

TERMS OF USE

Effective Date: December 1, 2022

THIS DOCUMENT CONCERNS YOUR RIGHTS AND OBLIGATIONS, AS WELL AS ANY CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

This website is intended for informational purposes only and not intended to replace any discussion with a healthcare provider. This website does not give medical advice or create a physician-patient relationship. If you have any questions regarding the content of this website, please contact our customer service telephone line at (919) 350-8120.

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.

THIS WEBSITE IS NOT INTENDED FOR USE IN AN EMERGENCY. IF YOU THINK YOU ARE HAVING A MEDICAL EMERGENCY, DIAL 911 OR PROCEED TO YOUR NEAREST EMERGENCY DEPARTMENT.

Introduction

These Terms of Use (or “Terms”) 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”). These Terms, together with WakeMed’s Privacy Policy, which can be found at www.wakemed.org/documents/regulatory/website-privacy-policy.pdf (“Privacy Policy”), govern your access to and use of this website, including any content, functionality, products, and services delivered through 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 is incorporated herein by reference.

Changes to These Terms of Use

We will update these Terms from time to time and update the Effective Date accordingly. Your continued use of the Site after changes have been made is deemed to be acceptance of those changes, so we encourage you to periodically review the Terms. Your access to or use of the Site is subject to the Terms in effect at the time of such access or use. 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. 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 AND PRIVACY POLICY, (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. THE SOLE EXCEPTION TO THE AGE RESTRICTION IS ACCESS BY ADOLESCENTS TO THE ELECTRONIC HEALTH RECORD PORTAL CONSISTENT WITH WAKEMED POLICY.

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 AND PRIVACY POLICY, (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.

BY USING ANY PART OF THE SITE, REGISTERING FOR ANY OF ITS PRODUCTS OR SERVICES, OR APPLYING FOR EMPLOYMENT THROUGH IT, YOU REPRESENT AND WARRANT THAT YOU MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS AND YOU AFFIRM THAT YOU ACCEPT AND ARE BOUND BY THESE TERMS OF USE. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT USE OR ACCESS THE SITE.

Intellectual Property

These Terms of Use permit you to use the Site exclusively for your personal and other non-commercial use. The Site and all information and content contained therein is protected by contract law and various intellectual property laws, including domestic and international copyright laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Site, except that your computer or other device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials, and you may store files that are automatically cached by your web browser for display enhancement purposes. Subject to the restrictions set forth in these Terms of Use, and except for content specifically and expressly made available for redistribution, you may print or download information from the Site only for your personal and other non-commercial use, and not for further reproduction, publication, or distribution, provided you keep intact all copyright and other proprietary notices.

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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 WakeMed employee, another user, or any other person or entity (including, without limitation, by using email 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. These rights include a grant to us, our affiliated companies and sublicensees of an irrevocable, non-exclusive, worldwide, royalty-free, perpetual license (including without limitation a copyright license), with the right to sublicense, transmit, create derivative works of, publicly display, and publicly perform the User Contribution and publish your name in connection with your User Contribution. You agree that you will not receive any compensation or payment, and you shall have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your User Contribution. We are not required to post or use any User Contribution, and we may remove any User Contribution at any time in our sole discretion.

You represent and warrant that: (i) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; and (ii) all of your User Contributions do and will comply with these Terms of Use and the Privacy Policy.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not WakeMed, have full 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 WAKEMED AND ITS AFFILIATES, EMPLOYEES, AGENTS, 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.

However, we do not undertake to review all material before it is posted on the Site and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- 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.
- 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.

Copyright Infringement/Digital Millennium Copyright Act

If you believe that your work has been used on the Site in any manner that constitutes copyright infringement, please notify WakeMed's designated copyright agent by written notice by personal delivery, overnight courier, or registered or certified mail to WakeMed, Attention: Chief Legal Officer, 3000 New Bern Avenue, Raleigh, NC 27610.

In order to be effective, your notice must include the following information, as provided for under the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512(c)(3):

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
- Identification of the copyright work you claim has been infringed, or, if multiple copyrighted works on our websites are covered by a single notification, a representative list of such works at that site;
- 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 us to locate the material;
- Your name, address, telephone number and, if available, an email address;
- A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright owner or the law; and
- A statement by you that the information in this notification is accurate and a statement, under penalty of perjury, that you are the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf.

All notices received by WakeMed that are not in compliance with the foregoing procedure will receive no response from us.

Informational Content

The information presented on or through the Site is made available solely for informational purposes or placing an order for products or services. WakeMed uses reasonable efforts to update the information on the Site. However, the contents of the Site are subject to change without notice. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

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Please contact us at (919) 350-8000 or complete our “Contact Us” form located at <https://www.wakemed.org/contact-us-form> if you have questions about the information presented on the Site.

Third Party Sites and Content

This Site may contain links to other Internet sites that our business partners and other third parties own or operate. Your use of each of those sites is subject to the terms and conditions, if any, that each of those sites have posted. We have no control over third party sites, and we are not responsible for any changes to or content on them. Our inclusion of any content is not an endorsement of that material or link or the companies that own or operate the material or linked sites.

Linking to the Website and Social Media Features

You may only link to the Site with the express written consent of the WakeMed Marketing and Communications Department, and in accordance with the requirements and restrictions provided by WakeMed Marketing and Communications. In no event may you 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. Requests for such consent should be directed to WakeMed Marketing and Communications, [contact info here].

Additionally, the 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 emails 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.

Sales of Products or Services

Any products or services offered through the Site through links to third party websites 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.

Use of Electronic Health Records and Authorization for Payments

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 additional terms of use and privacy policies applicable to those systems or portals. 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 Medical Advice

The information provided through the Site is designed to support, not replace, any relationship that may exist between you and your health care providers. All information and content provided by WakeMed in connection with the Site is intended to be for general information purposes only and should not be considered a substitute for individual medical advice, diagnosis, or treatment.

NOTHING STATED OR POSTED ON THE WAKEMED SITE OR PROVIDED THROUGH THE WAKEMED SITE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE, NOR IS IT INTENDED IN ANY WAY TO CREATE A PROVIDER-PATIENT RELATIONSHIP AS

DEFINED BY STATE OR FEDERAL LAW. USERS SHOULD SEEK THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS REGARDING A MEDICAL CONDITION AND FOR DIAGNOSIS AND TREATMENT. USERS SHOULD NOT USE THE SITE FOR EMERGENCY MEDICAL NEEDS.

No Warranties

YOUR USE OF THE SITE, ITS CONTENT AND ANY PRODUCTS, SERVICES, OR OTHER ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY ADVICE, PRODUCTS, SERVICES, OR OTHER ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER WAKEMED NOR ANY PERSON ASSOCIATED WITH WAKEMED MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER WAKEMED NOR ANYONE ASSOCIATED WITH WAKEMED REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT OR ANY ADVICE, PRODUCTS, SERVICES, OR OTHER ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY ADVICE, PRODUCTS, SERVICES, OR OTHER ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS OR CONSTITUTE AN ACCURATE DIAGNOSIS OF ANY MEDICAL ISSUE.

YOU ACKNOWLEDGE THAT WAKEMED DOES NOT CONTROL THE TRANSFER OF DATA OVER THE INTERNET AND THAT USE OF AND ACCESS TO THE SITE WILL BE SUBJECT TO THE LIMITATIONS INHERENT IN THE USE OF THE INTERNET. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION AND OTHER TERMS OR PROVISIONS OF THIS AGREEMENT, THIS SECTION SHALL BE CONSTRUED TO TAKE PRECEDENCE.

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

Limitation of Liability

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WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO THE SITE, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, OR ANY PRODUCTS, SERVICES, OR OTHER ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, WRONGFUL DEATH, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE OR IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT LIABILITY CANNOT BE EXCLUDED OR DISCLAIMED, WAKEMED'S LIABILITY IS LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED FIVE US DOLLARS (\$5.00 USD).

Modifications, Interruption of Service and Account Security

WakeMed reserves the right to modify or discontinue this Site with or without notice to you. WakeMed shall not be liable to you or to any third party should WakeMed exercise its right to modify or discontinue the Site. We do not guarantee continuous, uninterrupted, or secure access to our Site. The operation of our Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control or through acts of God.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

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 username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. We have the right to disable any username, 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.

Information About You and Your Visits to the Website

WakeMed collects certain information about you when you visit the Site. We explain what information we collect and how we use such information in our Privacy Policy. WakeMed's Privacy Policy, as it may change from time to time, is a part of these Terms of Use and is incorporated herein by reference. WakeMed reserves the right to use and disclose your information in a manner consistent with the Privacy Policy.

Geographic Restrictions

WakeMed is based in the State of North Carolina in the United States of America and the Site is intended solely for residents of the United States. WakeMed makes no representations that the information on the Site is appropriate or available for use outside of the United States. This Site should not be used outside of the United States. Use of or access to the Site may not be legal by certain persons or in certain countries. By using or accessing this Site, you do so at your own risk and are responsible for compliance with the laws and regulations of your own jurisdiction and any jurisdiction from which you access or use the Site.

Indemnification

You agree to defend, indemnify and hold harmless WakeMed, its affiliates, and their successors and assigns or licensees, together with any of their respective board members, officers, directors, and employees 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 Privacy Policy 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 or the Privacy Policy, 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 a 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 email will be effective when we send the email 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 email 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 email 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 email 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.

Consent to Electronic Communications

By using or accessing the Site, you consent to receiving certain electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

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.

Limitations or Exclusions Not Applicable

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, our liability and that of our third party content providers and their respective agents shall be limited to the greatest extent permitted by law.

Contact Information

All feedback, comments, requests for technical support and other communications relating to the Site should be directed to WakeMed at (919) 350-8120 or through our “Contact Us” form located at <https://www.wakemed.org/contact-us-form>.