

Website Terms & Privacy

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Accessing the website means you agree to these terms.

These Website Terms ("Terms") are made up of the Terms of Use, Intellectual Property Policy, Privacy Policy, and Electronic Communications Policy and are a legal agreement between you, the end-user of the Website, and Mercy, acting on behalf of its subsidiaries, affiliates, and licensors, ("Mercy"). These Terms govern your use and access to the Mercy Website, or "Website," which includes all websites and pages located at this root domain: <https://www.mercy.net/>. Please read these Terms carefully.

By your access or use of the Website, you agree to these Terms of Use, Intellectual Property Policy, Privacy Policy, and Electronic Communications Policy. If you do not agree with the terms of these policies, do not access or use the Website. You might also be required to acknowledge your consent to these Terms of Use or other third party terms of use if you navigate to certain pages of our Website, or to complete some transactions.

- **Terms of Use** – The Terms of Use tell you what rules apply to your use of the Website.
- **Intellectual Property Policy** – The Intellectual Property Policy tells you how you can use any material that is protected by intellectual property law, including this Website, as well as how Mercy can use any intellectual property you give to Mercy.
- **Privacy Policy** - The Privacy Policy tells you how Mercy collects, uses, protects, shares, and controls information about you related to your interaction with the Website.
- **Electronic Communications Policy** – The Electronic Communications Policy gives you more details over how Mercy will communicate with you through certain electronic methods.

GENERAL TERMS OF USE

1. The Website is not a substitute for medical advice from your health care provider.

Unless expressly stated otherwise, nothing contained in or provided through the Website is intended to be used for medical diagnosis or treatment, nor as an endorsement by Mercy. Nothing on this Website should be used in place of the advice of your qualified healthcare provider. **YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN**

SEEKING MEDICAL ADVICE BECAUSE OF SOMETHING YOU READ, VIEWED, OR HEARD VIA THE WEBSITE. IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR HEALTH, PLEASE CONTACT YOUR HEALTHCARE PROVIDER.

The Website contains content that is provided under license from third parties, including, but not limited to the Symptom Checker. Such content is licensed and maintained exclusively by third parties. Mercy provides you with access to such content solely for your education and makes no representation or warranty regarding the accuracy of such content. You agree to hold Mercy and third party licensors of such content harmless from any claims or harm that may result from your access to this copyrighted material.

2. The Website is for your noncommercial, personal use.

Mercy makes the Website available for your lawful, noncommercial, personal use, limited to general information and educational purposes only and grants you a limited, revocable, nonexclusive license to access and use this Website for your personal use. You may not use the Website in a manner that impairs or harms the Website, Mercy, or other users of the Website. No part of this Website may be reproduced, or otherwise exploited for commercial purposes.

3. Disclaimer of Warranties and Limitation of Liability.

Mercy makes no representations or warranties about the suitability of any materials on the Website for any particular purpose. Mercy assumes no responsibility for any loss or harm that occurs resulting from your use of the Website. Your use of the Website is solely at your own risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you.

THIS SITE IS PROVIDED BY MERCY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MERCY DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED ON THE WEBSITE. MERCY DOES NOT WARRANT THAT THE WEBSITE IS SECURE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

THE INFORMATION CONTAINED ON THE WEBSITE IS NOT CONFIDENTIAL AND DOES NOT ESTABLISH A TREATMENT RELATIONSHIP.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL MERCY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, FEES, FINES, PENALTIES, LOSS OF REVENUE OR BUSINESS OR LIABILITIES THAT RESULT FROM THE USE OF, OR INABILITY TO USE THE WEBSITE AND/OR CONTENT OR INFORMATION PROVIDED ON OR THROUGH THE WEBSITE.

BY USING OR ACCESSING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE.

IF THE FOREGOING LIMITATIONS ARE DISALLOWED, IN ANY EVENT, THE TOTAL LIABILITY FOR MERCY SHALL BE \$5.00 USD.

4. Applicable Law and Jurisdiction.

You agree that the Terms and any dispute arising from or relating to the Terms shall be governed and construed in accordance with the laws of the State of Missouri, excluding conflict of laws rules, and that any action based on or alleging a breach of these provisions must be brought in a state or federal court located in the State of Missouri. In addition, you agree to submit to the personal jurisdiction and venue of such courts.

5. Additional Terms .

The Website is comprised of information, products and services provided by Mercy as well as information, products and services provide in conjunction with, or solely by, third parties. In addition the Website may contain links to other websites or access to applications. As a result, in order to access some information, products, services or websites you may be required to accept additional terms, or additional terms may be presented to or made available to you. The additional terms will supersede, modify, or supplement these Terms. To the extent that such information, product, service or website is provided by a third party, Mercy assumes no responsibility for such third party information, products or services and you acknowledge that Mercy is not responsible for the accuracy or other aspects such third party information, products or services. Examples of such additional terms include, but are not limited to terms appearing in association with:

- a. The Epic patient portal (MyMercy)
- b. iCIMS (Careers)
- c. 4aGoodCause (Mercy Foundation)
- d. Online Registration Center (Classes, Seminars)
- e. Self Care (Symptom Checker)

6. Copyright and Trademark Information

All software, content, and the compilation of all content, included on this Website is the property of Mercy or its licensors and is protected by copyright laws. The Mercy Health logo is a registered trademark of Mercy. The product and service names profiled herein are proprietary marks of Mercy. All other brands and names are the property of their respective owners.

7. We will comply with the Digital Millennium Copyright Act

If you have any copyright concerns about materials posted on the Website, you agree to let Mercy know. Pursuant to Title 17, United States Code, Section 512(C)(2), notifications of claimed copyright infringement should be sent to Mercy's Designated Agent. An effective notification contains the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All inquiries not compliant with the described procedure will not receive a response. For more information email legal@mercy.net (mailto:legal@mercy.net) and include "IP Policy" in the subject line of your email.

PRIVACY POLICY

We respect your privacy. This Privacy Policy explains how we collect and use your personal information on this Website. Please read it carefully.

This policy describes how Mercy collects and uses personal information through this Website. Personal information does not include protected health information (PHI). The Notice of Privacy Practices (</about/legal-notices/privacy>) describes how we use and disclose your PHI. Information regarding how you can access information contained in a designated record set may be found here (</patients-visitors/request-medical-records>).

What Information Do We Collect?

Mercy automatically collects certain information from your device when you visit the Website. This information includes information about:

- Your device, such as which operating system or browser your device uses
- The date and time you visited the Website
- Where your device is located
- Which pages on our website you have visited
- Which page(s) on the Internet you came from
- The times and dates you visit the Website

Mercy also collects information that you provide to us. You provide this information when you:

- Fill in forms on our Website

- Participate in, link or name Mercy in social media
- Use apps provided by us
- Register for an account, or respond to a survey.

Many of our services do not require any form of registration, which means you may visit the Website without telling us who you are. However, some services may require you to provide us with personal data. In these situations, if you choose to withhold any personal data requested by us, you may not be able to gain access to certain parts of the Website, or we may not be able to respond to your query.

What Do We Do With The Information?

We use or disclose the information to:

- Provide you with goods, services and access to information
- Make our Website operate better
- Operate our business
- Comply with law
- For information gathered through a research survey:
 - We use information for quality improvement purposes, including to improve information and services offered through the Website.
 - If you provide feedback, you may be individually contacted for follow-up due to concerns raised during the course of such evaluation.
 - Demographic information and web log data may be stored for future research and evaluation.

What about Cookies?

A “cookie” is a small set of computer data that allows us to maintain records of the activities of users visiting the Website. Cookies may be used to customize the delivery of content based on your usage patterns and interests. The cookies do not identify users by name or any other personal identifier. We uses cookies as follows:

Unregistered users may have cookies placed on their computers for use in customizing the delivery of content based on usage patterns and interests.

Registered users may have cookies placed on their computers to allow their experience on the Website to be customized and facilitated. For example, a class registration form may have the User’s name and address entered as a convenience to the User.

What about Other Information and Websites?

Mercy uses third party service providers, including but not limited to Google Analytics, Adobe Analytics, and cookies in order to improve our service, user experience, and to analyze how the website is used. Aside from your device's Internet Protocol address (IP address), which can disclose your general location, the information collected by Google Analytics and Adobe Analytics is anonymized traffic data including length of stay on the Website, browser information, and device information. The collected information is used to provide an overview of how people are accessing and using the Website. For

information about how Google Analytics uses data when you use partners' sites or apps see www.google.com/policies/privacy/partners (<https://policies.google.com/technologies/partner-sites>).

What About International Privacy Laws?

Mercy only offers services within the United States, and the Website is only intended to be used by users in the United States. If you are visiting the Website from outside the United States of America, your information will be transferred to, stored, and processed in the United States. By visiting the Website, you consent to the transfer of your information to the United States and the use and disclosure of your information as described in this Privacy Policy. Furthermore, you consent to the exclusive jurisdiction of the United States for purposes of any question of law or fact related to your use or access to the Website.

With Whom Do We Share Personal Information?

Our Service Providers. We may share your personal information with companies (including our affiliates) that perform services on our behalf, for example, companies that help process credit card payments. Our service providers are required by contract to protect the confidentiality of the personal information we share with them and to use it only to provide specific services on our behalf.

Government and Legal Disclosures. We may disclose the personal information we collect through the Website, when we, in good faith, believe disclosure is appropriate to comply with law (or a court order or subpoena); to prevent or investigate a possible crime, such as fraud or identity theft; to enforce the Terms or other agreements with you; or to protect the rights, property or safety of Mercy, our users, or others.

What About Third Party Sites or Applications?

In accessing our Website you may access portions which contain functions or content licensed by third parties. How such third parties collect, use and share personal information that they collect about you or that you provide to them is solely governed by such third party and any applicable license terms, terms of use or privacy policy. We are not responsible for the content or privacy practices of external internet sites or applications and recommend that you read the privacy policy of external sites and applications before disclosing any personal information.

Security

While we do our best to protect your personal information, we cannot guarantee the security of any information that you transmit to us and you are solely responsible for maintaining the secrecy of any passwords or other account information.

COPPA Compliance

The Website is not directed at children under the age of 13. We comply with the Children's Online Privacy Protection Act ("COPPA") and do not knowingly permit registration or submission of personally identifiable information by anyone under 13 years of age. If you believe information of a child under 13 has been submitted, please advise us in writing and we will delete it.

California Do Not Track Notice

Websites and web applications can track your movements on the Internet to better tailor suggestions for you based on your interests. However, some people do not want their browsing behavior to be tracked. As noted above, we do not track your movements on the Website over time or across third party websites to provide targeted advertising and therefore do not respond to Do Not Track (DNT) signals. However, some third party sites do keep track of your browsing activities. This allows those websites to tailor what they present to you. Your web browser allows you to set the DNT signal on your browser so that third parties (particularly advertisers) know you do not want to be tracked.

Under California Civil Code Section 1798.83, California residents have the right to request from a business any personal information that a business may have shared with a third party for direct marketing purposes. We do not share personal information with any third party for a third party's direct marketing purposes.

Newsletters, Emails and Texts to You

At registration and at various times as you use the Website, you will have the option of receiving regular newsletters, email or Short Message Service (SMS) texts (electronic communications) with personally identifiable informational (PII) or promotional newsletters (Promotional Materials). While we do not charge fees to receive text messages, message and Data Rates from your wireless carrier may apply. Any costs incurred as a result are your responsibility. Messages may come from Mercy directly and/or from third parties on our behalf.

You may elect to receive electronic communications through a variety of methods including, but not limited to express statements in which you provide your email address or mobile telephone number in order that we can contact you to communicate information such as test results or appointment reminders, or through general consents where you provide your contact information for general correspondence related to our ongoing relationship with you as a healthcare provider. By providing your mobile number, you agree to receive voice and electronic communications by voice and text and by providing your e-mail address you agree to receive e-mail and agree that the device(s) and account(s) that will receive the electronic communications are appropriately secured. If you wish to stop receiving text messages at any time you may do so by simply responding STOP to any text message from us. For additional assistance, email texthelp@mercy.net (mailto:texthelp@mercy.net).

ELECTRONIC COMMUNICATIONS POLICY

Newsletters, Emails and Texts to You

At registration and at various times as you use the Website, you will have the option of receiving regular newsletters, email or Short Message Service (SMS) texts (electronic communications) with personally identifiable informational (PII) or promotional newsletters (Promotional Materials). While we do not charge fees to receive text messages, message and Data Rates from your wireless carrier may apply. Any costs incurred as a result are your responsibility. Messages may come from Mercy directly and/or from third parties on our behalf.

You may elect to receive electronic communications through a variety of methods including, but not limited to express statements in which you provide your email address or mobile telephone number in order that we can contact you to communicate information such as test results or appointment reminders, or through general consents where you provide your contact information for general correspondence related to our ongoing relationship with you as a healthcare provider. By providing your mobile number, you agree to receive voice and electronic communications by voice and text and by providing your e-mail address you agree to receive e-mail and agree that the device(s) and account(s) that will receive the electronic communications are appropriately secured. If you wish to stop receiving text messages at any time you may do so by simply responding STOP to any text message from us. For additional assistance, email texthelp@mercy.net (mailto:texthelp@mercy.net).

SOCIAL MEDIA DISCLAIMER

Mercy reserves the right to moderate comments on its social media platforms and may remove any content including advertising, profanity or offensive posts, as well as any off-topic commentary.

