do not provide warranties for the Service. The Service Agreement also limits our liability.

Content disclaimer

Personal Health Records, including *myUHS*, Microsoft HealthVault™, etc., which connect to the Southern Tier HealthLink Patient Portal are not endorsed or warranted by Southern Tier HealthLink. Product descriptions are by their manufacturers and provided for informational purposes only. When you connect a Personal Health Record to your Southern Tier HealthLink Patient Portal account, you allow your health information from the Health Information Exchange to be sent to your Personal Health Record. Other than maintaining the connection between the two accounts, we do not operate, control or supply any product or service related to the Personal Health Record accounts. It is your responsibility to understand the Terms of Use and Privacy Policies of the Personal Health Records.

This site does not provide medical or any other health care advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition, diet, fitness or wellness program. Never disregard professional medical advice or delay in seeking it because of information you accessed on or through the Service.

Your responsibilities

In using the Service, you agree to do the following:

- Obey the law;
- Obey any codes of conduct or other notices we provide;
- Keep your Service account password secret; and
- Promptly notify us if you learn of a security breach related to the Service.

How you may not use the Service

In using the Service, you agree to not do the following:

- Use the Service in a way that harms us or our affiliates, resellers, distributors, and/or vendors (collectively, the "Southern Tier HealthLink parties"), or any customer of a Southern Tier HealthLink party;
- Use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- Use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Service;
- Damage, disable, overburden, or impair the Service (or the network(s) connected to the Service) or interfere with anyone's use and enjoyment of the Service; or
- Resell or redistribute the Service, or any part of the Service.

Privacy

We consider your use of the Service to be private. However, we may access or disclose information about you, your use of the Service and/or the content of your communications, in order to:

- Comply with the law or legal process served on us;
- Enforce and investigate potential violations of this Service Agreement; including use of this Service to participate in, or facilitate, activities that violate the law; or
- Protect the rights, property, or safety of Southern Tier HealthLink, its employees, its customers or the public.

You consent to the access and disclosures outlined in this section.

We may use technology or other means to protect the Service, protect our customers, or stop you from breaching this Service Agreement. These means may include, for example, filtering to increase security. These means may hinder or break your use of the Service. In order to provide you the Service, we may collect certain information about Service performance, your machine and your Service use. We may automatically upload this information from your machine. This data will not personally identify you. You may read about this information collection in more detail in the Southern Tier HealthLink Privacy Statement.

How we may change the Service Agreement

We may change this Service Agreement at our discretion by posting new applicable terms and conditions. If you do not agree to the changes, then you must stop using the Service. If you do not stop using the Service, then your use of the Service will continue under the changed Service Agreement.

We Make No Warranty

We provide the Service "as-is," "with all faults" and "as available." We do not guarantee the accuracy or timeliness of information available from the Service. Southern Tier HealthLink gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws that this Service Agreement cannot change. We exclude any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement.

Liability Information

You can recover from Southern Tier HealthLink only direct damages up to an amount you pay Southern Tier HealthLink for this Service. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental or punitive damages.

This limitation applies to anything related to:

- the Service,
- content (including code) on third party Internet sites, third party programs or third party conduct,

- viruses or other disabling features that affect your access to or use of the Service,
- incompatibility between the Service and other services, software and hardware,
- delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the Service in an accurate or timely manner, and
- claims for breach of this Service Agreement, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

It also applies even if:

- this remedy does not fully compensate you for any losses, or fails of its essential purpose; or
- Southern Tier HealthLink knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Changes to the Service

We may change the Service or delete features at any time and for any reason. We may cancel or suspend your Service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon Service cancellation, your right to use the Service stops right away.

Interpreting the Service Agreement

All parts of this Service Agreement apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this Service Agreement as written. If this happens, then you and we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this Service Agreement will not change. This is the entire Service Agreement between you and us regarding your use of the Service. It supersedes any prior Service Agreement or statements regarding your use of the Service. If you have confidentiality obligations related to the Service, those obligations remain in force. The section titles in the Service Agreement do not limit the other terms of this Service Agreement.

Assignment: No third-party beneficiaries

We may assign this Service Agreement, in whole or in part, at any time with or without notice to you. You may not transfer to anyone else, either temporarily or permanently, any rights to use the service or any part of the service. This Service Agreement is solely for your benefit and ours. It is not for the benefit of any other person.

Claims

Any claim related to this Service Agreement or the Service may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns. You may notify us as stated in the "Contact STHL" area for the Service.

Notices from Southern Tier HealthLink

This Service Agreement is in electronic form. There may be information regarding the Service that the law requires us to send you. We may send you this information in electronic form. We may provide required information to you:

- Via e-mail at the e-mail address you specified when you signed up for your Service, or
- Via the Patient Portal login screen, or
- Via access to a Southern Tier HealthLink public webpage that will be generally designated in advance for this purpose.

Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the Service, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the Service.

Service Agreement party, choice of law and location for resolving disputes

This Service Agreement is between you and Southern Tier HealthLink in the United States. The Service Agreement is with Southern Tier HealthLink, 45 Lewis St., Binghamton NY 13905, United States. New York state law governs the interpretation of this Service Agreement and applies to claims for breach of it, regardless of conflict of laws or principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Broome County, New York, USA for all disputes arising out of or relating to this Service Agreement.

Copyright and trademark notices

All text displayed within the Service is Copyright Southern Tier HealthLink, 45 Lewis St., Binghamton, NY U.S.A., including the Southern Tier HealthLink logos and images. All rights reserved.

Respect copyright

Please respect the rights of artists and creators. Content such as music, photos and video may be protected by copyright. People appearing in content may have a right to control use of their image. You may not share other people's content unless you own the rights or have permission from the owner.