

IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

MERCY WEBSITE TERMS

LAST REVISED NOVEMBER 26, 2018

- A. Terms of Use**
- B. Intellectual Property Policy**
- C. Privacy Policy**
- D. Electronic Communications Policy**

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.

TERMS OF USE

- 1. Materials on the Website are not a substitute for medical advice from your health care provider!**

UNLESS EXPRESSLY STATED OTHERWISE, NOTHING CONTAINED IN OR PROVIDED THROUGH THE WEBSITE IS OR IS INTENDED TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, OR RELIED ON AS AN ENDORSEMENT BY MERCY. NOTHING ON THIS WEBSITE SHOULD BE USED IN PLACE OF A VISIT, CALL, CONSULTATION OR THE ADVICE OF YOUR PHYSICIAN OR OTHER 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.

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. You may not use the Website in a manner that Mercy believes impairs or harms the Website, Mercy, or other users of the Website.

3. Some material on the Website is advertising material.

Mercy is a healthcare provider and as such strives to meet the needs of the community through coordination with other health care providers serving in the community. Information regarding our medical staff and other care providers may be available via the Website.

4. Disclaimer of Warranties and Limitation of Liability.

Although the information posted on the Website is drafted and posted with care, 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 from your use of the Website.

Your use of the Website is solely at your risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you.

YOU ACKNOWLEDGE THAT YOU ARE USING THIS WEBSITE AT YOUR OWN RISK. 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 OR NON-INFRINGEMENT. ALTHOUGH THE INFORMATION ON THIS WEBSITE IS REVIEWED BY PROFESSIONALS, MERCY DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, TEXT, GRAPHICS, EMAIL RESPONSES, LINKS AND OTHER ITEMS CONTAINED ON THIS WEBSITE OR ON ANY OTHER SERVER. MERCY DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR EMAIL SENT FROM MERCY ARE TOTALLY SECURE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

THE INFORMATION CONTAINED ON THIS WEBSITE AND IN ANY EMAIL RESPONSES FROM MERCY TO YOU ARE INTENDED TO BE FOR GENERAL INFORMATION PURPOSES ONLY, ARE NOT CONFIDENTIAL, AND ARE NOT IN RESPONSE TO AN INDIVIDUAL'S ACTUAL OR POTENTIAL HEALTH PROBLEMS OR AN INDIVIDUAL'S PARTICULAR SET OF CIRCUMSTANCES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL MERCY, ITS AGENTS, SUBSIDIARIES, OR ITS LICENSORS 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, OR WHICH ARISE FROM SITES ACCESSED THROUGH 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.

5. Applicable Law and Jurisdiction.

By visiting this Website, you agree that the Terms for all purposes 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.

6. Indemnification.

You agree to indemnify, hold harmless and defend Mercy from and against any and all damages, costs, losses, liabilities, claims, causes of action, proceedings, lawsuits and expenses, including attorneys' fees, costs and expenses reasonably incurred by Mercy in connection with, related to, or arising out of your access, use, inability to use, or interaction occurring through the Website or content made available via the Website.

7. These Terms of Use may change.

From time to time, Mercy may change the Terms at its sole discretion without providing notice to you. You should check the Terms periodically. If you do not agree with the revised Terms, do not continue to use the Website. Accessing or using the Website means that you have accepted any changes to these Terms. If any of the terms in the Terms are determined by a court of law to be unenforceable for any reason, that particular term will be removed from the Terms, but the Terms will otherwise be valid and if any shall be deemed invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provision.

8. Links to Other Websites.

Except for information, products, services or merchandise clearly identified as being supplied by Mercy, Mercy does not operate, control, supply, endorse, warrant or guarantee any information, products, services or merchandise available on this Website or through the Internet generally in any way. If you visit another website, you are encouraged to examine the privacy policies and/or terms of use policies of that website. Some portions of the Website are provided in cooperation with third parties or ("Third Party Pages") or are provided by third parties ("Third Party Websites"). Additionally, the Website may produce automated search results. These other resources are not under the control of Mercy, and you acknowledge that Mercy is not responsible for the accuracy, content, privacy policies, terms of use, products, services, legality, reliability, viewpoint, accuracy, currency, copyright compliance, decency or any other aspect of the content of such resources. The

inclusion of such a link does not imply endorsement of the linked website or other resource by Mercy or any association with its operators.

Third Party Pages and Third Party Websites are governed by terms that are different from the Mercy Terms of Use, Privacy Policy, and NPP, as applicable. Third Party Pages and Third Party Websites that you may encounter as you navigate across the Website that have different terms of use, privacy policies and NPPs as applicable include, but are not limited to the following:

- a. Epic (MyMercy)
- b. iCIMS (Careers)
- c. 4aGoodCause (Mercy Foundation)
- d. Online Registration Center (Classes, Seminars)
- e. Vatour-dev.com (Birthing Center Tour)

If you have any questions about the Terms, or the practices of Mercy, you can contact:

Mercy

Paige Toarmina

Product Manager, Digital Acquisition

Paige.Toarmina@mercy.net

314-628-3576