**Connie Patient Connect - Terms of Use**

**Effective Date**: October 1, 2024

Welcome to Connie Patient Connect. Connie is Connecticut’s official Health Information Exchange (“**Connie**”). Patient Connect is an online tool and patient portal provided by Connie (“**we**” “**us**” or “**our**”) to facilitate secure access to your protected health information (“**PHI**”).

These terms of use (collectively, “**Terms**”) govern your use of Connie Patient Connect found at http://conniepatientconnect.org (“**Patient Connect**”). Please read these Terms carefully before using Patient Connect. By accessing or using Patient Connect, you agree to comply with and be bound by these Terms. These Terms are entered into by and between you and Connie, and are a legally binding document. If you do not agree with these Terms, please do not use Patient Connect.

**Registration to Use Patient Connect; Account Security**

You must register with us in order to access and use Patient Connect. By registering for a Patient Connect account, you authorize Connie and its vendors to periodically update and populate Patient Connect with your patient records. Records will be populated, updated, and refreshed between Connie and its vendors on an ongoing basis.

When registering for Patient Connect, you will be required to provide certain information, including, but not limited to, your full name, physical address, phone number, email address, date of birth, and gender. Please ensure that all such information is correct, current, and complete. You will also be asked to create a username and password to utilize Patient Connect. Upon account creation you will be required to verify your identity using your state-issued identification. Your identification will be collected and securely stored by Connie’s identification vendor. You agree to notify us of any changes to personal or account information by updating your account profile or contacting us using the contact information available below.

Please keep your username and password confidential and do not share your password with anyone else. You agree to notify us immediately via the support line or email below of any actual or suspected unauthorized use of, or access to, your username or password or any other breach of security.

**Data Privacy**

Connie is committed to maintaining the privacy and security of your information in accordance with applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 “HIPAA” and its implementing regulations. All information contained within Patient Connect will be governed by Connie’s Privacy Policies, which can be found at [http://conniepatientconnect.org](http://conniepatientconnect.org/). By using Patient Connect, you consent to the practices described in the Privacy Policy.

**Using Patient Connect; Medical Records**

Patient Connect is a tool intended to support your health care. As such, and subject to the restrictions below, you may use Patient Connect to access and update your health record.

Subject to compliance with these Terms, upon registration for Patient Connect, Connie grants you a revocable, non-exclusive, and non-transferable license to access and use Patient Connect solely for permitted purposes.

You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material provided by Connie or its vendors contained in, or generated by, Patient Connect, except that you may download or transmit, or use the authorize access feature within Patient Connect to provide access to, your own PHI and you may store files that are automatically cached by your web browser for display enhancement purposes. The foregoing does not restrict the rights to material generated by you.

Patient Connect is intended for informational purposes only and does not provide medical advice. Health care providers do not provide medical advice or guidance through Patient Connect. Your health care providers and medical team are responsible for the accuracy and completeness of medical records accessible through Patient Connect. Connie disclaims responsibility and liability for all errors, omissions, or inaccuracies in your medical record. Further, Connie does not guarantee Patient Connect’s availability or accessibility. All medical questions should be directed to your health care provider.

**Restrictions on Use**

While using Patient Connect, you agree not to:

1. Access or use Patient Connect if you are not a registered user.
2. Use Patient Connect in any manner that could disable, interfere with or impair it or interfere with any other user’s use of Patient Connect.
3. Use any process to use, monitor or copy any of the Connie Content on Patient Connect or for any other unauthorized purpose without our prior written consent.
4. Use any device, software, or routine that interferes with the proper working of Patient Connect.
5. Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of Patient Connect or any part thereof.
6. Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with Patient Connect.
7. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Patient Connect, or any features or functionality of Patient Connect, to unauthorized third parties for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service.
8. Use Patient Connect in violation of any law, regulation, or rule, or third party’s rights.

**Proprietary Rights**

Patient Connect and its entire contents, features, and functionality, including, without limitation, text, images, software, source code, format, structure, user interface and experience, programs, applications, database, compilations, algorithms, artificial intelligence technologies and machine learning models (collectively, the “**Connie Content**”), are owned by Connie, its licensors, or other providers of such material and are protected by intellectual property laws, including patent, trademark and copyright laws. The “Connie” name and logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Connie or its affiliates or licensors. You may not make commercial use of the Connie trademarks. Connie retains all right, title and interest, including all related intellectual property and proprietary rights to Patient Connect and its trademarks.

We respect the intellectual property rights of others. Anyone who believes their work has been reproduced in a way that constitutes copyright infringement may notify us in accordance with the Digital Millennium Copyright Act of 1998.

You agree not to upload or provide any content that: (i) infringes any third party intellectual property or publicity or privacy rights; (ii) violates any applicable law or regulation; (iii) is defamatory, abusive, harassing, harmful, or fraudulent; (iv) contains viruses or malware; or (v) is otherwise objectionable, as determined by Connie.

**Disclaimer and Limitations of Liability**

Patient Connect is provided “AS IS” without warranties of any kind. We do not warrant the accuracy, completeness, or usefulness of any information, feature, or functionality of Patient Connect, including any third party services. We disclaim all liability arising from any use of Patient Connect and all warranties, whether express or implied, including, but not limited to, the warranties of merchantability, title, fitness for a particular purpose, non-interference, quiet enjoyment, accuracy, and non-infringement. Connie takes no responsibility and assumes no liability for the actions or omissions of other users.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONNIE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, CONTENT, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE PATIENT CONNECT; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY USING PATIENT CONNECT; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR COMMUNICATIONS OR INFORMATION. IN NO EVENT SHALL CONNIE’S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO PATIENT CONNECT EXCEED ONE HUNDRED U.S. DOLLARS (U.S. $100.00).

Patient Connect may include or make available to you content provided by third parties, including by other users of Patient Connect. We are not responsible, or liable to you or to any third party, for the content or accuracy of any such content. Any third party services may be governed by the terms and conditions of such third parties. You agree to abide by such third party’s terms and conditions relating to your use of and access to such third party services made available to you through Patient Connect.

**Indemnification**

You agree to fully indemnify, defend, and hold harmless Connie and its officers, directors, employees, agents, contractors, service providers, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind arising from or relating to (i) your use of Patient Connect in violation of these Terms, and/or (ii) third party claims that any content you provide Connie or Patient Connect infringes applicable laws or third party intellectual property or other rights.

**Governing Law**

These Terms are governed by the laws of the State of Connecticut, excluding any conflict of laws rules. Any claim or dispute by or against Connie arising out of these Terms, or access to, or use of Patient Connect shall be brought solely in the United States District Court for the District of Connecticut or in the courts of the State of Connecticut. You agree not to object to the exercise of personal jurisdiction by or to venue in any such court.

**Miscellaneous**

These Terms and any supplemental terms and guidelines posted on or made available through Patient Connect constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any provision of these Terms are deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

We may update the content or modify Patient Connect from time to time. We may revise and update these Terms from time to time in our sole discretion. The updated version of the Terms will be posted on Patient Connect with an updated effective date. Your continued use of Patient Connect following the effective date of the amended Terms means that you accept and agree to the Terms, as amended. You are responsible for regularly reviewing these Terms and any amendments thereto, so please check this page so that you are aware of any changes.

**Account Termination and Opt Out**

If you have opted out of participation with Connie after creating a Patient Connect account, data within the account will no longer be updated after you are fully opted out of Connie, and your Patient Connect account will be deleted within 30 business days. If you would like to download any of your data from your Connie Patient Connect account, we recommend that you access your account and download your data before opting out.

We may suspend or terminate your account or cease providing you with access to Patient Connect at any time for any or no reason, including, but not limited to, if we reasonably believe you have violated these Terms or if it appears that the account is a duplicate or not created by an authorized user. You may terminate your account and cease to use Patient Connect at any time by contacting Connie’s support line.

**How to Contact Us**

If you have any questions or comments about these Terms, or if you would like to provide us with any notices required under these Terms, please contact us by:

**EMAIL**: [PatientSupport@ConnieCT.org](mailto:info@mysite.com)

**CONNIE SUPPORT LINE**: (203) 872-5874

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