MyChart Video Visit Terms and Conditions

Please review these Terms and Conditions carefully before using these Services. A video visit is a convenient way to communicate with a Salem Clinic provider through a video and audio session within MyChart. Video visits are available to patients with routine health issues; determined by your provider. If you are experiencing a medical emergency or urgent symptoms such as shortness of breath, chest pain, dizziness, weakness, confusion, high fever, sudden or major bleeding, severe rashes or hives, severe allergic reactions, or any other symptoms that might suggest a serious condition, CALL YOUR DOCTOR’S OFFICE, VISIT THE NEAREST HOSPITAL EMERGENCY DEPARTMENT, OR DIAL 911 IMMEDIATELY.

By providing my signature to the Video Visit Terms and Conditions, I acknowledge and agree to the following:

- Video visits should be used only for certain non-urgent medical conditions. I will not attempt to seek emergency care through video visits. If I have an urgent need to seek a medical provider, I will contact my provider’s office by phone. For medical emergencies, I will call 911. My provider may terminate the video visit and advise me to seek treatment from an in-person provider visit or the closest emergency department if at any time she/he determines my condition to be urgent or emergent.

- Service interruptions due to technical difficulties may occur. My provider or I may discontinue the visit if videoconferencing connections are not adequate. I agree that if a problem occurs with the technology during my video visit or if I feel that I am unable to appropriately communicate the nature of my condition to my provider through my video visit, I will call or visit my provider’s office in person.

- Reasonable and appropriate efforts have been made to eliminate confidentiality risks associated with video visits, and I understand that my provider will be in a private room during my video visit. I understand that I am responsible for ensuring my privacy from others at my location, and I affirm that I will take precautions to ensure that my video visit cannot be viewed by others near me without my permission.

- Video and audio will not be recorded by either party during the video visit. The contents of the Video visit, messages between me and my provider as well as information that I have entered concerning my condition, may become a part of my permanent medical record and be available to those who participate in my care and treatment, now and in the future. This includes provider notes, written MyChart messages, electronically signed documents and the date and time of the visit. This information is generally held confidential, but may be used and disclosed by Salem Clinic in accordance with our Notice of Privacy Practices.

- If I refuse treatment that is suggested for me or I do not complete a treatment protocol recommended to me, I will not hold Salem Clinic, P.C., nor any individual responsible for the consequences of my refusal or my decision not to complete my treatment.

- I will not share my MyChart username and password. I am responsible for updating my contact information, including my email address, in MyChart. I understand that if I do not update my contact information, I may not receive notification of new MyChart Video messages, or other MyChart information.

Hardware/Software requirements for video visits

Salem Clinic, P.C. is not responsible for the quality of your Internet connection or for the setup and operation of your computer, web camera, or other hardware. Problems related to your Internet connection or hardware should be directed to your Internet service provider or a qualified computer repair technician.

The following hardware is required:

- A desktop, laptop PC, or mobile device with the MyChart Mobile application and video capability (such as the iPhone or Android Smartphones)
- A web camera (external or integrated) If you are on mobile, you will need a front facing camera and working speaker phone, so that you can see and hear the provider at the same time they are seeing you
- A microphone (usually part of the web camera)
- High-speed internet connection

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The following software is required:
- A web browser. Internet Explorer or Chrome on PCs (we have achieved unsatisfactory results with other browsers).
- If you are on mobile, you will need the most current version of the MyChart Mobile app.
- If you are on desktop, you will need to install prerequisite software prompted by the video service. Go to our website salemclinic.org and select Virtual Care from the dropdown list of service; then click on the Video Visits icon.

**Waiver of liability**
I agree not to hold Salem Clinic, P.C. and its affiliated entities, or any of its directors, employees, consultants or agents liable for any loss, injury or claims of any kind resulting from MyChart video and messages. I understand that Salem Clinic, P.C. takes no responsibility for and disclaims any and all liability, including direct, consequential and indirect and punitive damages, arising from a breach of health record confidentiality resulting from my sharing or losing my password.

If Salem Clinic, P.C. discovers that I have misused or abused my MyChart video access privileges in any way, including acting as a proxy, Salem Clinic, P.C. may discontinue my participation in and access to MyChart video, without prior notice.

Salem Clinic, P.C. does not assume any responsibility for misuse of MyChart video services used by authorized persons.

**Disclaimers**
MyChart video may not be available at all times due to system failures, backup procedures, maintenance or other causes beyond the control of Salem Clinic, P.C. Access is provided on an "as-is, as-available" basis, and Salem Clinic, P.C. does not guarantee access to MyChart video at any particular time. During times when MyChart video is unavailable, please use other communication methods (e.g., telephone) to reach your health care provider. Salem Clinic, P.C. reserves the right to change and update the terms and conditions at any time.

ALL INFORMATION IN MYCHART IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. SALEM CLINIC, P.C. AND ITS AFFILIATE ENTITIES SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF TITLE, ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY AGAINST INTERFERENCE WITH YOUR OPERATION OR ENJOYMENT OF THE SERVICES. SALEM CLINIC, P.C. AND ITS AFFILIATE ENTITIES DOES NOT PROVIDE ANY WARRANTY REGARDING THE SECURITY OR AVAILABILITY OF THE SERVICES OR THE SERVICE PORTAL, THAT THE SERVICES ARE FREE FROM ERROR, OR WITH REGARD TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PRESENTED DURING YOUR USE OF THE SERVICES. I UNDERSTAND THAT SALEM CLINIC, P.C. AND ITS AFFILIATE ENTITIES TAKES NO RESPONSIBILITY FOR, AND DISCLAIMS ANY AND ALL LIABILITY (INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL AND PUNITIVE DAMAGES) ARISING FROM ANY INACCURACIES OR DEFECTS IN SOFTWARE, COMMUNICATION LINES, VIRTUAL PRIVATE NETWORK, THE INTERNET OR MY INTERNET SERVICE PROVIDER, ACCESS SYSTEM, COMPUTER HARDWARE OR SOFTWARE OR ANY OTHER SERVICE OR DEVICE THAT I USE TO ACCESS MYCHART. I UNDERSTAND THAT IF I DOWNLOAD OR OTHERWISE TAKE INFORMATION FROM MYCHART THAT SUCH INFORMATION IS NOW IN MY POSSESSION AND I AM SOLELY RESPONSIBLE FOR MAINTAINING THE INFORMATION IN ANY MANNER I SEE IT. SALEM CLINIC, P.C. AND ITS AFFILIATE ENTITIES ARE NOT RESPONSIBLE FOR ANY INFORMATION I DOWNLOAD OR OTHERWISE SHARE FROM MYCHART.

When you accept and comply with these Terms and Conditions, you receive a free, limited, nonexclusive and nontransferable, personal, noncommercial license to use MyChart video in accordance with these terms and conditions, as amended from time to time.

**Signature:**

**Name (printed):**

**Date:**

**Date of Birth:**

[affix patient label here]