TERMS OF USE

Last Updated September 13, 2018

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Always seek the advice of your physician or other qualified health provider with 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.

If you think you are having a medical emergency, dial 911 or proceed to your nearest emergency department.

Introduction

These Terms of Use are entered into by and between you and WakeMed, a private, not-for-profit health care organization based in Raleigh, North Carolina (referred to in these Terms of Use as "WakeMed", "we," "us," or "our"). The terms and conditions contained in this document, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of this website, including any content, functionality, products, and services delivered through the domain www.wakemed.org (collectively, the "Site"). By using or accessing the Site, registering with the Site, or by clicking to accept or agree to these Terms of Use when this option is made available to you, you signify your agreement to be bound by these Terms of Use and WakeMed's Privacy Policy, which can be found at www.wakemed.org/documents/regulatory/website-privacy-policy.pdf and is incorporated herein by reference.

Changes to These Terms of Use

We may modify these Terms of Use from time to time. We will provide notice by, at a minimum, updating this posting. You are expected to carefully review these Terms of Use from time to time so you are aware of any changes. However, if we make material changes to these Terms of Use, we will notify you either through the email address you have provided us (if you agreed to be contacted by email) or by means of a prominent notice on the Site before the change becomes effective. If you agreed to be contacted by email, you are responsible for ensuring we have an up-to-date active and deliverable email address for you. Any changes to these Terms of Use will be in effect as of the "Last Updated" date referenced in these Terms of Use. Your continued use of the Site constitutes your binding acceptance to these Terms of Use, including any changes or
modifications that we may make. If any part of these Terms of Use or any future changes to these Terms of Use are not acceptable to you, you must not use or access the Site.

Eligibility

THIS SITE IS OFFERED AND AVAILABLE TO USERS WHO ARE 18 YEARS OF AGE OR OLDER.

YOU MAY NOT REGISTER WITH OR INTERACT WITH THE SITE IF YOU (A) DO NOT AGREE TO THESE TERMS OF USE, (B) ARE NOT AT LEAST 18 YEARS OF AGE, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE SITE OR ANY OF THE SITE'S CONTENTS OR SERVICES BY APPLICABLE LAW.

YOU MAY NOT OBTAIN PRODUCTS OR SERVICES FROM THE SITE OR APPLY FOR EMPLOYMENT THROUGH THIS SITE IF YOU (A) DO NOT AGREE TO THESE TERMS OF USE, (B) ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH WAKEMED, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE SITE OR ANY OF THE SITE'S CONTENTS OR SERVICES BY APPLICABLE LAW.

IF YOU USE ANY PART OF THE SITE OR REGISTER FOR ANY OF ITS PRODUCTS OR SERVICES ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU AFFIRM YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS OF USE.

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Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms of Use. Specifically, you agree:

- not to use the Site in any way that violates federal, state, local, or international law or regulation, or generally accepted practices or guidelines in relevant jurisdictions (including any laws or regulations regarding the export of data or software to and from the United States or other relevant countries);

- that you will not use the Site to transmit or send unsolicited commercial communications;

- not to access (or attempt to access) the Site by any means other than through the interface that is provided by WakeMed;

- that you will not attempt to gain unauthorized access to, interfere with, damage, disrupt or circumvent any of the security features of any part of the Site (or the servers, networks, and databases which are connected to the Site);

- not to access (or attempt to access) the Site through any automated means (including use of scripts or web crawlers);
- not to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Site without WakeMed's express written consent;

- not to introduce any spyware, viruses, Trojan horses, worms, keystroke loggers, rootkits, logic bombs or other material which is malicious or technologically harmful to the Site (or the servers, networks, and databases which are connected to the Site);

- not to use the Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

- that you will not edit or otherwise modify any content on the Site that is not owned by you or another person or entity for whom you act as their agent;

- that you will not engage in any activity that interferes with or disrupts the Site (or the servers, networks, and databases which are connected to the Site);

- that you will not impersonate or attempt to impersonate WakeMed, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);

- that you will not reproduce, redistribute, republish, duplicate, copy, display, sell, rent, sublicense, trade or resell any content or other aspect of the Site for any commercial purpose (except for content specifically and expressly made available for redistribution); and

- that you are solely responsible for (and that WakeMed has no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which you may suffer) of any such breach.

**User Contributions**

The Site may contain online forms, message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Site. All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose and that is consistent with our Privacy Policy located at www.wakemed.org/documents/regulatory/website-privacy-policy.pdf.
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You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not WakeMed, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to you or any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Site. We make no representations about any User Contributions on the Site.

**Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for WakeMed.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.

- Terminate or suspend your access to all or part of the Site for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

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- Infringe or misappropriate any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy located at www.wakemed.org/documents/regulatory/website.privacy-policy.pdf.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.

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You may link to our homepage with permission from WakeMed Marketing and Communications Department and, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Site.
- Send e-mails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
• Link to any part of the Site other than the homepage.

• Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

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Any products or services offered through the Site are offered through links to third party websites and are subject to the terms and conditions of those third party websites. We disclaim all liability and responsibility arising from such third party websites and any products or services purchased through such websites.

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WakeMed utilizes third party service providers for its electronic health records and payment portals. When utilizing the electronic health records system or payment portals you will become subject to their terms of use and privacy policy. By using the payment portal, you further authorize WakeMed to (1) establish and maintain payment authorizations; and (2) to process your payments according to your instructions.

Risk Allocation

No Warranties

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not
disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion you have violated any provision of these Terms of Use.

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Indemnification

You agree to defend, indemnify and hold harmless WakeMed, its affiliates, and their successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees and costs) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, any use of the Site's content or services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

General

Governing Law

These Terms of Use and all matters arising from it are governed by and construed in accordance with the laws of the State of North Carolina, exclusive of its choice of law rules, whose courts shall have exclusive jurisdiction over all disputes arising in connection with these Terms of Use and the place of performance of these Terms of Use is agreed by you to be the State of North Carolina. In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any action against WakeMed must be brought in Raleigh, North Carolina. Nothing in these Terms of Use limits either party's ability to seek equitable relief. WakeMed shall be entitled to reasonable attorneys' fees and costs in connection with enforcing any provision of these Terms of Use.
No Waivers

No waiver by WakeMed of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition, and any failure by WakeMed to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Assignment

You will not assign any of your rights or delegate any of your obligations under these Terms of Use without our prior written consent. Any purported assignment or delegation in violation of this prohibition on assignment is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Use.

Notices

We may provide any notice to you under these Terms of Use by: (i) sending a message to the e-mail address you provide (if you agreed to be contacted by email) or (ii) posting to the Site. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. If you agreed to be contacted by email, it is your responsibility to keep your e-mail address current.

To give us notice under these Terms of Use, you must contact us as follows: (i) by sending a message to us via our "Contact Us" form located at https://www.wakemed.org/contact-us-form; or (ii) by personal delivery, overnight courier, or registered or certified mail to WakeMed at 3000 New Bern Avenue, Raleigh, NC 27610. We may update the e-mail address or mailing address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by e-mail or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

Entire Agreement

These Terms of Use, together with any documents expressly referred to in them, constitute the entire agreement between you and WakeMed with respect to the Site, and supersedes all previous written or oral agreements.

Reformation/Blue-Pencil

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect.

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Contact Information

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