

Terms of Use Agreement

IMPORTANT: Southeastern Ohio Regional Medical Center (SEORMC) is not a health insurance company and is not licensed to sell health insurance.

INTRODUCTION

SEORMC.org and the content contained therein, including all text, graphics, images, and other material (collectively, the "Site") is a website that offers online healthcare information and services (the "Services"). The Site is owned by SEORMC who, together with its affiliates, successors, assigns or licensees, and any of their respective officers, directors and employees shall be referred to as "Southeastern Ohio Regional Medical Center". Use of the Site and its Services is governed by the terms and conditions of this agreement ("Terms and Conditions" or "Agreement"). Throughout this Agreement, SEORMC may be referred to as "We" or "Us." Individuals accessing the Site and its Services shall be referred to as "You" or "User(s)."

Please read this Agreement carefully before accessing the Site or using the Services.

GENERAL TERMS AND CONDITIONS

By accepting the Terms and Conditions, You warrant that You have fully read and understood the Terms and Conditions without any impairment in judgment resulting from (but not limited to) mental illness, mental handicap, intoxication, medication, or any other health or other problem that could impair judgment.

Your access and use of the Site and the Services bind You to this Agreement. If You do not agree to the Terms and Conditions for the Site and the Services, You may not use the Site or the Services.

We may modify the Terms and Conditions at any time. Any modifications made will be effective immediately upon posting on the Site. You agree to review the Terms and Conditions posted on the Site each time You access the Site and/or use the Services so that You are aware of any modifications made to the Terms and Conditions.

DISCLAIMER

THE SERVICES AND ANY INFORMATION CONTAINED ON SEORMC.ORG OR PROVIDED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ALL ACCESS TO AND USE OF THIS SITE IS VOLUNTARY AND AT THE SOLE RISK OF THE USER.

SEORMC.org advises Users to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions. Never disregard, avoid or delay in obtaining medical advice from your doctor or other qualified health care provider because of something You have read on this Site. If You have or suspect that You have a medical problem or condition, please contact a qualified healthcare professional immediately. If You are experiencing an emergency, please dial 911 or call for emergency medical help on the nearest telephone. Nothing contained in SEORMC.org is or should be considered, or used as a substitute for, individual medical advice, diagnosis or treatment. SEORMC.org may contain health or medically related materials that are sexually explicit. If you find these materials offensive, you may not want to use SEORMC.org. The Services provided on SEORMC.org are here to educate consumers on healthcare and medical issues that may affect their daily lives. SEORMC.org and its Services are not intended to be used to:

- Treat a medical emergency or acute medical condition;
- Provide a final diagnosis or initiate a treatment plan; or
- Resolve medical issues.

SEORMC.org may contain descriptions of treatment modalities. These descriptions of treatment modalities are designed as standard generic information and should not be relied upon by any person as medical advice or a treatment plan designed to cover any particular individual's symptoms or conditions. The descriptions of treatment modalities are strictly for informational purposes and should not be considered medical advice.

SEORMC.org may contain information on prescription drugs. Such information is not intended to satisfy any government regulations requiring disclosure of information on prescription drug products. You should take prescription drugs only when prescribed by your physician or health care provider and only in accordance with their instructions. SEORMC.org may contain information on over-the-counter medications, dietary supplements, and foods. Such information is not intended to satisfy any government regulations requiring disclosure of information on such regulated products. You should consult with your physician or healthcare provider before taking over-the-counter medications and with regard to any questions regarding dietary supplements and special diets in connection with the treatment of a medical condition.

You agree that SEORMC does not constitute a service that targets any one community, user group, business or industry. SEORMC is not "doing business" in any specific jurisdiction or soliciting business or establishing "minimum contacts" with any jurisdiction outside of the State of Ohio.

We do not operate, control, supply, endorse, warrant or guarantee any information, products, services or merchandise that is not clearly identified as information, products, services or merchandise supplied by us. We also do not warrant or guarantee that files available for downloading through the Services will be free of infections or viruses, worms, Trojan horses or other code that contains contaminating or destructive properties.

We, and our content providers, cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. Users of SEORMC.org are responsible for maintaining a means external to SEORMC for the reconstruction of any lost data.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, SEORMC.org or its Services, or any part thereof, with or without notice.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICES, OR WITH RESPECT TO ANY INFORMATION, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH SEORMC.ORG. WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, PRODUCTS, SERVICES, MERCHANDISE OR OTHER MATERIAL PROVIDED THROUGH THE SERVICES OR ON SEORMC.ORG GENERALLY. WE MAKE NO WARRANTY OR GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-

FREE. THE USER (AND NOT US) ASSUMES THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION THAT MAY BE NECESSARY FOR THE USER'S COMPUTER EQUIPMENT AND SOFTWARE AS A RESULT OF ANY UNAUTHORIZED CODE, ERRORS OR OTHER PROBLEMS THE USER MAY HAVE AS A RESULT OF ACCESSING SEORMC.ORG.

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SEORMC IS NOT LIABLE TO ANY USER OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN BY ANY USER OR ANYONE ELSE BASED ON INFORMATION CONTAINED ON SEORMC.ORG OR PROVIDED THROUGH THE SERVICES, OR DUE TO RELIANCE UPON INFORMATION CONTAINED ON SEORMC.ORG OR PROVIDED THROUGH THE SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF SEORMC.ORG AND ANY OF ITS CONTENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE EVENT GIVING RISE TO SUCH ACTION OCCURRED.

CHILDREN'S PRIVACY

We are committed to protecting the privacy of children. You should be aware that SEORMC.org is not intended or designed to attract children or anyone under the age of 18. We do not knowingly collect personally identifiable information from any person who is a child under the age of 18. You affirm that You are 18 years of age or older or an emancipated minor and are fully able and competent to agree to these Terms and Conditions and to abide by and comply with them. If you are under 18 years of age, please exit the SEORMC.org immediately.

USERS' AGREEMENT, POSTINGS AND USER SUBMISSIONS

By registering to use SEORMC.org, Users will create a personal profile account and may have access to the posting feature. By posting any comments or other material on SEORMC.org (each, a "Posting"), You give SEORMC the irrevocable, royalty free, worldwide right to reproduce, distribute, publish, display, edit, modify, create derivative works from, and otherwise use your Posting for any purpose, in any form, and on any media without consideration. By submitting communications or content to the public areas, You agree that such Posting is non-confidential for all purposes.

You also agree that:

- You will maintain the security of all user identification, password and other confidential information relating to the use of your account.
- You will not copy, modify, or display or download SEORMC's name, trademarks, or logo or any text, copyrighted works, graphic images, or other proprietary content from SEORMC.org

- You will not upload or transmit any communications or content of any type that infringes upon or violates any rights of any party.
- You will not redeliver any of the pages, text, images, or other content of this Site using “linking,” “deep linking,” or “framing” technology.
- You will not create a link from a website to any page of SEORMC.org unless the user or the operator of the other website has executed SEORMC’s then-standard agreement for the granting of permission to establish such a link.
- You will not include any SEORMC mark, the name of any of SEORMC personnel, or any variation of any of the foregoing as a meta tag, hidden textual element, or any other indicator that may create a false or misleading impression of affiliation, sponsorship, or endorsement between any user and/or website and SEORMC.
- You will not use devices (including software) that are designed to provide repeated automated access to SEORMC.org other than those made generally available by us or probe, scan, or test the vulnerability of any system or network related in any way to SEORMC.org.
- You will not use SEORMC.org or its Services for any purpose in violation of local, state, federal or international laws.
- You will not use SEORMC.org or its Services as a means to distribute advertising or other unsolicited material to any third party.
- You will not post material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by us in our sole discretion.
- You will not impersonate another person or create any false account information or health record for yourself or any other person.
- You will not post advertisements or solicitations of business.
- You will not post chain letters or pyramid schemes.
- You will not allow any other person or entity to use your identification for posting or viewing comments.
- You will not post the same note more than once or post “spam” or use SEORMC.org to create any nuisance.
- You will not hold Us or any of our affiliates, successors, assigns or licensees, together with any of their Services related to or provided by SEORMC.org liable for any damages resulting from the use or inability to use the Services.
- You will not submit any media that contains Your personally identifiable information (such as Your name, phone number, email address or website URL) or that of anyone else except as otherwise requested by Us or as otherwise permitted in accordance with this Agreement.
- You will not upload any media on SEORMC.org without the express, written permission from all persons appearing in your media for You to upload such media and grant the rights described herein.
- You will not upload media of any kind that contain expressions of hate, abuse, offensive images of conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions.
- You will not upload any media that contains software viruses or any other computer code, files or programs designated to interrupt, destroy or limit the functionality of any computer software or SEORMC.org.
- You agree to comply with all user responsibilities and obligations as stated in these Terms and Conditions.

SEORMC reserves the right, but is not obligated, to: remove communications that are abusive, illegal or disruptive, or that otherwise fail to conform to these Terms and Conditions; terminate Your access to SEORMC.org or any feature on SEORMC.org upon any breach of these Terms and Conditions; and edit or delete any communications posted on SEORMC.org, regardless of whether such communications

violate these standards.

By uploading any media to a public area of SEORMC.org, including, but not limited to, a photo or video, (a) You grant SEORMC a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media in any format now existing or created in the future; (b) You certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes SEORMC to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media in any format now existing or created in the future.

While we welcome Your feedback on SEORMC.org, We must make the final decisions about the content that is posted on SEORMC.org to make sure it conforms to our objectives and to the objectives We identify for our users. If You are dissatisfied with SEORMC.org, Your only remedy is to stop using SEORMC.org. We follow a standard set of editorial procedures for information that We put on the SEORMC.org.

When deciding to take advice on SEORMC.org and/or hire any professional based on information on SEORMC.org, You should do your own independent research as to the accuracy of the credentials expressed in the content, provided in the professional's public profile, or existing as part of any other material found on SEORMC.org or the Services.

INDEMNITY

You agree that You are solely responsible for anything You post on SEORMC.org and that You will defend, indemnify, and hold SEORMC, its officers, directors, affiliates, employees, agents, licensors, and suppliers, harmless from and against any claims, actions, demands, liabilities, and settlements including, without limitation, actual legal and accounting fees resulting from, or alleged to result from, your violation of these Terms and Conditions or any claims based upon your Postings on SEORMC.org or use of the Services.

USER ACCOUNT, PASSWORD, AND SECURITY

You will establish a user name and password (collectively "Access Code") upon completing the registration process. You are responsible for maintaining the confidentiality of the Access Code and are fully responsible for all activities that occur under your Access Code. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Access Code. It is your sole responsibility to control the dissemination of your Access Code, to authorize, monitor, and control access to and use of Your Records (as defined below), account, and Access Code, and to promptly inform SEORMC of any need to deactivate or reset an Access Code. Please call 740.435.2100 or email healthportal@seormc.org and notify SEORMC of such deactivation.

You agree to (a) immediately notify SEORMC of any unauthorized use of Your Access Code, password, or account information or any other breach of security; and, (b) ensure that You exit from your account at the end of each session. SEORMC shall not be liable for any loss or damage arising from your failure to comply with these Terms and Conditions.

MEDICAL RECORDS STORAGE

You will have the opportunity to view, download and or transmit, Your healthcare records and information, including copies of documents, records, images, and information submitted by You ("Your Records"). SEORMC will electronically store and maintain Your Records in a database maintained by or on behalf of SEORMC. This Service is referred to as the "E-Health Records Storage Service." Electronic storage of Your Records allows the immediate viewing of Your Records by You, Your authorized health care providers, and any other individuals to whom You grant access to Your Records.

You are responsible for uploading Your Records to SEORMC.org. and for maintaining copies of Your Records at an alternate site. SEORMC will not be responsible for loss of Your Records or for returning any original or other documents comprising Your Records provided to SEORMC. To the extent permitted by law, any documents or images You submit or cause to be submitted on Your behalf to SEORMC shall become our property and will not be returned to You. We assume no responsibility for the quality of X-rays or other personal medical images archived on SEORMC.org or for medical decisions which are based on Your Records, including any images or reports. The documents You submit or cause to be submitted to us may be destroyed at our discretion.

You hereby grant SEORMC, our employees, officers, directors, agents, and contractors, and all other persons or entities involved in the operation of SEORMC.org, the right to access, transmit, receive, monitor, retrieve, store, maintain, and use Your Records and any other information You provide in connection with the establishment and maintenance of your SEORMC account to provide the Services and operate SEORMC.org, including but not limited to, converting documents received on your behalf to an electronic format and maintaining your account.

DISCLOSURE OF PROTECTED HEALTH INFORMATION

You may request at any time, while your subscription is in good standing, that Your Records be downloaded to a CD-ROM or other digital storage device, for delivery to You or any other person You direct for an additional fee.

SEORMC shall not be obligated to retain, maintain, deliver or allow access to Your Records upon the termination of your subscription. Accordingly, if You terminate or fail to renew your subscription with SEORMC, your right to access Your Records will terminate. We will not disclose, transfer, and/or cause to be disclosed or transferred to a third party any of Your Records without your prior written consent or authorization, or as otherwise required by law.

You are solely responsible for your utilization of SEORMC.org, including without limitation the right to transmit, monitor, retrieve, store and use your information in connection with the operation of the E-Health Records Storage Service. Any information You submit to SEORMC will be transmitted by SEORMC using encryption technology. However, SEORMC cannot and will not guarantee that: (a) the information, during its transmission, will be protected against loss, misuse or alteration by third parties; or, (b) access to your account and any information or data You submit to SEORMC will be uninterrupted; or, (c) any encryption technology used by SEORMC will not be breached.

MONITORING OF SEORMC.ORG

We reserve the right to monitor any and all use of SEORMC.org. We are under no obligation to do so and assume no responsibility or liability arising from our doing so or omission to do so. We may monitor your use of this SEORMC.org to evaluate the quality of service You receive, your compliance with these Terms

and Conditions, the security of this this SEORMC.org, or for other lawful reasons. You agree that You will not be entitled to any cause of action or other right with respect to SEORMC concerning such monitoring activities.

U.S. GOVERNMENT END USES

If You are affiliated with the U.S. government, then you should know that the software and documentation available on SEORMC .org are “commercial items”, as that term is defined in 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation”, as such terms are used in 48 C.F.R. § 12.212 . Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7201 through 227.7202, all U.S. government end users utilize the software and documentation within SEORMC .org with only those rights set forth herein.

GOVERNING LAW AND VENUE

This Agreement is entered into between You and SEORMC in the State of Ohio, and is performed within the State of Ohio and governed by and shall be construed in all respects under the laws of the State of Ohio, exclusive of its choice of law or conflict of laws provisions. In any claim or action by You directly or indirectly arising under this Agreement or related to the Services, You irrevocably agree to submit to the exclusive personal jurisdiction of the state and federal courts located in and for Ohio. You waive any jurisdictional, venue or inconvenient forum objections to such court.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between You and SEORMC relating to the access and use of SEORMC .org and any of its Services. This Agreement may not be modified, in whole or in part, except as described elsewhere in this Agreement. Anything contained on SEORMC .org or its Services inconsistent with or conflicting with the terms of this Agreement is superseded by the terms of this Agreement.

RIGHTS, REMEDY, AND TERMINATION OF SERVICES

SEORMC may, in its sole discretion, terminate your access to the Services, or any portion thereof, or discontinue providing SEORMC.org, or any portion thereof. SEORMC may notify You that You have breached the Agreement and your account is being terminated. These actions are in addition to and not in lieu or limitation of any other right or remedy SEORMC may have available at law. Further, SEORMC shall not be liable to You or any third party for any such termination or discontinuance.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SEORMC SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR INJURY, ILLNESS, DISABILITY, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SEORMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE SEORMC.ORG OR THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS UNDERTAKEN. UNDER NO CIRCUMSTANCE SHALL WE BE LIABLE FOR ANY AMOUNT THAT EXCEEDS THE TOTAL AMOUNT OF FEES PREVIOUSLY PAID BY YOU TO SEORMC

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

COLLECTION OF PERSONAL INFORMATION AND CONFIDENTIALITY

We collect personal information that You choose to share with us when You register with SEORMC.org. This information may include your e-mail address, your health interests and your answers to questions about your health status. We use this information to tailor our Services to You and this information is saved to our database, enabling You to use the personalized features of SEORMC.org on a recurring basis. This saved information is collected only with your permission and may be updated or deleted by You at any time. If You choose to not provide the information required for registration, You may not register with SEORMC.org and You will not be able to personalize SEORMC.org

HEADINGS

The headings to the sections this Agreement shall not affect the construction or interpretation of this Agreement.

ASSIGNMENT

You agree that these Terms and Conditions and all incorporated agreements between SEORMC and You may be assigned by SEORMC, in its sole discretion.

WAIVER AND SEVERABILITY OF TERMS

The failure of SEORMC to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any of the provisions of this Agreement are held to be unenforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be limited or eliminated to the minimum extent necessary and this Agreement shall otherwise remain in full force and effect.

NO RIGHT OF SURVIVORSHIP AND NON-TRANSFERABILITY

You agree that your SEORMC account is non-transferable by You and any rights to your Access Code or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

PROPRIETARY RIGHTS

You acknowledge and agree that SEORMC.org and any necessary software used in connection with SEORMC.org ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Title to SEORMC.org and the Software remains with SEORMC or the respective owner, and all rights not expressly granted herein are reserved to SEORMC. You further acknowledge and agree that any content contained in sponsor advertisements or information presented to You through SEORMC.org is protected by copyrights, trademarks, service marks, patents or other intellectual property rights and laws and that all computer systems, procedures, and databases created, operated, maintained or accessed by SEORMC in connection with the SEORMC.org contain proprietary and confidential information of substantial economic value to SEORMC. This information includes

operations, systems, products, business relationships, marketing approaches, software, hardware, codes, trade secrets, information technology, information systems, plans and projections, as well as concepts and ideas. Any unauthorized use, misuse, or disclosure of such information is strictly prohibited and may result in civil liabilities and criminal penalties under applicable law.

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SEORMC makes no claim that the content on SEORMC.org may be viewed legally outside of the United States of America. Access to SEORMC .org may not be legal in certain countries. If you access SEORMC.org from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or imported into the country from which You are accessing SEORMC.org

COMPLETE AGREEMENT

These Terms and Conditions, the Privacy Policy, the Membership Agreement, and all associated and incorporated agreements (collectively the “Agreements”) which together set forth the relationship between You and SEORMC are intended to be read concurrently. The Agreements constitute the entire agreement between You and SEORMC with respect to the use of SEORMC.org and its Services.

AMENDMENT

SEORMC may modify, amend, and/or alter this Agreement at any time and from time to time with or without notice.

YOU AND SEORMC

Electronic acceptance via SEORMC.org, facsimile signatures, and electronic signatures will have the same legal effect as original signatures and are binding on the parties. If this Agreement is accepted electronically, or if You choose to use SEORMC.org or the Services, you have agreed to be bound by all of the terms and conditions of this Agreement. Your relationship with SEORMC is one of independent parties to a contractual relationship and should not be construed to create a joint venture, partnership, or other affiliation.

CONTACT US

If you have any questions or concerns you may email our Customer Service department at webmaster@seormc.org We will attempt to respond to your questions or concerns promptly.