



**iShare Medical**  
**Terms, Conditions and Privacy Statement**  
**Effective May 25, 2016**

At iShare Medical LLC ("iShare Medical" or "we"), we respect your privacy and are committed to protecting it through our compliance with this iShare Medical Terms, Conditions, and Privacy Statement (the "Statement"). Please read the entire Statement before using the iShare Medical software and iShare Medical iShareID Direct Address.

Your private health information is protected under HIPAA when you are interfacing with covered entities such as your physician, hospital, lab, or pharmacy. But, these rules may not apply if your information is held by or disclosed to an entity or person other than a "covered entity". iShare Medical while not a covered entity under HIPAA, does comply with applicable Federal and State laws to protect your information. In addition, we will comply with all applicable requirements of law in the unlikely event that your private information is breached, including complying with any state or federal law breach notification requirements.

You have a right by law to have a copy of your medical records, which can be provided to you in electronic or paper format. iShare Medical provides software that allows you to obtain secure access to your medical records from health care providers who follow the federal guidelines known as "Meaningful Use" rules under a criteria known as "View, Download, and Transmit". iShare Medical software also allows you to view scanned copies of paper medical records provided by your health care providers.

In order to protect you, we first need to verify your identity. While this may seem cumbersome, we have an obligation to you to make sure that your identity is verified so that your information does not end up in the hands of someone who is not authorized to view or obtain your information. And, the good news is that you only have to do this once and your account will be set up.

Once your identity is verified, you will be issued an iShare Medical iShareID Direct Address. The iShare Medical iShareID Direct Address looks a lot like an email address. However, it is a special type of address that contains two secure private keys that allows for secure signing and encrypted transmission of your data between you and your health care providers like your doctor, hospital, lab or pharmacy.

Your iShare Medical iShareID Direct Address should be given to your health care providers. Then, you may ask your doctor or other health care provider to send your medical records to your iShare Medical iShareID Direct Address, and if they have implemented an electronic

medical records system that is compliant with the federal “Meaningful Use” guidelines, your provider will be able to send your medical records to your iShare Medical account.

It is in your best interest to protect your own data. So, we ask that you agree to the following guidelines:

1. You will be assigned a unique user name. You will be asked to set up a password. The password should be something that you can remember.
2. Please keep your username and password confidential. iShare Medical personnel will never ask you for your password, so refuse to give it to anyone who requests it.
3. Please do not share your password with anyone. If you need to grant a family member, loved one, or care giver access to your records, a separate account can be set up for them. Then, you can grant them access to your information. This access can be revoked by you at any time.
4. You can view, download, and transmit your medical records to trusted health care providers. If you download or print your records, then they are no longer secured by the iShare Medical system.
5. iShare Medical should never be used for urgent medical matters. If you have a medical emergency, call 911 or go to the nearest emergency room.
6. iShare Medical is intended to be used by competent adults. A parent or legal guardian of a minor child or other individual can use iShare Medical as allowed by law.
7. Your iShare Medical account is to be used for interaction with healthcare providers to whom or to which you already have an established relationship or you are scheduled to see. Messages should not be sent to providers who have never treated you as a patient.
8. Your iShare Medical account cannot be used to market, solicit, or spam health care providers.
9. You agree to conduct your interactions with your providers in a professional manner. Should your actions be deemed inappropriate, your access can be denied and your subscription can be terminated.
10. By accessing iShare Medical you agree to be bound by this iShare Medical Terms, Conditions, and Privacy Statement.

If you violate this iShare Medical Terms, Conditions, and Privacy Statement in any way, iShare Medical reserves the right to terminate your account at iShare Medical’s judgement at any time.

What we do: iShare Medical, per your request, can be used to request access to your medical records from your healthcare providers. Your medical records will be consolidated into one convenient easy to use location. We do this by:

1. Authenticating the originating address and the destination address so we know the origin and destination of the medical records
2. Securely transporting your medical records from your provider to your iShare Medical account so all of your medical records are up-to-date as sent by your healthcare provider
3. Preserving the original medical records so you can see what we received from your provider
4. Placing your medical records from all your providers into one location so all of your medical records are in one easy to access place accessible securely by you when and where you need it

5. Monitoring activity with the goal to detecting and blocking suspicious activity in your iShare Medical account
6. Adding more features in future releases of the software. As an iShare Medical subscriber, you will get the latest updates.
7. iShare Medical may also de-identify your health information and provide it to one or more third parties for use in clinical research. Any such de-identification of users' information will be done in accordance with applicable law. You have the right to request that your information not be de-identified.

What we won't do:

1. iShare Medical will not disclose your information unless:
  - a. You authorize us to do so;
  - b. We are ordered to do so by a court, law, or legal process, including a response to any government or regulatory request; or
  - c. It is necessary or appropriate to protect our rights, property, or safety or the rights, property or safety of our users or others, in accordance with law
2. iShare Medical will not send you marketing material unless you specifically ask for information about a provider or product
3. iShare Medical will never ask you for your password
4. iShare Medical does not provide legal, healthcare or financial advice.

What we cannot control:

1. Your health care providers must provide you with access to your medical records and provide you with a copy of your medical records, with limited exceptions under the law; however, your provider may not follow "Meaningful Use" guidelines and provide electronic access to your medical records to "View, Download, and Transmit" your medical records. iShare Medical uses these guides to obtain your health records. If your provider has chosen not to participate or your provider elects to provide your records to you in another format (in accordance with law), then iShare Medical will not be able to obtain the electronic medical records and you will need to obtain them from your provider in another format.
2. Your health care provider may refuse to provide your medical records electronically to iShare Medical in certain instances or may delay the provision of your records to iShare Medical.

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The iShare Medical Terms, Conditions and Privacy Statement is effective as of the Effective Date listed on the first page and may be amended or changed from time to time.

The practices described in this Statement only apply to iShare Medical. These practices do not apply to any other organizations, links, web sites, programs, or applications that may be available

through iShare Medical or its service providers. Always read the policies of any company, web site, application, or service where you provide your personal information.

**Customer Service Contact Information:**

If you have any questions about iShare Medical Terms, Conditions, and Privacy Statement you can contact iShare Medical by telephone at (816) 249-2555 or by U.S. mail at the address below:

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Kansas City, Missouri 64111

Phone: (816) 249-2555

Websites:

<http://www.isharemedical.com>

<http://www.iShareMedicalRecords.com>

Email for Customer Support:

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