

## **TERMS AND CONDITIONS OF USE**

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. YOUR USE OF THIS WEBSITE SIGNIFIES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.**

Welcome to the ThedaCare Now website ("Website"). This Website is owned, hosted and maintained by ThedaCare, Inc. ("ThedaCare"). By using this Website, you agree to the following Terms and Conditions, which constitute an agreement between ThedaCare and you. ThedaCare may revise and update these Terms and Conditions at any time, without notice to you. Your continued usage of the Website will mean you accept those changes. You will be able to access a current version of these Terms and Conditions on the website at all times, so please check back frequently for changes.

If you do not accept these Terms and Conditions, do not continue to use or access this Website.

### **THIS SITE DOES NOT PROVIDE MEDICAL ADVICE**

The contents of this Website, such as text, graphics, images and other information ("Content") are for information purposes only. This Website is not a substitute for medical advice, diagnosis or treatment and this Website is not designed to, and does not, provide medical advice. **ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN ABOUT ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THIS WEBSITE.** Your personal physician is familiar with your condition and it is essential that you consult with him/her regarding your condition and the procedures that he/she recommends for you.

**IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. DO NOT USE THIS WEBSITE FOR MEDICAL EMERGENCIES.**

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### **RESTRICTIONS ON USE**

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## **HYPertext LINKS**

Some of the pages on this Website may provide hypertext links to other websites created by other organizations. One example is the hypertext link we provide to CDC website for H1N1 Information. We provide you such links as a free service. Because the linked websites are not under our control, we cannot guarantee the quality, accuracy, or timeliness of those sites, or that those sites are free from viruses, worms, trojan horses, malicious codes and other items of a destructive nature. Nor is our connection to those websites an endorsement or adoption of the views expressed or of the products and services sold on those websites. Other websites also have their own terms and conditions and privacy policies, which we recommend you review. Questions about the content of those websites should be directed to their owners or operators.

We usually permit other organizations to provide a simple hypertext link from their site to ours. However, you must first ask our permission if you intend to frame our Website or incorporate pieces of it into a different site or product in a way that could confuse our or your users. To request permission, please e-mail the Webmaster at [info@thedacare.org](mailto:info@thedacare.org). Please include in the message your name, address and telephone number, and a description of your site and the reason why you would like to establish a link to this Website.

## **LIABILITY OF THEDACARE**

The use of this Website and the Content is at your own risk.

ThedaCare assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with this Website.

This Website and the content are provided on an “as is” basis.

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Without limiting the foregoing, ThedaCare makes no representations or warranties regarding the following:

1. The suitability, accuracy, reliability, completeness, currentness, or timeliness of the Content, text, graphics, links or communications provided on or through the use of this Website.

2. The satisfaction of any government regulations requiring disclosure of information regarding prescription drug products that may be described in the Content.

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## **WEBSITE CONTENT REVIEW**

ThedaCare's goal is to provide high quality health information through the Content on its Website. Every effort has been made to provide accurate, timely, and comprehensive information that will be useful to its readers. However, we don't offer you any warranty or guarantee related to the Content of our Website; we specifically disclaim any warranties, expressed or implied. It is your responsibility to evaluate the information we provide and determine its accuracy, comprehensiveness, relevancy and usefulness.

ThedaCare uses original, stock, and purchased photography on the Website. The individuals portrayed in the images are models and are not intended to imply endorsement or any association with any illness or condition.

## **E-MAIL COMMUNICATIONS**

### **DISCLAIMER**

You have the option to communicate with ThedaCare by e-mail via the Website, as outlined below. The personal information you submit to ThedaCare via e-mail is governed by the Privacy Policy. To the extent there is an inconsistency between this Agreement and the Privacy Policy, this Agreement shall govern.

When you communicate with ThedaCare by e-mail, we will use reasonable means to protect the privacy of your information, including your health information. However, please keep in mind that whenever you give out personal information online, such

information is not always secure in transit. While ThedaCare strives to protect your privacy and secure your information, we cannot guarantee the security of information sent over the Internet, and you disclose such information at your own risk.

Additionally, ThedaCare will not be liable in the event that you or anyone else inappropriately uses, accesses or discloses your e-mail messages or inappropriately uses or accesses your e-mail account.

## RISKS AND YOUR RESPONSIBILITY

At the discretion of ThedaCare, its staff, physicians and agents, and upon your agreement to the terms and conditions in the “Terms and Conditions - Email Communications” section below, you may communicate with ThedaCare using e-mail messages. These e-mail messages may contain your personal information, including health information. If you decide to use e-mail to communicate with ThedaCare, you should be aware of the following risks and/or your responsibilities:

1. As the Internet is not secure or private, unauthorized people may be able to intercept, read and possibly modify e-mail messages sent by you to ThedaCare or by ThedaCare to you.

2. You must protect your e-mail account, password and computer against access by unauthorized people.

3. Since e-mail messages can be used to spread viruses, some which cause e-mail messages to be sent to people to whom you did not intend to send e-mail messages, you should install and maintain virus protection software on your PC.

4. Since e-mail messages can be copied, printed and forwarded by people who receive them, you should be careful when deciding to whom you send messages.

5. As your employer may claim ownership of, or the right to access, the e-mail account issued to you at work, you should avoid using an employer issued e-mail account to communicate with ThedaCare.

6. You should carefully consider the risk of using e-mail to communicate sensitive medical information, such as, but not limited to, information regarding sexually transmitted diseases, AIDS/HIV, mental health, developmental disability, or substance abuse.

7. You should carefully word your e-mail messages so the information provided clearly, yet briefly, describes the information you intend to convey.

## TERMS AND CONDITIONS – EMAIL COMMUNICATIONS

By communicating with ThedaCare by e-mail, you agree that:

1. ThedaCare may forward your e-mail messages for diagnosis, treatment, reimbursement, and other related reasons, as appropriate. As such, ThedaCare

staff members, other than the recipient, may have access to e-mail messages that you send. Access will be granted to staff members in order to provide services to you or in order to perform their job duties. Otherwise, ThedaCare will not forward your e-mail messages to any other persons without your prior written consent, except as authorized or required by law.

2. Although ThedaCare will try to read and promptly respond to your e-mail messages, ThedaCare is not obligated to do so and there will be times when ThedaCare may not be able to read your e-mail message immediately, and times when ThedaCare may not be able to read your e-mail at all. Therefore, you should not use e-mail to communicate with ThedaCare if there is an emergency or where you require an answer within a specific period of time. It is your responsibility to follow up directly with ThedaCare if you do not receive a response, and ThedaCare assumes no liability for failing to respond to your e-mail messages.

3. You are responsible for correcting any unclear or incorrect information in your e-mail message prior to sending it to ThedaCare.

4. If you are a patient of ThedaCare's, ThedaCare reserves the right to save your e-mail message and include your message, or information contained in your message, in your ThedaCare medical record.

5. It is your responsibility to follow up with your health care provider, including scheduling any appointments, if warranted or recommended by ThedaCare.

6. E-mail messages may not be the only form of communication that ThedaCare will use to communicate with you. Additionally, ThedaCare may decide that it is not in your best interest to continue to communicate with you by e-mail. In such a case, ThedaCare will notify you in writing that it will no longer communicate with you by e-mail.

7. You will not send or transmit to ThedaCare any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to ThedaCare by e-mail, you agree such submission is non-confidential for all purposes.

8. If you submit any business information, idea, concept or invention to ThedaCare by e-mail, you automatically grant or warrant that the owner of such content or intellectual property has expressly granted ThedaCare a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to ThedaCare by e-mail.

9. You have read the Privacy Policy for the Website.

10. The following instructions apply:

a. You shall send e-mail messages only to such ThedaCare e-mail addresses as instructed by ThedaCare.

b. You shall put your name and such other information as is necessary for ThedaCare to identify you in the body of the e-mail message.

c. You shall clearly identify the subject matter of your communication in the e-mail message's subject line (e.g., prescription, appointment, medical advice, billing question, etc.)

d. Prior to sending the e-mail message, you shall review it to make sure it is clear and that all relevant or requested information is provided.

e. When you send an e-mail message to a ThedaCare e-mail address, you consent to receiving a response in the form of an e-mail message from that e-mail address as well as from any and all other ThedaCare e-mail addresses.

f. You shall immediately inform those individuals with whom you communicate at ThedaCare of any changes in your e-mail address.

## **PRIVACY POLICY**

ThedaCare understands how important the privacy of personal information is to our users. This Privacy Policy will tell you what information we collect about you and about your use of the Website. It will explain the choices you have about how your personal information is used and how we protect that information. We urge you to read this Privacy Policy carefully. This Privacy Policy applies only to personal information collected on the Website.

The term "Personal Data" means any information that can be used to identify or contact you, such as email address, full name, social security number, full address, and telephone number. Your medical information is only Personal Data when it is associated with information that can be used to identify or contact you.

## **PERSONAL DATA COLLECTED**

You can access and browse our Website without disclosing your Personal Data. We only collect the Personal Data that you may volunteer while using the Website. For example, if you send an email message to us, you are submitting to us your email address and any other Personal Data contained in the email message.

## **USE OF PERSONAL DATA**

We do not currently use Personal Data for any purpose other than to provide you the services you request, or as otherwise indicated (a) on the Website where the information is requested or collected or (b) in these Terms and Conditions. For example, when you submit a question to us by email, we may use your email address to contact you with a response to your question, and we may use the other Personal Data you include in your email message, if any, to determine our response

to your question and if applicable, add your email message and our response to your ThedaCare medical records. If Personal Data from your email message is added to your ThedaCare medical records, we may also use that information for later medical treatment and may disclose that information for any purpose for which you have provided us with consent to disclose your medical information generally

### **THIRD PARTY DISCLOSURES OF PERSONAL DATA**

ThedaCare may disclose your Personal Data to third parties under the following circumstances: (a) when you request that we disclose your Personal Data; (b) when required or authorized to do so by law; (c) when necessary to provide you with the services you request; or (d) when those third parties are required by ThedaCare to use your Personal Data in accordance with this Privacy Policy.

### **USE OF THE WEBSITE BY CHILDREN**

ThedaCare recognizes that protecting the privacy of children is very important. The Website and the services available on the Website are not designed or intended to attract children under the age of 13. While some of the Content may be of benefit to children under 13, ThedaCare expects and intends that the Website will attract parents and guardians of children under 13 who will use the Content for the benefit of their children, not the children themselves. ThedaCare does not knowingly collect any Personal Data or other information from children under 13. In the event that ThedaCare becomes aware that a child under 13 has sent ThedaCare an email message, ThedaCare will use that child's email address only to respond to the child's question and will then promptly delete the email address in accordance with the Children's Online Privacy Protection Act.

### **SECURITY MEASURES**

ThedaCare is committed to complying with all federal, state, and local laws, as well as applicable regulations, standards, and guidelines established by government agencies and accepted accrediting organizations.

ThedaCare uses industry standard security measures to protect your Personal Data. While such security measures provide reasonable protections against unauthorized access, if you have concerns regarding the transmission of particularly sensitive information (such as medical information), you should consider using non-electronic communication methods.

### **INDEMNITY**

You agree to defend, indemnify, and hold ThedaCare, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

## **JURISDICTION**

ThedaCare controls the Website from our offices in Appleton, Wisconsin, USA. By accessing our Website, regardless of where you are located, you agree that the internal substantive laws of the State of Wisconsin, without respect to conflict of laws principles, will apply to all matters regarding the Website. You also consent to the exercise of personal jurisdiction in the courts of the State of Wisconsin in connection with any such matter including any claim involving ThedaCare or its affiliates, employees, contractors, officers, directors and telecommunications providers.

## **ENFORCEABILITY OF THESE PROVISIONS**

If any of these Terms and Conditions is found to be invalid in any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition any other term or condition.

## **COMPLETE AGREEMENT**

These Terms and Conditions and the Privacy Policy constitute the entire agreement between you and ThedaCare with respect to the use of the Website and Content.

Thank you for your cooperation. We hope you find the Website helpful and convenient to use. Questions or comments regarding this Website, including any reports of non-functioning links can be submitted to: [info@thedacare.org](mailto:info@thedacare.org).

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