

ESKENAZI HEALTH WEBSITE TERMS OF USE

BY USING THIS WEBSITE, YOU AGREE TO THESE TERMS of Use ("Terms"). THESE TERMS ARE A LEGAL AGREEMENT. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.

IF YOU ARE NOT ABLE OR WILLING TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE WEBSITE.

Before You ("You" or "Your") review Eskenazi Health's ("we," "us," or "our") our Terms of Use, please note the following:

- These Terms of Use ("Terms") are intended for general informational use only. INFORMATION ON THIS WEBSITE IS NOT INTENDED FOR USE IN AN EMERGENCY. If You have symptom(s) or believe Your situation is urgent or life-threatening, call 911 or go to Your local emergency room immediately.
- These Terms apply to all Eskenazi Health websites, including www.EskenaziHealth.edu, mobile apps, and any other Eskenazi Health operated website, app, or social media pages (referred together as the "Sites").
- These Terms explain what we do with Your information; it is not related to how we provide care. By using our Sites, You are not necessarily creating a treatment relationship, and we are not providing You with medical advice.
- These Terms are different from our [Notice of Privacy Practices](#), which covers how we use and disclose Your protected health information or the [Eskenazi Health Website and Digital Services Privacy Notice](#), which covers how we use or disclose your information collected on our Sites.
- By using our Sites, You accept these Terms in full. If You do not agree, You may not access or use our Sites.

TERMS OF USE

Purpose

Our Sites provide general information about our healthcare services, facilities, providers, and programs. It is for educational and informational use only and does not replace communication with or the provision of professional medical care. Our Sites are not comprehensive and do not cover all diseases, ailments, physical conditions, or their treatment.

Changes to our Terms

We may change these Terms at any time without notice, and any such changes shall take effect immediately upon posting. We may also change the way our Sites look, or the information or features on the Sites, at any time. We may also change or remove content on the Sites at any time. You agree to check back regularly to be aware of such changes and Your continued use of our Sites shall be deemed Your conclusive acceptance of any changes to the Terms.

User Conduct

A. Your Account Registration

1. In order to access and use certain functions of our Sites (for example MyChart), you may be required to set up a user account ("Your Account").
2. In setting up and maintaining Your Account, you agree to provide accurate information regarding your identity, your contact information, and any other information requested by Eskenazi Health related to the Site. You acknowledge that the personal information you provide will be collected, used, and shared in accordance with our Notice of Privacy Practices and the applicable terms and conditions of the Site.

3. You will set your own password for accessing the Site and shall be solely and strictly liable for everything that occurs through the use of Your Account. You are responsible for maintaining the confidentiality of your password and agree to accept responsibility for all activities that occur under Your Account or password.
4. You agree to immediately notify Eskenazi Health of any unauthorized use of your password or Your Account, or any other breach of security of which you become aware.

B. Site Use Conduct

You agree to use our Sites only for lawful purposes and in a way that does not interfere with the rights of others. You must not:

1. Attempt to breach the security or integrity of our Sites or its infrastructure;
2. Submit false or misleading information;
3. Use the website to engage in any illegal, harmful, or fraudulent activity.
4. You may not use any information or documents on our Sites for commercial purposes.

Some examples of behavior that is not permitted are:

- Transmitting any viruses or other harmful, disruptive or destructive files on or through the Sites;
- Using another person's Account, service or system without authorization from Us, or sharing Your Account Information with someone else;
- Transmitting spam, chain letters, junk mail or any other type of unsolicited mass email through the Sites;
- "Hacking" or trying to obtain unauthorized access to the Sites; and
- Using our Sites for illegal or harmful purposes.

Eskenazi Health reserves the right, in its sole discretion, to terminate your access to any or all Sites and the related services or any portion thereof without notice at any time for any reason, including but not limited to if Eskenazi Health believes the information you provide is not correct, current or complete.

C. Copyright and Use

1. All content included on our Sites are the property of Eskenazi Health or its content suppliers and is protected by United States and international copyright laws.
2. Except where Your use constitutes "fair use" under copyright law, You may not use, print or distribute any information, in whole or in part, from our Sites without the express authorization of Eskenazi Health.

D. Internet Communications

1. You expressly acknowledge and agree that transmitting information on the Internet is not completely secure. There are inherent privacy and security risks, and the Internet cannot be absolutely protected against intentional or malicious intrusion attempts.
2. Eskenazi Health does not control the Internet and DOES NOT WARRANT ANY SAFEGUARD AGAINST ANY such interceptions or compromises to your information.

E. Third Party Content and Links

1. Our Sites may contain information provided by third parties, such as advertisements or postings. Sites may also contain hyperlinks that take You outside of the Site or link to external articles and videos and other linked sites (collectively, "Linked Sites").
2. Linked Sites are not under our control. We are not responsible in any way for the Linked Sites. Your use of such Linked Sites and Your associated rights and obligations are governed by the separate terms of use and privacy policies, if any, of those Linked Sites.
3. We provide third party content and hyperlinks to Linked Sites to You only as a convenience. We are not endorsing or recommending the third party content, the Linked Sites, the quality or accuracy of the content, or any products and services offered by the third parties, and no association with any third

parties should be assumed. You agree that we have made no representations or warranties regarding such third party content and Linked Sites and further agree that neither we shall have any liability to You whatsoever for or relating to any third party material, data, information and/or Linked Sites. YOUR USE OF THIRD PARTY CONTENT AND LINKED SITES IS VOLUNTARY AND AT YOUR OWN RISK.

Disclaimer of Warranties and Limitation of Liability

- A. OUR SITES ARE PROVIDED “AS-IS” AND ON AN “AS AVAILABLE” BASIS. FURTHER, THE SITES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, SERVICES, OR UNINTERRUPTED ACCESS. SPECIFICALLY, ESKENAZI HEALTH DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO: (1) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES; AND, (2) ANY WARRANTIES OF TITLE, OF NON-INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE. THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ESKENAZI HEALTH’S RECORDS OR INFORMATION, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.
- B. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK AND ESKENAZI HEALTH WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE.

Indemnification

- A. You expressly agree to indemnify and hold us, the Health and Hospital of Marion County, its divisions (which includes Eskenazi Health), directors, agents, and employees, harmless from any claim or demand, including reasonable attorney’s fees, made by any third party due to or arising out of your use of our Sites, breach of these Terms, or your violation of any law or the rights of any third party.
- B. Eskenazi Health’s liability shall be limited by applicable statutes designed to protect and limit the exposure of Eskenazi Health, including, without limitation, the Indiana Tort Claims Act and the Indiana Medical Malpractice Act, the continued ability to defeat a claim by reason of contributory negligence for fault of the claimant, and exemption from punitive damages.

Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Indiana. You agree that any legal action or proceeding between Eskenazi Health and you for any purpose concerning these Terms or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in Marion County, Indiana.