

Terms and Conditions for our website

Purpose

Kaiser Permanente provides two websites: (1) "**kaiserpermanente.org**" or "**kp.org**", and (2) "**m.kp.org**" a mobile-enabled website, which may be accessed through a KP Mobile Application ("KP Mobile Application") or through a mobile Web browser. These websites (the "Websites") allow users to:

- view health-related information
- communicate with our practitioners and our staff
- arrange for clinical and health plan services
- access additional services

The information provided on the Websites is not a substitute for the advice of a personal physician or other qualified health care professional. Always seek the advice of a physician or other qualified health care professional with any questions regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Websites.

If you think you or someone you are taking care of has a medical or psychiatric emergency, call 911 or go to the nearest hospital.

Agreement

BY USING THE WEBSITES OR BY CLICKING "I ACCEPT" BELOW, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE WEBSITES.

Using secure messaging

Kaiser Permanente provides users with a number of interactive online services to help them better communicate with our practitioners and staff. These services may include (but are not limited to):

- secure messaging, including:
 - email the doctor's office
 - ask a pharmacist
 - appointment requests

You agree that you will not upload or transmit any communications or content of any type (including secure messaging) that infringe upon, misappropriate or violate any rights of any party.

Viewing medical records

Users may use the Websites to view certain information displayed from their medical records, including the results of certain laboratory tests. Using the lab test result feature is considered to be a request to receive lab test results online or on a mobile device.

Users may also authorize other users of the Websites to view health information displayed on the website through the "Act for a Family Member" feature. If you are authorized to access another user's health information, you agree to protect the confidentiality of this information and comply with state and federal privacy laws that may prohibit the redisclosure of health information without the express written authorization of the person who is the subject of the health information, including but not limited to federal law prohibiting the redisclosure of health information regarding alcohol and drug abuse referral and treatment.

In addition, although the Websites display certain information in medical records, they do not necessarily display all information found in those medical records. If you think that medical record information displayed on the Websites is inaccurate, you can request Kaiser Permanente to amend the medical record by mailing a request to the department identified in your regional Notice of Privacy Practices. (A link to the Regional Notice of Privacy Practices is available at the bottom of each page on our website, kp.org.) To request a complete copy of a medical record, please contact the department identified in your regional Notice of Privacy Practices responsible for providing records.

Any personal information you submit to the Websites (for yourself or someone else) is governed by our Website and KP Mobile Application Privacy Statement. (A link to our privacy practices is available at the bottom of each page on our Websites and on the "More" screen at the bottom of the KP Mobile Application.) This includes information on your rights to see and receive copies of your own or others' personal health information.

KP Mobile Application: "Jailbreaking" the mobile operating system

The KP Mobile Application is intended for use only on a mobile device that is running an unmodified manufacturer-approved operating system. Using the KP Mobile Application on a device with a modified operating system may undermine security features that are intended to protect health information from unauthorized or unintended disclosure. You may compromise your health information or the health information of anyone for whom you have been given access, if you use the KP Mobile Application on a mobile device that has been modified. Use of the KP Mobile Application on a mobile device with a modified operating system is a material breach of these Terms and Conditions.

Passwords

Kaiser Permanente has several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Kaiser Permanente online password or account. It is your sole responsibility to (1) control the disclosure and use of your activation codes, password reset codes and

password; (2) authorize, monitor, and control access to and use of your Kaiser Permanente online account and password; and (3) promptly change your password if you feel it has become compromised; and (4) promptly inform the kp.org Web manager of any need to deactivate an account entirely.

To change your password, sign on and choose the arrow icon next to your name at the top of the page. Then, select Profile and Preferences. To deactivate your account, you may Contact our Site Manager using the link available at the bottom of each kp.org web page. If you're using a mobile device and would like to change your password or deactivate your account, please go to kp.org and follow the above steps.

Breaches of these Terms and Conditions

In consideration of being allowed to use the Websites' interactive services, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- signing on as or pretending to be another person (Note: this does not restrict authorized use of the "Act for a Family Member" feature on the Websites.)
- using secure messaging for any purpose in violation of local, state, national, international laws or posted Kaiser Permanente policies
- transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
- transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Kaiser Permanente personnel) or entity as determined by Kaiser Permanente in its sole discretion
- using interactive services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others
- collecting information about others, including email addresses
- intentionally distributing viruses or other harmful computer code
- "Jailbreaking" the operating system of a mobile device using the KP Mobile Application

Kaiser Permanente expressly reserves the right, in its sole discretion, to terminate a user's access to any interactive services and/or to any or all other areas of the Websites due to any act that would constitute a violation of these Terms and Conditions. To the extent there is an inconsistency between these Terms and Conditions and the Website and KP Mobile Application Privacy Statement, these Terms and Conditions shall govern.

Communications by email

By accepting these Terms and Conditions, you agree to receive essential communications by email. These communications may include (but are not limited to):

- notification that an important message awaits you on the Websites (this may be a message from a doctor, a new lab test result, an appointment confirmation, a response from a pharmacist, etc.)

- kp.org, m.kp.org, and KP Mobile Application site & service updates
- emergency alerts and critical messages (for example, if a snowstorm or wildfire has temporarily closed a medical center)
- general health communications from Kaiser Permanente providers

While you have Kaiser Permanente coverage, you may receive the monthly *Partners in Health* wellness update by email as part of your essential communications and services. In addition, you may periodically receive online invitations to participate in member satisfaction and other types of surveys related to your experiences at Kaiser Permanente. Your participation in such surveys is always optional.

Beginning in April 2017, if you forget your kp.org password, in addition to other methods for resetting your password, you will now be able to choose to have a one-time password reset code sent to the email address you provided to us when you registered for kp.org. Because we are adding this new password reset method, if you are using a shared email address, you may want to change it to protect your privacy. To update your email address, sign on to kp.org and choose the arrow icon next to your name at the top of the page. Then, select Profile and Preferences.

Use by children

We do not knowingly allow Kaiser Permanente members under the age of 13 to create accounts that allow access to the secured features of the Websites.

Access, correction, and data integrity

Although we attempt to maintain the integrity and accuracy of the information on the Websites, we make no guarantees as to its correctness, completeness, or accuracy. The Websites may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Websites by third parties without our knowledge. If you believe that information found on the Websites is inaccurate or unauthorized, please inform us by contacting our Web Manager. (On our kp.org website, you may Contact our Web Manager using the link available at the bottom of each web page.)

Revisions, changes, and updates

We may revise the information on the Websites or otherwise change or update the Websites, including these Terms and Conditions, without notice to you. Kaiser Permanente may also make improvements and/or changes in products and/or services described on the Websites or add new features at any time without notice. We encourage you to periodically read these Terms and Conditions to see if there have been any changes to our policies that may affect you. Your continued use of the Websites will signify your continued agreement to these Terms and Conditions as they may be revised.

Links to Third Party Websites

These Kaiser Permanente Websites provide links to other websites that are not owned or controlled by Kaiser Permanente ("Third Party Websites"). We provide links to Third Party Websites as follows.

- Kaiser Permanente provides links to Third Party Websites to connect you easily to additional sources of health information or third party services that may be of interest to you. We may not have any business relationship with the party that controls this type of Third Party website and a link to such a site is offered only as a convenience to you.
- Kaiser Permanente also provides links to Third Party Websites managed by vendors that we have made arrangements with to offer you services to help you manage your health or to take and fulfill orders when you purchase items or materials from us. These Third Party Websites may be co-branded, meaning that they display the Kaiser Permanente logo and the logo of the Third Party vendor but they are owned and controlled by the Third Party.

In each such instance, where practicable, we will let you know when you are leaving the Websites and linking to a Third Party website. We may use an icon that we identify with an appropriate legend to let you know when you are leaving kp.org.

Kaiser Permanente is not responsible for the content, security or the privacy practices of Third Party Websites. Please review the privacy statement and any terms of use of each Third Party website you visit. Unless we specifically advise you otherwise, links to Third Party Websites do not constitute or imply endorsement by Kaiser Permanente of those sites, the information they contain or any products or services they describe. Kaiser Permanente does not receive payment or other remuneration in exchange for you linking to or using any Third Party Website.

Disclaimer and Limitation of liability

Disclaimer of Warranties

THE WEBSITES, AND ANY CONTENT, INFORMATION, SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITES ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOUR USE OF THE WEBSITES IS VOLUNTARY, AND AT YOUR OWN RISK. ANY REFERENCES TO SPECIFIC PRODUCTS OR SERVICES ON THE WEBSITES DO NOT CONSTITUTE OR IMPLY A RECOMMENDATION OR ENDORSEMENT OF SUCH PRODUCTS OR SERVICES BY KAISER PERMANENTE UNLESS SPECIFICALLY STATED OTHERWISE.

Limitation of liability

KAISER PERMANENTE AND ITS AFFILIATES, SUPPLIERS, AND OTHER THIRD PARTIES MENTIONED OR LINKED TO ON THE WEBSITES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY,

PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITES, AND ANY CONTENT, INFORMATION, SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITES, ANY APP TO WHICH YOU AUTHORIZE KAISER PERMANENTE TO RELEASE DATA (AND INCLUDING, WITHOUT LIMITATION, THE APP'S USE OF ANY DATA YOU MAKE AVAILABLE TO THE APP), AND/OR ANY THIRD PARTY WEBSITE, OR YOUR USE OF ANY OF THE FOREGOING, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS DESCRIBED IN THE FOLLOWING PARAGRAPH, YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITES, SITE-RELATED SERVICES, APPS, AND/OR THIRD PARTY WEBSITES IS TO STOP USING THE WEBSITES, APPS, AND/OR THOSE SERVICES.

APPLICABLE LAWS MAY NOT ALLOW SUCH DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY, OR THE EXCLUSIONS FROM SUCH LIABILITY, AND YOU MAY BE ENTITLED TO SEEK OTHER REMEDIES UNDER YOUR EVIDENCE OF COVERAGE OR OTHER AGREEMENT WITH KAISER PERMANENTE. IN SUCH CASE, THE ABOVE DISCLAIMERS, LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Choice of law

THESE TERMS AND CONDITIONS ARE GOVERNED BY CALIFORNIA LAW WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. IF ANY VERSION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS ENACTED AS PART OF THE LAW OF CALIFORNIA, THAT STATUTE SHALL NOT GOVERN ANY ASPECT OF THESE TERMS AND CONDITIONS.

Copyrights

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The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the Websites or KP Mobile Application infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked.

In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office website, currently located at <http://www.loc.gov/copyright>[External Link](#).

In accordance with the DMCA, Kaiser Permanente has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed Infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to our designated agent as follows:

Agent: kp.org Copyright Compliance Department
Address: Kaiser Permanente DEC, 4460 Hacienda Drive, Building A, 3rd floor, Pleasanton, CA 94588
Fax: 1-925-737-2276
Phone: 1-925-598-2799
Email: ISG.QA-Compliance@kp.org

(This telephone number is for copyright-related complaints only. No solicitations. For member and website services, call 800-556-7677.)

Please note: If you materially misrepresent that online material, product, or activity is infringing your copyrights, you may be liable for damages (including court costs and attorneys' fees) and could be subject to criminal prosecution for perjury. We suggest that you consult your legal advisor before filing a notice or counter-notice.

Trademarks and service marks

"Kaiser Permanente" and the Kaiser Permanente logo are registered service marks of Kaiser Foundation Health Plan, Inc. Other proprietary marks of Kaiser Permanente or third parties may be designated as such from time to time on the Websites or KP Mobile Application through use of the TM, SM, or ® symbols. Users of the Websites or KP Mobile Application are not authorized to make any use of the Kaiser Permanente marks or the proprietary marks of third parties, including but not limited to, as metatags or in any other fashion that may create a false or misleading impression of affiliation or sponsorship with or by Kaiser Permanente or the applicable third party.

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