

Virtual Gateway Terms and Conditions for Individual Users

The Virtual Gateway and related business services are provided subject to your agreement and compliance with the Terms and Conditions of Use set forth below. Please read the following carefully. If you do not agree to be bound by these Virtual Gateway Terms and Conditions of Use, promptly exit this application.

1. Applicability: These VG Terms and Conditions of Use shall apply to your access to and use of the Virtual Gateway and related business services (hereinafter "VG"). You agree to comply with, and be bound by, these VG Terms and Conditions of Use, and to use the VG only for the purposes for which your access has been granted by the Virtual Gateway, the Executive Office of Health and Human Services (hereinafter "EOHHS"), or the related business service. EOHHS may revise these VG Terms and Conditions of Use at any time and your continued use of the VG after notice of such change shall constitute your acceptance of the new VG Terms and Conditions of Use.
2. Privacy and Confidentiality of Personal Information: By using the VG, you agree, to protect the privacy and security of the personal information in the VG. In certain instances, you may receive or create a VG Username and Password to access or submit personal information. You should not divulge your Username or Password to anyone. The Commonwealth of Massachusetts, EOHHS, or the VG will never ask you for your password in an unsolicited phone call or email. When you are finished with sites that are password protected, you should exit the page. EOHHS and its sub agencies are required to protect the privacy and security of the personal information in the VG. However, EOHHS reserves the right to exercise complete control over the access, use, disclosure, and disposition of the personal information in the VG. You agree to only access and view all personal information in compliance with these VG Terms and Conditions of use, as well as other applicable terms and conditions of use in the VG and all other applicable state and federal laws concerning the confidentiality of personal information. Virtual Gateway administrators routinely monitor system activity in order to ensure the confidentiality, integrity and availability of the Virtual Gateway. Use of the Virtual Gateway constitutes your express consent to monitoring, inspection and/or copying of all activity and personal information that you view, create, or receive during your use of the Virtual Gateway.
3. Unauthorized Access/User Responsibilities: You agree: (a) to use your best efforts and to take all steps reasonably necessary to prevent unauthorized access to, use of, or disclosure of your password or any data or anyone's personal information in the Virtual Gateway;(b) to notify VG Customer Service both orally and in writing as soon as possible about any unauthorized access to, use of, or disclosure of your password, data or anyone's personal information; (c) to take such measures, in consultation with EOHHS as are reasonably necessary to mitigate or address any unauthorized access to, use of, or

disclosure of such information. You further agree and certify that you will not seek to access any personal information of others unless you have received express consent by the appropriate adult to do so and will not falsely represent to the Virtual Gateway or EOHHS the existence of such consent. You further agree that you will not use VG to attempt to access any other household's personal data other than your own household data as authorized by EOHHS. None of the foregoing shall be construed to waive any rights or remedies that EOHHS possesses in the event of unauthorized access to, use of, or disclosure of such information.

4. User IDs and Passwords: Your ID and password are non-transferable, and may not be shared with any other individual.

5. Termination of Access: EOHHS may terminate any User's access to the VG at any time, with or without cause, without notice and without penalty. None of the foregoing shall be construed: (1) to relieve User of any of the responsibilities imposed by this Agreement or by applicable law; or (2) to waive any rights or remedies that EOHHS possesses in the event of unauthorized access to or use of the VG.

6. Governing Law: Any actions arising out of User's access to the VG shall be governed by the laws of Massachusetts and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

Acknowledgement

User hereby accepts and agrees to these VG Terms and Conditions of Use and acknowledges that these VG Terms and Conditions of Use and other terms and conditions of use which User may be required by EOHHS of User shall constitute the entire understanding between User and EOHHS concerning use of the VG.