

GHS Portal - Terms and Conditions for Use¹

Introduction

By enrolling into the GHS Portal hereinafter referred to as “the Portal”, you agree to respect the Terms and Conditions included in this document. It is your responsibility to carefully read, understand and comply with these Terms and Conditions. Please make sure that you understand your responsibilities, and what constitutes abuse of the Portal. Additionally, this document instructs you how to make sure that computer hardware and software or personal data processed, are not put at risk. Enrolment into the Portal automatically results in your acceptance to follow these instructions.

If you have any questions about these Terms and Conditions, you should contact the General Healthcare System (GHS) Contact Center at info@hio.org.

The Portal can be distinguished into two different areas; the Beneficiary Portal area, secure access to which is provided to GHS Beneficiaries hereinafter referred to as “Beneficiary(ies)”, and the Provider Portal area, secure access to which is provided to GHS Contracted Healthcare Providers, GHS Healthcare Professionals, and may include their staff who belong to, or work on behalf of a GHS Contracted Healthcare Provider or GHS Healthcare Professional, hereinafter referred to as “Provider(s)”. By enrolling into the Portal, you become a Portal account holder. You can enrol as a Beneficiary and gain access to the Beneficiary Portal area. If you are a Provider, you can also enrol as a Provider, and gain access to the Provider Portal area as well.

As a Beneficiary, you can enrol yourself or other persons you represent (children, other relatives, etc.). Once enrolled, you will have access to the data related to yourself (your own “Record”). If you enrol another person, you may have access to the data related to this other person (the other person’s “Record”) until the completion of the person’s enrolment to the GHS. Thereafter, you may continue to have access to such person’s Record in the cases of minor children or other dependents for whom it can be proved that you are their legal guardian.

As a Provider, you can enrol to the Provider Portal area as a natural person or submit an enrolment application on behalf of an entity. In the case of enrolment of an entity, the natural person who will submit the enrolment application will automatically be declared as the system administrator of the entity.

These Terms and Conditions refer to Providers who have access to the Portal for the processing of GHS information in the context of which they provide health care services under the GHS.

¹ Pursuant to Art. 32C(3) of the General Healthcare System Laws of 2001 to 2017, the Health Insurance Organisation (HIO) shall issue a document containing the terms and conditions that must be complied with by any person using the IT system. The IT system mentioned in Art. 32C of the General Health Care Scheme (Amendment) Law of 2017 is hereinafter referred to as “the GHS Portal”.

Whether enrolling and using the Beneficiary or the Provider area of the Portal, or both, you should expect to receive ad-hoc HIO communications through the Portal, informing you of changes or updates to the Portal, which may impact your use.

The HIO reserves the right to update this document as necessary and current versions will be provided through the Portal pages.

Supporting information can be found via the GHS support pages.

If you wish, you may discontinue your use of the Portal at any time by submitting a relevant request to the individual teams of the GHS Provider Management and Beneficiaries Management Departments at providers_PD@gesy.org.cy (for personal doctors), providers_OS@gesy.org.cy (for outpatient specialists), providers_pharma@gesy.org.cy (for pharmacists), providers_labs@gesy.org.cy (for laboratories) and beneficiaries@gesy.org.cy (for Beneficiaries). However, have in mind that if you are a Provider, using the Portal to perform GHS related operations is a legal obligation (Art. 32C(1) of the General Healthcare System Laws 2001 to 2017).

Minimum technical requirements for using the Portal

You may access the Portal at any time via your own or your organisation's device, provided this device is running the latest version of a web browser application (such as Google Chrome, Firefox, Microsoft Internet Explorer or Edge, Safari) and a PDF (Portable Document Format) reader application. You will also need an internet connection and a valid/working e-mail address. Some functions may require printing. You should also have a mobile with the ability to receive SMS messages and a mobile phone number issued by a Cyprus telecommunications service provider. You are solely responsible for keeping your devices secure, including updating them and all installed applications with required upgrades, updates and security patches available from third parties.

Functions of the Portal

The Portal allows you as a Beneficiary to:

- enrol yourself and your children or dependents, or other third persons in the GHS and manage your and their enrolment process;
- search for Providers;
- read any other information the HIO may deem necessary and helpful to publish from time to time, as part of the Portal services;
- enable you, based on your authorisations, to access and/or modify your own demographic information and that of your children and/or dependents;
- submit requests for registering/changing your Personal Doctor;

- submit queries and complaints relating to the GHS services and or about GHS Contracted Healthcare Providers and GHS Healthcare Professionals;
- modify your preferences for the use of the Portal;
- access and manage your Electronic Patient History;
- view the access log of your Electronic Patient History;
- receive notifications with regard to GHS operations.

Additionally, if you enrol and use the Provider area of the Portal, based on your role and segment (i.e. Personal Doctor, Specialist, Pharmacist etc), the Portal may allow you to:

- submit Provider and Beneficiary enrolment requests;
- view and manage your information as a Provider;
- manage your supporting staff;
- manage your Beneficiaries' list;
- send a covering request to a Personal Doctor;
- create visits and record notes, diagnoses and activities for the beneficiaries that visit you;
- view the Electronic Patient History and Medical Profile of the beneficiaries who visit you based on permissions;
- issue referrals, prescribe pharmaceutical products, medical equipment and medical supplies, issue lab orders for the beneficiaries that visit you;
- dispense pharmaceutical products, medical equipment and medical supplies;
- execute lab orders and submit the results;
- execute diagnostic examinations and submit the results;
- submit and manage pre-approvals for services;
- submit and view the progress of claims for reimbursement;
- view general or personalized reports about your interactions with the Portal;
- submit and follow-up on queries and/or complaints with the Health Insurance Organisation.

Your responsibilities when using the Portal

The Portal is subject to stringent personal data protection and information security rules, which are always closely observed. Nevertheless, the protection of your data is also your responsibility. For this purpose, you should always carefully read and understand your relevant responsibilities and at a minimum apply the below guidelines.

- **DO NOT SHARE YOUR USER NAME AND PASSWORD WITH ANYONE.** If you share your user name and password with someone else, you will compromise the security of the Portal.
- The function of this Portal is to support the GHS services by means of the IT system referred to in Article 32C of the General Healthcare System Laws 2001 to

2017. The Portal should not be used for any other purpose and it is your responsibility to only use the Portal for the function it is intended for.

- You agree that any information you access, any data you enter and all communications you initiate through the Portal will be about you or any other persons to whose data you have rightful access as a Beneficiary (children and/or dependents) or as a Provider (Beneficiaries). It is your responsibility to never use the Portal for the processing of personal data related to any other person.
- Parts of your Record as a Beneficiary may be viewed and read by Providers as well as by other persons (colleagues, or support staff) belonging to the same organisation as the Provider and who have access to your Record or parts of your Record, on a need-to-know basis. It is your responsibility to keep in mind that any communication via the Portal addressed to your Provider, may be read by such other persons.
- As a Portal user, you will be receiving GHS notifications via e-mail i.e. periodic reports regarding who has accessed your data, when your data have been accessed, notifications regarding your status on your Personal Doctor's list as well as other pertinent notifications relating to you or the Records which your Record is linked with (your children or/and other dependents). This means that any other person with access to the e-mail account that is registered in your Record, may read these notifications. This could include your spouse, employer or anyone else who has access to your personal e-mail account. Although no specific medical information will be included in these notifications, the periodic report regarding who and when accessed your Record or which Providers you have received GHS services from, may be information that you would not want others to know. You should keep this in mind when allowing someone else to access your personal e-mail account. If others have access to your e-mail, and if you do not want them to be aware of these e-mail notifications, then you should not enrol in the Portal or register another e-mail account in your Record to which someone else does not have access.
- The Queries and Complaints section of the Portal should not be used for addressing medical questions or any other information to a Provider. The HIO is not responsible for the disclosure of personal information which may be shared by you in such cases. The Queries and Complaints section of the Portal shall only be used to submit any queries or complaints you may have with regard to general GHS questions, such as about the enrolment process and Beneficiary eligibility criteria, your Beneficiary status, rights and responsibilities as a GHS Beneficiary and/or Portal user, manage your registration to a List of a Personal Doctor, report problems, or submit complaints with regard to the GHS services and/or a Provider.

Restrictions when using the Portal

By accessing the Portal, you agree that you will not under any circumstances:

- use the Portal for any unlawful purpose or for the promotion of illegal activities;

- attempt to interfere in any way with the proper functioning of the Portal and the GHS IT system;
- attempt to use the Portal to gain unauthorized access to any other computer system or other user's Portal account;
- bypass or attempt to bypass any measures we take to restrict access to the Portal or use any software, technology or device to scrape, spider or crawl the information or harvest or manipulate data processed via the Portal;
- use another user's account without permission;
- post or link to any offensive material.

If the HIO determines that you have violated any of the above restrictions or any other rule included in these Terms and Conditions, and/or otherwise abused your access to the Portal, the HIO has the right, in its sole discretion, to discontinue your use of the Portal. You will be notified if your account is discontinued.

Intellectual Property

The Portal contains copyright protected content including, but not limited to, text, photographs, graphics, icon buttons, images, artwork, names, logos, trademarks, service marks and data ("Content"). Except as permitted under these Terms and Conditions, you agree not to sell, license, copy, reproduce, modify, transmit, edit, adapt, create derivative works from, distribute or otherwise make unauthorized use of Content in whole or in part by any means without express written consent of the HIO.

You agree not to reverse-engineer, decompile, disassemble or otherwise attempt to extract or discover the source code of the GHS IT solution or any part thereof, except and only to the extent such activity is expressly permitted by applicable law notwithstanding this limitation.

Specific duties for Providers using the Portal

As a Provider you will use the Portal to support your own GHS services or the services provided by your organisation.

Consequently, for the application of the European and national data protection legislation, you, as a Provider, will act as a controller of the processing of personal data performed by you via the Portal.

This means that, insofar you use the Portal as a Provider, it will be your responsibility to respect all applicable provisions of the European and national data protection legislation, in particular of the European General Data Protection Regulation (GDPR) and of the Protection of Natural Persons Against the

Processing of Personal Data and Free Data Traffic of these Data Law 2018 (L 125(I)/2018) of the Republic of Cyprus.

This also means that, if you use the Portal as a Provider, it will be your responsibility to comply with all other legal and contractual rules applicable to you as a Provider providing health care services on the territory of the Republic of Cyprus.

Final provision

The legal relationship between the HIO and the users of this Portal is exclusively governed by the laws of the Republic of Cyprus, except where rules of international private law apply. Any dispute is to be brought exclusively to the competent court according to the laws of the Republic of Cyprus.