

myindici Patient Portal User Agreement

Introduction

Our Practice ("we" "our" or "us") provides a personal electronic health record service (the "**Patient Portal Account**") as a service to our patients (and their personal representatives), which is a part of the indici Electronic Healthcare Record System ("indici EHR") that is used by our Practice. This user agreement (this "**User Agreement**") applies to your use of the Patient Portal Account. By signing up for, or otherwise obtaining, a Patient Portal Account, or by accessing or using the Patient Portal Account, you are entering this User Agreement and agreeing to be bound by its terms. For the purpose of this User Agreement, "**you**" means the individual user of the Patient Portal Account.

Please read this User Agreement carefully, and do not sign up for or use the Patient Portal Account if you are unwilling or unable to be bound by this User Agreement.

What is the Patient Portal Account?

- A. The Patient Portal Account is an internet-based portal that allows you to view and/or manage relevant parts of your electronic health record maintained about you by us (including health information that we make available to you using the indici EHR).
- B. The Patient Portal Account is accessible through the website at www.myindici.co.nz and through a dedicated mobile application "**Patient Portal App**" that can be downloaded from the App Store, Google Play or such other distribution platforms advised by us from time to time. The Patient Portal Account and Patient Portal App are made available in accordance with our [myindici Privacy Statement](#).
- C. The Patient Portal Account enables you to perform relevant permitted functions directly (as permitted by our Practice from time to time at its sole discretion) which can include your accessing information made available by our Practice (including health information about you), booking appointments, making payments, ordering repeat prescriptions, sending messages to us and using our video consultation service, all via the Patient Portal Account. Any services provided by us via the Patient Portal Account or functions made available to you in the Patient Portal Account may be suspended, removed or terminated by us at any time, without notice and at our sole discretion.
- D. You may receive messages and alerts by electronic means, based on the contact details and notified communications preferences you have recorded in your Patient Portal Account, notifying you of any new information or messages received in your Patient Portal Account.

1. Licence & Access

- 1.1 In consideration of you agreeing to comply with this User Agreement, we grant you a non-transferable, non-exclusive, revocable licence to use the Patient Portal Account.
- 1.2 It is your responsibility to make all arrangements necessary to access the Patient Portal Account.
- 1.3 When accessing the Patient Portal Account via web browser, we recommend that you install and use the latest version of Chrome browser or such other browser as we may recommend from time to time.

2. Your Patient Portal Account

- 2.1 In order to use the Patient Portal Account, you will be required to register with our Practice directly during a visit. To register, you will need to satisfy prevailing identity verification and certification procedures. When creating a Patient Portal Account, the information you provide must be accurate and complete. It is your responsibility to ensure that your information remains accurate and up-to-date at all times.
- 2.2 If you have the authority under applicable law to access the health information of another individual who is registered with our Practice, then we may, at our sole discretion, grant you access privileges for that individual's health information through the Patient Portal Account, in accordance with this User Agreement.
- 2.3 You may terminate your access to the Patient Portal Account at any time by contacting our Practice directly to do so.
- 2.4 We retain control over all parts of your information made available by our Practice to you via the Patient Portal Account. If you move to a new practice, then your access to the Patient Portal Account made available to you by our Practice pursuant to this User Agreement will terminate from the date of transfer to your new practice. Please note that any information made available by our Practice to you via the Patient Portal Account pursuant to this User Agreement will not automatically be made available to you if and when you register to use a new patient portal account in your new practice. Access to, use of and information made available under a new patient portal account will be at the sole discretion of your new practice and subject to a separate user agreement between you and your new practice.

3. Health Information

- 3.1 The health information that you can access in the Patient Portal Account may not contain all healthcare information retained about you by our Practice in the EHR. If you think that the information displayed in the Patient Portal Account is inaccurate or incomplete, or if you would like to request a complete copy of your health information held by our Practice, then please contact our Practice directly.
- 3.2 Because certain of the health information made available via the Patient Portal Account is maintained by us, you cannot change any such information via the Patient Portal Account. If you wish for any part of your health information, displayed in the Patient Portal Account, to be changed (which you are not permitted to change, update or delete yourself directly), then please contact our Practice directly.
- 3.3 We retain control over all parts of your health information made available by our Practice to you via the Patient Portal Account, and retain the ability, at any time, at our sole discretion, to alter or remove from the Patient Portal Account any information previously made available to you via the Patient Portal Account.

4. Privacy & Information Sharing

- 4.1 Our Privacy Policy describes how we use and disclose health information about you. Our ability to disclose your health information is governed by applicable laws and regulations, including the Privacy Act 1993 and the Health Information Privacy Code 1994. If you have any queries regarding disclosures that we make of your health information, then please contact our Practice directly.
- 4.2 We are required to apply reasonable and appropriate measures to safeguard the confidentiality, integrity and availability of individually identifiable health information which we store and process on your behalf.
- 4.3 The Patient Portal Account may allow you to share available parts of your information (including health information) with third parties selected by you. You are responsible for choosing to share your information and must do so with all due care and attention. Please note that whilst you can cease to share your information via the Patient Portal Account at any time, information in the possession of third party recipients (e.g. downloaded or printed), shall remain

available to them. It is, therefore, imperative that you only share information with trusted recipients for whom there is a specific reason for your sharing your information. By sharing your information, you acknowledge that you are doing so entirely at your own risk. You agree that we have no control over and will accept no responsibility or liability for your sharing of your information (including health information) via the Patient Portal Account.

5. Other Services

This User Agreement only applies to the Patient Portal Agreement. All other services accessible through (but located outside of) [the Patient Portal Account](#) from time to time are covered by relevant separate legal agreements in effect from time to time.

6. Credentials

6.1 The Patient Portal Account is protected by technical measures intended to safeguard the confidentiality, integrity and accessibility of your sensitive information, such as unique identifiers, API keys, passwords, etc. ("**Credentials**") which are used as a means of authorisation for authentication purposes. The Credentials used by you must conform to relevant authorisation criteria published by us from time to time.

6.2 Your Credentials are unique to you. You should immediately notify us if your Credentials have been stolen or compromised via the Patient Portal Account. You are responsible for all activities that happen using your Credentials unless and until you have formally notified us that your Credentials have been stolen or compromised. You hereby warrant and covenant that:

- a) the information you submit in obtaining your Credentials is complete and accurate and is capable of identifying you;
- b) you will not share your Credentials with others;
- c) you will not circumvent, or attempt to circumvent, any technical measures that we have put in place to safeguard the Patient Portal Account;
- d) you will not, without our prior written approval, access or use, or attempt to access or use, the Patient Portal Account other than with (i) a reputable commercial browser (Chrome is recommended), (ii) applications made for mobile devices that are made available by or on our behalf, or (iii) the application programming interface ("**API**") made available by or on our behalf using Credentials issued to you directly by us; and
- e) You will not access or use, or attempt to access or use, the Patient Portal Account without legitimate Credentials.

7. Minors

7.1 You are not permitted to use the Patient Portal Account unless you are at least 16 years old and otherwise have the legal capacity to enter into a binding legal contract in New Zealand.

7.2 As a parent or guardian of a minor, you may enter this User Agreement and use the Patient Portal Account on behalf of a minor provided you have the legal capacity to act on behalf of such minor, which you hereby represent and warrant is the case. You acknowledge and agree, in such capacity, that all provisions of this User Agreement which apply to you are equally applicable to such minor.

7.3 Access to and use of the Patient Portal Account on behalf of a minor shall cease automatically when the minor reaches the age of sixteen (16), at which time, control of access to the Patient Portal Account shall transfer to the minor upon completion of prescribed registration requirements by the minor.

8. Content

8.1 The Patient Portal Account content may include health and related information. ***With the exception of video consultations via the Patient Portal Account, we do not directly or indirectly provide medical advice or dispense medical services via the Patient Portal***

Account and nothing contained in the Patient Portal Account should be intended to be a medical diagnosis or treatment. You should always seek the advice of our medical team with any questions you may have regarding a medical condition, and never disregard professional medical advice or delay seeking treatment based on any content or other information included in the Patient Portal Account.

- 8.2 The Patient Portal Account may include text, data, graphics, images, video or other content created by us or third parties. This content is provided for general informational purposes, but should not be relied upon for personal, professional, medical or regulatory decisions. We do not ensure the completeness, timeliness or accuracy of this content.
- 8.3 The Patient Portal Account may include advertisements or promotional messages sponsored by third parties (“**Adverts**”) who shall, at all times, remain solely responsible for the accuracy of their Adverts and the suitability, efficacy, safety and quality of such products and/or services. An Advert does not in any way constitute or imply our recommendation or endorsement of such product or service. We shall not be responsible for, nor shall we accept any liability for, any error or inaccuracy in any Adverts.
- 8.4 The Patient Portal Account may contain hyperlinks to websites operated by third parties, or to materials or information made available by third parties. Such links do not constitute or imply our endorsement of such third parties, or of the content of their sites, or the suitability, efficacy, safety or quality of their products or services, or the information privacy or security practices of their websites. When you activate any such hyperlinks, you will leave the Patient Portal Account whereby we have no control over and will accept no responsibility or liability for the material on any website or app that is not under our direct control.
- 8.5 You warrant that all content uploaded or shared by you, either from your own computer or another source, are either created or owned by you, or that you have the necessary licences, rights and permissions to use the content uploaded or shared and that said content will comply with Clause 10 below.
- 8.6 You agree that you shall be liable to us and will, to the fullest extent permissible by law, indemnify us for any breaches of the warranties given by you in this User Agreement. You shall be responsible for any loss or damage suffered by us as a result of such breach.

9. Restrictions

- 9.1 In order to protect the confidentiality, integrity and availability of information available via the Patient Portal Account, other than as expressly permitted by this User Agreement, you agree that you will not, nor will you attempt to:
 - a) access, use or disseminate any information or files accessible via the Patient Portal Account, in a manner that violates any applicable law or regulation or the rights of any individual or entity;
 - b) sell or transfer any information included in the Patient Portal Account or use such information to market any product or service;
 - c) circumvent any security or authentication measures applicable to the Patient Portal Account;
 - d) disable or circumvent any technical safeguards designed to protect the Patient Portal Account;
 - e) disable or circumvent any technical safeguards designed to protect the confidentiality, integrity or availability of any information or content available on the Patient Portal Account;
 - f) introduce to the Patient Portal Account any software, code or other device or means that:
 - (i) disassembles, decompiles or reverse engineers the Patient Portal Account; or
 - (ii) permits unauthorised access to our systems or any software, hardware, files or data residing thereon; or
 - (iii) disables or damages or otherwise interferes with or adversely affects the operation of our systems or any software, hardware, files or data residing thereon; or
 - (iv) interferes with the proper functioning of the Patient Portal Account;

- g) remove any copyright, trademark or other proprietary rights notices contained in or on the Patient Portal Account; or
- h) engage in any activity other than those expressly permitted under this User Agreement.

10. Acceptable Usage

10.1 You may only use the Patient Portal Account in a manner that is lawful and that complies with the provisions of this Clause 10. Specifically:

- (a) you must ensure that you comply fully with all local, national or international laws and/or regulations;
- (b) you must not use the Patient Portal Account in any way, or for any purpose, that is unlawful or fraudulent;
- (c) you must not use the Patient Portal Account to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- (d) you must not use the Patient Portal Account in any way, or for any purpose, that is intended to harm any person or persons in any way.

10.2 When submitting content (or communicating in any other way using the Patient Portal Account), you must not submit, communicate or otherwise do anything that:

- (a) is sexually explicit;
- (b) is obscene, deliberately offensive, hateful or otherwise inflammatory;
- (c) promotes violence;
- (d) promotes or assists in any form of unlawful activity;
- (e) discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
- (f) is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- (g) is calculated or is otherwise likely to deceive;
- (h) is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
- (i) misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
- (j) implies any form of affiliation with us where none exists;
- (k) infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks and database rights) of any other party; or
- (l) is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

10.3 We reserve the right to monitor your use of the Patient Portal Account, and investigate any activity we suspect breaches and/or infringes the terms of this User Agreement, our rights or interests, or the rights or interests of any person or entity.

10.4 We reserve the right to suspend, withdraw, change or terminate your access to the Patient Portal Account, at any time, if you materially breach the provisions of this Clause 10 or any of the other provisions of this User Agreement. Specifically, we may take one or more of the following actions:

- (a) suspend, whether temporarily or permanently, the Patient Portal Account and/or your right to access the Patient Portal Account;
- (b) remove any content submitted by you that violates this Clause 10;
- (c) issue you with a written warning;
- (d) take legal proceedings against you for reimbursement of all relevant costs on an indemnity basis resulting from your breach;
- (e) take further legal action against you as appropriate;
- (f) disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
- (g) any other actions which we deem reasonably appropriate (and lawful).

10.5 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out in this Clause 10) that we may take in response to breaches of this User Agreement.

11. Intellectual Property

11.1 All intellectual property rights, including all rights, title and interest in and to the Patient Portal Account, the content, and the structure, organisation and arrangement thereof, copyright, trademarks, designs, patent, know-how and confidential information in and on the Patient Portal Account remain the property of our Practice and/or our licensors. You will not acquire any intellectual property rights in or to any improvements or variations that may be made to it.

11.2 You retain ownership of your personal information that you submit on the Patient Portal Account.

11.3 If you submit to us any ideas, suggestions or proposals ("**Ideas**") relating to the Patient Portal Account or other products or services by any means: (a) we are under no obligation of confidentiality, express or implied, with respect to such Ideas (b) we are entitled to use or disclose (or choose not to use or disclose) such Ideas in any way and for any purpose as we may see fit (c) such Ideas automatically become our property (and/or that our licensors) without any obligation to you or otherwise; and (d) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances.

11.4 Other than the limited specific rights that we expressly grant you under this User Agreement, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, exploit or otherwise use the Patient Portal Account or any related content.

11.5 Except as expressly permitted by this User Agreement, nothing herein shall be construed as conferring on you any licence or right to use any Intellectual Property belonging to our Practice and/or our licensors and/or any other third party.

11.6 Any printouts or copies made of content obtained through the Patient Portal Account must include the copyright notice, where stated.

11.7 You may not use any content saved or downloaded from the Patient Portal Account for commercial purposes without first obtaining a written licence from us to do so. This does not prohibit the normal access, viewing and use of the Patient Portal Account for general information purposes.

12. Indemnification

You will, to the fullest extent permissible by law, indemnify, defend and hold us and our respective partners, officers, directors, employees, agents, representatives and licensors (collectively the "**Practice Entities**") harmless from and against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, losses, or expenses, including legal fees, costs and disbursements, arising out of or in any way connected with your use of the Patient Portal Account.

13. Disclaimers

13.1 Access to the Patient Portal Account and the information and content contained therein is provided "as is" and "as available".

13.2 We make no representation, warranty or guarantee other than those explicitly given.

13.3 To the fullest extent permitted by law, we expressly disclaim any liability with respect to any injury caused by any user, or any damage suffered by any user, as a result of the actions or

inactions of any other user. If you are dissatisfied with the Patient Portal Account or any content, your sole and exclusive remedy is to discontinue using and accessing the Patient Portal Account.

13.4 We make reasonable efforts to ensure that the content displayed in the Patient Portal Account is complete, accurate and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the content is complete, accurate and up-to-date.

13.5 Some content in the Patient Portal Account may be created by third party contributors. The views expressed are their own and unless specifically stated are not those of our Practice. We are not responsible for any content posted by third parties on the Patient Portal Account or for the availability or content of any third-party site that is accessible through the Patient Portal Account.

14. Our Liability

14.1 We shall not, to the fullest extent permissible by law, accept any liability to you for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Patient Portal Account or the use of or reliance upon any content included in the Patient Portal Account (other than content that is provided directly by our Practice).

14.2 All representations, warranties, and guarantees (whether express or implied) that may apply to the Patient Portal Account or any content included in the Patient Portal Account are, to the fullest extent permissible by law, hereby excluded.

14.3 We take all reasonable steps to ensure that the Patient Portal Account is free from viruses and other malware, however, we do not accept any liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Patient Portal Account (including the downloading of any content from the Patient Portal Account).

14.4 We do not assume nor accept responsibility nor liability arising out of any disruption or non-availability of the Patient Portal Account resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

14.5 Nothing in this User Agreement excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

14.6 Subject to clause 14.6 above, our aggregate liability in respect of any claim or action you may bring against us or the Practice Entities, regardless of form of action, shall be limited to one hundred New Zealand Dollars (NZ\$100). Nothing in this User Agreement is intended to limit any rights you may have that may not be lawfully contracted out of by us.

15. Termination

15.1 You agree and acknowledge that we may, at any time, suspend, withdraw, change or terminate your access to the Patient Portal Account or any part thereof, with or without notice or cause, for any or no reason, without any liability to you. This may include our suspending, withdrawing, changing or terminating your access to any services made available by us via the Patient Portal Account.

15.2 Where we terminate your access to the Patient Portal Account then you shall (i) immediately cease to use the Patient Portal Account (ii) immediately delete or remove the Patient Portal App from all your devices (where relevant); and (iii) contact our Practice to discuss

alternative means for you to access our services and/or request a complete copy of your health information held by our Practice.

16. Other Important Terms

- 16.1 Any unlawful or voidable provision in this User Agreement shall be read down as to be valid and enforceable or, if it cannot be read down, will be severed from this User Agreement without affecting the validity, legality or enforceability of the remaining provisions, provided the reading down or severing does not materially affect the purpose of or frustrate this User Agreement.
- 16.2 No delay or compromise by us in respect of any breach by you of your obligations under this User Agreement operates as a waiver or prevents us from subsequently enforcing that obligation.
- 16.3 Your use of the Patient Portal Account includes the ability to enter into agreements and/or to confirm transactions electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into on the Patient Portal Account.
- 16.4 We may assign or novate this User Agreement at our sole discretion. If this occurs, then you will be notified in writing. Your rights under this User Agreement will not be affected and our obligations will be transferred to a third party who will remain bound by them.
- 16.5 You may not assign or transfer your rights under this User Agreement without our prior written consent.
- 16.6 This User Agreement constitutes the entire agreement between you and us regarding any services accessed via the Patient Portal Account, and supersedes all previous communications, representations, or understandings, either oral or written, relating to the subject matter hereof.
- 16.7 This User Agreement is between you and our Practice and is not intended to benefit any person or third party in any way and no such person or party will be entitled to enforce any provision of this User Agreement.

17. Changes to this User Agreement

- 17.1 We may amend this User Agreement at any time. Details of any changes will be highlighted at the top of this page. Any such changes will become binding on you upon your first use of the Patient Portal Account after the changes have been implemented. You are, therefore, advised to check this page from time to time.
- 17.2 In the event of any conflict between the current version of this User Agreement and any previous version(s), the version current and in effect shall prevail unless it is expressly stated otherwise.

18. New Zealand Use

- 18.1 Access to the Patient Portal Account is administered in New Zealand and is intended for users in New Zealand.
- 18.2 You may not use the Patient Portal Account in any other jurisdiction where accessing or using the Patient Portal Account would be illegal or unlawful. It is your responsibility to ensure and confirm that you are compliant, at all times, with all applicable laws and regulations.

19. Governing Law & Jurisdiction

This User Agreement shall be governed by and construed in accordance with the laws of New Zealand and the New Zealand Courts shall have exclusive jurisdiction.

20. Complaints & Feedback

- 20.1 We always welcome feedback from you. Whilst we always seek to ensure that your experience of the Patient Portal Account is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- 20.2 If you wish to provide feedback or make a complaint about the Patient Portal Account or any aspect of your dealings with us, please contact our Practice directly.

myindici Privacy Statement

Introduction

This Privacy Statement ("**Statement**") applies to the software and information services we offer to patients through the *myindici* patient portal account ("**Patient Portal Account**"), via the website located at www.myindici.co.nz or via the dedicated mobile application "**Patient Portal App**" that can be downloaded from the App Store, Google Play or such other distribution platforms advised by us from time to time, and electronic messages sent as part of, in connection with, or relating to such software and information services (collectively, the "**Services**").

Please read this Statement in full.

The purpose of this Statement is to describe how we collect, use, store and share information about you, including information submitted by you. This Statement compliments the [myindici Patient Portal User Agreement](#) ("**User Agreement**").

We are subject to laws and regulations governing the use and disclosure of health information we create or receive about you. We store, process and/or transmit health information on your behalf in accordance with the User Agreement. We will apply reasonable and appropriate measures to safeguard the confidentiality, integrity, and availability of the individually identifiable health information we store and process on your behalf.

Information Collected by the Services

Information You Submit or We Collect on Your Behalf:

We collect information from you when you:

- Access the Services
- Enter information in the Services, such as when you request an appointment from our Practice, or you send us a secure message through our Patient Portal Account, or complete a form;
- Upload a document, image, or other data file in the Services;
- Contact us; or
- Make a customer service request.

We also collect information on your behalf, such as when you update your health information through your Patient Portal Account.

Automatically Collected Information:

We automatically gather information whenever you visit, log in, or otherwise interact with the Services, including when you receive electronic messages delivered via the Services. We use relevant tools to gather this information to enhance and operate the Services in several ways, such as to:

- Store user preferences;
- Maintain session activity and sessions;
- Validate users;
- Enable support and security features; and
- Conduct performance analysis of the Services.

When you interact with the Services, we collect information about the software running on the computer, mobile phone, or tablet (each, a "**Device**") you use to interact with the Services, including the Device type, operating system and browser type. We may also collect information about you should you interact with the Services, even if you do not register to use the Services.

We collect information about you and your Devices through cookies, web beacons, and similar technologies. A "**cookie**" is a small data file sent from a website and stored on your Device to identify

your Device in the future and allow for an enhanced personalised user experience based on your previous activity on the website. A "**session cookie**" disappears after you close your web browser, or may expire after a fixed period of time. A "**persistent cookie**" remains after you close your web browser and may be accessed every time you use the Services. We may use both session and persistent cookies on the Services. You should consult your web browser to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may not be able to use certain features of the Services.

Some of our technology partners may deploy similar technologies directly on the Services. These third parties may collect information over time about your use of services provided by them facilitated through the Services, as well as your online activities across other websites or online services accessed through them.

Use of Information

We may use the information we collect for the following purposes:

- Providing the Services and related support;
- Developing new functionality and features;
- Obtaining feedback from you;
- Sharing content in the manner permitted by your User Agreement;
- Performance analysis for the Services;
- Safeguarding and protecting the Services, the information we collect, and the rights of us, our users or third parties, and in response to legal process;
- Any other purpose described in this Statement or your User Agreement; or
- As otherwise permitted by you.

Permitted Sharing via the Services

The Services can be used to facilitate, *inter alia*:

- view medical record, test results and prescriptions;
- one-to-one communications e.g. appointment requests and confirmations, video consults, etc.;
- direct appointment scheduling with our Practice, where permitted;
- make payments;
- communications for administrative or Service-related announcements within the Services; and
- completion of relevant surveys initiated via the Services.

In addition, the Services allow users to store personally identifiable and health information ("**Records**"), including Records that identify other individuals, such as a relative. Certain of the Services permit users to share all or portions of these Records at their discretion.

Information Sharing

We may share information you submit to us with third parties under the following circumstances:

- when you choose to share information with third parties through the Services (subject to available functionality from time to time);
- with third-party service providers with which we have contracted for the provision of specific services and which have agreed to confidentiality obligations with us;
- to protect the Services, the information we collect, and the rights of us, our users, and any third parties;
- to detect, prevent, investigate, or address fraud, illegal activity, or violations of our terms and agreements;
- in response to legal process, such as a search warrant, court order, or subpoena, or when we have a good faith belief that the law requires us to do so;
- any other purposes described in this Statement or your User Agreement; or
- as otherwise permitted by you.

Security

To help prevent unauthorised access, maintain data accuracy, and protect against the inappropriate use of the information we collect, store, and transmit, we deploy a range of technical, physical and administrative safeguards. Unfortunately, no system can guarantee 100% security at all times. Accordingly, we cannot guarantee the security of information stored on or transmitted to or from the Services.

Third Party Services

This Statement applies only to the Services. It does not apply to services offered by third parties, including websites and other online services that the Services may display links to or to content appearing within the Services. When you click on such links or content, you may be visiting websites or interactive services operated by third parties who have their own information collection practices. We do not have control over how any third party collects or uses information, so you should review their privacy policies to understand their practices.

Viewing and Updating Your Information

The Services aim to provide you with access to the information you submit and the means to update it within the Services, consistent with applicable law. This can be accomplished by logging into the Services and updating that information.

Your ability to update your information is subject to our continued ability to remove from the Patient Portal Account any information about you previously shared with you by our Practice. In such cases, you should submit requests to access or amend such health information directly to our Practice.

If you have used the Services to share information with third parties (where the functionality permits you to do so as may be the case from time to time), you may not be able to access, update, or delete that shared information as it will be in the control of such third parties.

We may be required under applicable laws or regulations to retain information about you for extended periods of time or indefinitely. For disaster recovery and business continuity purposes, we retain copies of data stored by the Services for varying periods of time.

Privacy legislation

Our collection, use, storage and sharing of information in the manner described in this Statement, will be undertaken in accordance with all applicable laws and regulations, including the Privacy Act 1993 and the Health Information Privacy Code 1994.

Changes to this Statement

We may amend this Statement from time to time so you should check and read this Statement regularly. By continuing to use the Services after any such amendment, you agree to the amended Statement.

Governing law & Jurisdiction

Any matters or disputes connected with this Statement will be governed by New Zealand laws and subject to the non-exclusive jurisdiction of the New Zealand courts.

Contact Us

If you have questions regarding this Statement, please contact our Practice directly.