

# WellSpan Online Urgent Care Website Terms of Use

***Last Updated: Sept. 2017***

Welcome to the WellSpan Online Urgent Care website! WellSpan Health (“**COMPANY**” or “**we**”) provides this website (“**Website**”) to you in order to provide you access to certain telemedicine services and consultations (“**Services**”) provided by COMPANY Physicians (each a “**Provider**”).

Your access to this Website is subject to your agreement with all these Terms of Use as set forth below (including our [Privacy Policy](#)). These Terms of Use together with our [Privacy Policy](#) constitute the agreement between you and COMPANY regarding use of this Website (“**Agreement**”).

Should you choose to register to access the non-public portions of this Website (“**Portal**”) in order to make a Service request, your use of this Website is also subject to the Patient Registration Agreement (“**Registration Agreement**”) that you agree to during the registration and enrollment process, which is also part of your Agreement with COMPANY. All references to “Website” in these Terms of Use expressly include and apply to the Portal.

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS BELOW. PLEASE PRINT A COPY OF THESE TERMS OF USE FOR YOUR REFERENCE.**

## **Modifications to this Agreement**

COMPANY MAY REVISE THESE TERMS OF USE AT ANY TIME. SHOULD WE MAKE ANY REVISIONS, COMPANY WILL NOTIFY YOU AND ALL USERS BY POSTING A NOTICE REGARDING THE REVISIONS ON THIS WEBSITE. REVISIONS WILL BE EFFECTIVE AS OF THEIR POSTING UNLESS OTHERWISE STATED. BY ACCESSING OR USING THIS WEBSITE AFTER SUCH REVISIONS ARE POSTED, YOU AGREE AND CONSENT TO ALL SUCH REVISIONS.

## **No Medical Advice**

**COMPANY DOES NOT PROVIDE MEDICAL ADVICE. THE CONTENT MADE AVAILABLE TO YOU ON THIS WEBSITE IS TO BE USED FOR INFORMATIONAL PURPOSES ONLY TO PROVIDE YOU INFORMATION ON AND ACCESS TO THE SERVICES.**

**COMPANY USES COMMERCIALY REASONABLE EFFORTS TO ENSURE THE ACCURACY OF THE CONTENT, BUT COMPANY DOES NOT GUARANTEE THE SEQUENCE, ACCURACY, OR COMPLETENESS OF THE CONTENT AND SHALL NOT BE LIABLE IN ANY WAY TO YOU, OR ANYONE ELSE TO WHOM THE CONTENT MAY BE FURNISHED, FOR ANY DELAYS, INACCURACIES, UNAVAILABILITY, ERRORS OR OMISSIONS IN THE CONTENT. SUCH CONTENT IS RELIED UPON AT YOUR OWN RISK AND SOLE DISCRETION.**

## **Website Content and Access**

COMPANY reserves the right without prior notice to discontinue any Website features, functions or content available on this Website at any time without incurring any obligations to you or any other party. Statistics provided on this Website are based upon patient and physician reporting and survey responses. Individual results from use of the Website or Services may vary.

## **Ownership**

Copyright ©2017. WellSpan Health. All rights reserved.

The content on this Website, including without limitation the text, graphics, logos, button icons, images, video and audio clips, digital downloads, data compilations and software, is owned or licensed by COMPANY, the Providers or their respective affiliates or vendors and is protected under applicable United States and international patent, copyright, trademark and other intellectual property laws. The compilation of all content on this Website, as well as the original arrangement, organization, design, formatting, trade dress, look and feel of the Website is also the exclusive property of COMPANY, the Providers or their respective affiliates or vendors and is also protected by United States and international intellectual property laws. This Website may contain various third-party names and marks that are the property of their respective owners.

Any unauthorized use of our marks or of our copyrighted material or trade dress or any other intellectual property is strictly prohibited and may be prosecuted to the fullest extent that the law provides.

## **Submissions**

Should you send COMPANY any postings, feedback or data about our Website or use of our Website, such as ideas, comments, and suggestions or questions, such information will not be given confidential treatment. COMPANY will not have any obligation of any kind to you with respect to any postings, feedback or data that you submit. Your submission of such postings, feedback and data affects an assignment to COMPANY of such material (along with any underlying or related ideas, concepts, techniques and know-how) and you agree to assign and hereby assign all such postings, feedback and data to COMPANY without charge. As the sole and exclusive owner of such postings, feedback and data, COMPANY will be free to reproduce, copy, use, disclose and distribute the information to others including without limitation incorporating your postings, feedback or data (and any underlying or related ideas, concepts, techniques and know-how) into any COMPANY product or service or this Website without compensation to you of any kind.

Any submissions through the Website in connection with the Services pursuant to the Registration Agreement will be maintained as confidential as required by law and COMPANY's obligations to the Providers.

## **License to Access**

You may view, copy, print and use content contained on this Website solely for your own personal or internal use, provided that: (1) it is used for informational and non-commercial purposes only; (2) no text, graphics or other content available from this Website is modified or framed in any way; and (3) no graphics available from this Website are used, copied or distributed separate from accompanying text. The use of any content for commercial purposes is expressly prohibited. Nothing in this Agreement is intended to, or may be construed as, conferring by implication, estoppel or otherwise any license or other grant of right to use any patent, copyright, trademark, service mark or other intellectual property of COMPANY or any third party, except as expressly provided in this section.

You may not access, use or copy any portion of the Website through the use of indexing agents, spiders, scrapers, bots, web crawlers or other automated devices or mechanisms. You agree not to remove or modify any trademark legend or copyright notice, author attribution, or other notice placed on or contained within any of the Content.

You may not use, copy, modify, duplicate, distribute, translate, reproduce, republish, disassemble, reverse engineer, decompile, mirror, frame, hyperlink or transmit any of the content or materials of this Website or rent or sell use of or access to (such as on a time share or service bureau basis) this Website, or any of the content or materials on this Website. You may not permit third parties to access this Website or use any Website content and may not make any other use of the Website or any Website content except as set forth in this Agreement, unless otherwise expressly agreed to in writing by COMPANY. You may not harvest or collect information about others, including e-mail addresses. Any conduct by you that, in our discretion, restricts or inhibits any other person from using or enjoying the Website will not be permitted.

You understand and agree that COMPANY may terminate or otherwise deny your access to the Website without notice in the event COMPANY believes in its sole discretion that (i) you have violated a provision of this Agreement or your Registration Agreement, (ii) you have used or misused the Website in a manner that COMPANY has determined is unlawful, unethical or otherwise inappropriate, or (iii) such action is reasonably necessary to protect a third party or COMPANY or if such action is otherwise required by law.

You acknowledge and agree (1) that your use of this Website is at your own discretion and risk, (2) that use of any material, information or data downloaded or otherwise obtained through the use of this Website is at your own discretion and risk, and (3) that you are solely responsible for any damage to your computer system for loss of data that results from the download of such material, information or data, and for any other form of damage that may be incurred.

### **Third Party Websites**

This Website may contain links to, or be accessed through links on, websites managed and operated by or on behalf of third party entities. These third parties are separate and independent entities and are not agents of COMPANY. COMPANY does not have control over such third party websites or the content of such websites. As a result, COMPANY does not have responsibility for the information, misinformation, errors, availability, operation or performance of any such third party website to which this Website may link or from which this Website may be accessed.

### **No Endorsements**

Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, company name or otherwise does not constitute or imply the endorsement or recommendation of such by COMPANY. Any views expressed by third parties on this Website are solely the views of such third party and COMPANY assumes no responsibility for the accuracy or veracity of any statement made by such third party.

### **Warranty Disclaimer**

THIS WEBSITE AND ALL INFORMATION, SERVICES AND RELATED MATERIALS IT CONTAINS ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." COMPANY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER

REGARDING THE COMPLETENESS, ACCURACY, CURRENCY, OR ADEQUACY OF, OR THE SUITABILITY, FUNCTIONALITY, AVAILABILITY, OR OPERATION OF THIS WEBSITE OR THE INFORMATION OR MATERIALS IT CONTAINS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, COMPANY, THE PROVIDERS AND THEIR RESPECTIVE AFFILIATES AND VENDORS, SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS WEBSITE AND THE INFORMATION AND MATERIALS CONTAINED ON THIS WEBSITE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE.

USE OF THE INTERNET IS INHERENTLY UNRELIABLE. AS A RESULT, NEITHER COMPANY NOR THE PROVIDERS WARRANT THAT THE WEBSITE OR YOUR ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE WEBSITE WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER COMPANY NOR THE PROVIDERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

WHILE COMPANY TAKES COMMERCIALY REASONABLE EFFORTS TO PROTECT THE PRIVACY AND CONFIDENTIALITY OF YOUR INFORMATION AND TRANSACTIONS, COMPANY CANNOT ENSURE ANY INTERNET TRANSACTION IS COMPLETELY SECURE. COMPANY AND ITS VENDORS USE INDUSTRY STANDARD TECHNOLOGY TO HELP PROTECT AGAINST THE LOSS, MISUSE AND ALTERATION OF THE INFORMATION UNDER COMPANY'S CONTROL; HOWEVER, COMPANY DOES NOT GUARANTEE THAT SUCH LOSS, MISUSE OR ALTERATION WILL NOT OCCUR.

YOU UNDERSTAND THAT USE OF THE INTERNET AND THIS WEBSITE IS AT YOUR OWN RISK. NEITHER COMPANY, THE PROVIDERS, NOR THEIR RESPECTIVE VENDORS, AFFILIATES OR SUPPLIERS IS RESPONSIBLE FOR ANY VIRUS OR DAMAGE TO YOUR COMPUTER, COMPUTER SOFTWARE, OR ANY LOSS OF DATA THAT MAY RESULT FROM USE OF THE WEBSITE OR ACCESS TO ANY SERVICES.

This Website may be unavailable from time to time due to mechanical, telecommunication, software, and third-party vendor failures. COMPANY cannot predict or control when such downtime may occur and cannot control the duration of such downtime. As a result, COMPANY cannot and does not have any liability for such failures.

Reasonable efforts are taken to ensure the accuracy and integrity of information and related materials provided by COMPANY on this Website, but COMPANY is not responsible for misprints, out-of-date information, technical or pricing inaccuracies, typographical or other errors. Information and related materials are subject to change without notice.

No advice or information from COMPANY or the Providers in any manner will create any warranty as to this Website or any product, service or material available through this Website. If for any reason you are not satisfied with this Website or its content, your sole remedy is to cease using this Website or such content, even if such remedy should fail of its essential purpose.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

## **LIMITATION OF LIABILITY**

IN NO EVENT WILL COMPANY, THE PROVIDERS, OR ANY OF THEIR RESPECTIVE VENDORS, AFFILIATES, OFFICERS, MEMBERS, REPRESENTATIVES, SUPPLIERS, DIRECTORS, EMPLOYEES, CONSULTANTS, OWNERS, OR AGENTS BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOSS OF USE, DATA, INFORMATION, PROFITS, BUSINESS, REVENUE, EXPECTED SAVINGS OR BUSINESS INTERRUPTION, OR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR OTHERWISE RELATED TO THIS WEBSITE OR YOUR USE OF THIS WEBSITE, WHETHER SUCH DAMAGES ARE BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE. YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF SUCH DAMAGE IS TO DISCONTINUE YOUR ACCESS TO AND USE OF THIS WEBSITE. NOTWITHSTANDING THE FOREGOING, IN ANY EVENT, THE AGGREGATE LIABILITY OF COMPANY, THE PROVIDERS AND THEIR AFFILIATES AND VENDORS FOR ANY REASON SHALL NOT EXCEED \$100.00 US, EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

## **Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, THE PROVIDERS, AND THEIR RESPECTIVE VENDORS, AFFILIATES AND THEIR OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, CONSULTANTS, AND AGENTS FROM AND AGAINST ANY CLAIMS, ALLEGATIONS, DAMAGES, LOSSES, LIABILITIES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) THAT SUCH PARTY MAY SUFFER OR INCUR AS A RESULT OF (I) YOUR USE OR MISUSE OF THE WEBSITE, (II) YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF COMPANY, OR ANY OTHER PERSON OR ENTITY, (III) YOUR VIOLATION OF ANY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ANY PRIVACY OR DATA SECURITY LAW OR REGULATION, OR (IV) YOUR VIOLATION OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, COMPANY RESERVES THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM, SUBJECT TO YOUR INDEMNIFICATION OBLIGATION.

## **Disputes and Interpretation**

This Agreement is governed by and interpreted under the laws of the State of Texas and the federal laws of the United States, without regard to conflicts of laws principles. This Agreement and access to the Website will be deemed to have been performed and occurred in the State of Texas and the courts of that State will have exclusive jurisdiction to entertain any action arising under this Agreement. You hereby irrevocably submit to the exclusive jurisdiction and venue of the Court of Common Pleas, York County, Pennsylvania and waive any objections as to personal jurisdiction, venue and forum nonconveniens.

In the event of any dispute, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs. Any cause of action or claim with respect to this Website must be commenced within one (1) year after the action or claim arises.

Any claim, dispute, or controversy arising from or relating to the Website or this Agreement will be resolved by neutral binding arbitration administered by the National Arbitration Forum ("NAF") under the Code of Procedure ("Code") of the NAF in effect at the time the claim is filed. Any such arbitration will take place in Dallas County, Texas. Any arbitration proceeding may not be consolidated or joined with any other proceeding and will not proceed as a class action. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING INVOLVING MULTIPLE CLAIMANTS, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH INDIVIDUAL ARBITRATION. The decision of the arbitrator will be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and

will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1–16. Judgment upon the award may be entered in any court having jurisdiction.

Notwithstanding the foregoing, COMPANY may seek injunctive or equitable relief through a court of competent jurisdiction in the event of any misuse of its intellectual property or any misuse of its Website or systems, without the posting of a bond, proof of damages or other similar requirement.

Certain provisions, by their nature or as explicitly stated, will survive any termination or expiration of this Agreement. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition will be severable and shall not affect the validity and enforceability of any remaining condition.

This Agreement, along with our [Privacy Policy](#), are the sole terms governing your use and access of this Website and supersedes all other agreements regarding use of the Website. Our electronically or otherwise properly stored copy of this Agreement will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of this Agreement in connection with any action or proceeding arising out of or relating to this Agreement. Any waiver of any portion of this Agreement will be effective only if in writing and signed by COMPANY.

#### Contact Us

If you have any questions about this Agreement, please contact us at: 1-855-549-2196

©2017 WellSpan Health  
All rights reserved