

# Monash Health Patient Portal - Terms of Use

*Effective Date:*

*Revised Date (if applicable):*

## **Overview**

Monash Health Patient Portal allows you to access your medical information from Monash Health safely and easily. However, the information available through Monash Health Patient Portal is not intended to be a comprehensive view of all your data in the EMR (Electronic Medical Record).

Monash Health Patient Portal is governed by these Terms of Use. If you do not agree to these Terms, you may not establish a Monash Health Patient Portal connection. By using or accessing Monash Health Patient Portal you agree to these Terms of Use.

## **Creating and Accessing Monash Health Patient Portal**

You must be at least 14 years old to establish a connection to Monash Health Patient Portal. The use of your Patient Portal account is your responsibility. You should not permit any other person to access your Monash Health Patient Portal account using your username and password. To ensure security of your account, please sign out of your account at the end of each session. Please notify us promptly if you suspect that your username or password has been wrongfully used or disclosed.

## **Proxy Use of Monash Health Patient Portal**

You can consent to give another person, such as a parent, legal guardian or next of kin, access to your Monash Health Patient Portal account – this is called proxy access. You may authorise a proxy(ies) to access your Monash Health Patient Portal. The authorised proxy can access the patient's information in Monash Health Patient Portal by creating an account for the patient. The proxy may or may not have a record of their own in the Monash Health Patient Portal.

Proxy access can be established at the time of your encounter with Monash Health. Proxy users will have their own login details, and you can remove their access at any time. If there are any concerns regarding the appropriateness of your proxy accessing your health record, proxy access may also be revoked at the discretion of Monash Health. If you share information from Monash Health Patient Portal or share Patient Portal account details with another individual, you acknowledge and accept responsibility for your decision to provide them with access to your potentially sensitive personal health information.

## **Privacy**

You agree to the terms and conditions of the Privacy Policy ([link](#)) which is incorporated into and made part of these Terms.

## **External Links**

Monash Health Patient Portal may provide you with links to various third-party websites to provide you with additional useful information. We make no representations about the accuracy of information contained on those websites. We exercise no authority over the linked sites, each of which maintains independent privacy and data collection policies and procedures. We assume no responsibility or liability for these independent methods or actions and we are not responsible for the independent policies or procedures of the linked destination sites. We are not liable for the content or privacy initiatives of those websites. These links are provided only for your convenience, and you access them at your own responsibility and risk.

**Liability**

Monash Health will make every effort to provide a Patient Portal that is accurate, uninterrupted and without errors, however no promise can be made. Monash Health (and Cerner) are not responsible for any issues caused you or anyone else (direct, indirect, special, consequential, exemplary, and punitive damages, and lost profits, revenues, or data) by Monash Health Patient Portal.

If you are not satisfied with Monash Health Patient Portal, or with these terms of use, you may stop using it and provide us your valuable feedback regarding any issues and help us improve the Patient Portal.

**Indemnification**

You agree to indemnify, defend, and hold us and our suppliers harmless from and against all damages, claims and expenses arising out of or related to your use of Monash Health Patient Portal.

**Termination/ Deactivation**

Monash Health may terminate, suspend, or delete your Monash Health Patient Portal account access at any time and for any reason, without providing notice to you.

**No Unlawful or Prohibited Use**

You may not use Monash Health Patient Portal for any purpose that is unlawful, immoral or is otherwise prohibited by these Terms of Use. You may not use Monash Health Patient Portal in any way which could disable, damage, overburden, or impair Monash Health Patient Portal or interfere with any other party's use and enjoyment of Monash Health Patient Portal. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to you through Monash Health Patient Portal.

**General**

These terms are governed by the laws of Victoria.

Our failure to enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. We may assign our rights and duties to any party at any time without notice to you and may provide services to you through our business partners and suppliers.

Our performance of these Terms is subject to existing laws, and nothing contained in these terms is in derogation of our obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of Monash Health Patient Portal or information provided to or gathered by us with respect to such use.

If any part of these Terms is determined to be invalid or unenforceable then the invalid or unenforceable provision shall be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

Unless specified otherwise as you use Monash Health Patient Portal, these Terms constitute our entire agreement with respect to Monash Health Patient Portal and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between us with respect to Monash Health Patient Portal.

**Notification of changes to this Terms of Use**

We may change these terms of use at our discretion and without notice. By continuing to use the Monash Health Patient Portal you accept the terms of use as they apply from time to time. These Terms of Use for Monash Health Patient Portal may get revised from time to time as we modify our features and services, as laws change, or as industry privacy and security practices evolve. We will endeavor to take reasonable steps to notify you regarding changes we make to these Terms of Use as appropriate. It is your responsibility to regularly review these terms.