

# Website Terms of Use

Effective Date: 7/2/2020

Welcome to the Aurora BayCare Medical Center website! Aurora BayCare Medical Center maintains this website for your personal information, education and communication. Your access to and use of this website is subject to the following Terms of Use. Please read these Terms of Use carefully before accessing or using the website, so that you fully understand your rights and responsibilities.

IN THE EVENT OF A MEDICAL EMERGENCY, CALL 911. IF THIS IS A MEDICAL EMERGENCY, PLEASE IMMEDIATELY CALL EMERGENCY PERSONNEL (911) TO GET PROMPT MEDICAL ATTENTION. DO NOT DISREGARD OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF CONTENT YOU HAVE READ ON THIS WEBSITE OR ADVICE OBTAINED THROUGH THIS WEBSITE. THIS WEBSITE DOES NOT CONTAIN MEDICAL ADVICE AND WE DO NOT MONITOR THIS WEBSITE FOR MEDICAL DIAGNOSTIC OR EMERGENCY HEALTH CARE PURPOSES.

## **Your Agreement**

ALL PAGES WITHIN THIS WEBSITE AND ANY INFORMATION, MATERIAL, CONTENT OR SERVICES MADE AVAILABLE ON OR THROUGH THE WEBSITE ARE PROVIDED SUBJECT TO YOUR AGREEMENT WITH THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR USE OF THIS WEBSITE WILL INDICATE YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS OF USE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, PROMPTLY EXIT THIS WEBSITE.

SHOULD YOU CHOOSE TO SIGN UP FOR ANY PRIVATE ACCESS OR “MEMBERS ONLY” PORTION OF THIS WEBSITE, OR SET UP AN ACCOUNT FOR ONLINE EMPLOYMENT APPLICATIONS OR ONLINE GIFT SHOP PURCHASES, YOUR USE OF SUCH WEB PAGES AND SERVICES PROVIDED IN SUCH ONLINE FORUMS MAY BE SUBJECT TO ADDITIONAL TERMS.

## **Changes to These Terms of Use**

Aurora BayCare Medical Center reserves the right to modify or amend these Terms of Use at any time. All changes shall be effective immediately upon their posting. Material changes will be posted conspicuously on the website. By accessing the website following posting of changes to the Terms of Use, you agree to all such changes.

## **Your Representations**

You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to be legally bound by these Terms of Use. You agree to be responsible for your

use of the website and to comply with your responsibilities and obligations as stated in these Terms of Use.

If you are not 18 years of age, you are not permitted to use this website and must exit now.

### **Purpose of This Website**

The information contained in this website is presented for the purpose of educating consumers on health and wellness topics, providing general information on Aurora BayCare Medical Center, and providing tools to assist you in managing your health and the health of your family.

NOTHING CONTAINED IN THE SITE IS INTENDED TO BE ADVICE FOR MEDICAL DIAGNOSIS OR TREATMENT AND SHOULD NOT BE RELIED UPON AS YOUR PRIMARY SOURCE OF YOUR HEALTH OR MEDICAL INFORMATION.

THE INFORMATION SHOULD NOT BE CONSIDERED COMPLETE, NOR SHOULD IT BE RELIED ON TO SUGGEST A COURSE OF TREATMENT FOR A PARTICULAR INDIVIDUAL. IT SHOULD NOT BE USED IN PLACE OF A VISIT, CALL, CONSULTATION OR THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE WEBSITE. INFORMATION ON THIS WEBSITE IS INTENDED TO AUGMENT OTHER SOURCES OF INFORMATION AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR YOUR PERSONAL RESPONSIBILITY AND DILIGENCE.

INFORMATION CONTAINED IN THE WEBSITE IS NOT EXHAUSTIVE AND DOES NOT COVER ALL DISEASES, AILMENTS, PHYSICAL CONDITIONS OR THEIR TREATMENT. SHOULD YOU HAVE ANY HEALTH CARE RELATED QUESTIONS, CALL OR SEE YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER PROMPTLY, OR CONTACT YOUR LOCAL EMERGENCY SERVICES IN CASE OF AN EMERGENCY. ALWAYS CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH YOUR HEALTH CARE RELATED QUESTIONS, OR BEFORE EMBARKING ON A NEW TREATMENT, DIET OR FITNESS PROGRAM.

Certain information contained in the website is compiled from a variety of third party sources. Neither Aurora BayCare Medical Center nor its information providers directly or indirectly practice medicine or dispense medical services as part of the website, including, but not limited to the "My Aurora" features.

### **Website Content**

Although Aurora BayCare Medical Center attempts to ensure the integrity and accuracy of the content on the website, it makes no guarantees whatsoever as to the correctness or accuracy of such content. It is possible that the website and its content could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to the website by third parties. In the event you become aware of an inaccuracy, please inform Aurora BayCare Medical Center so that it can be corrected.

NEITHER AURORA BAYCARE MEDICAL CENTER NOR ANY THIRD PARTY SOURCE MAKES ANY WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE WEBSITE OR ANY CONTENT OR INFORMATION CONTAINED WITHIN IT.

The website may contain health or medical related materials that you find sexually explicit or otherwise offensive. Aurora BayCare Medical Center accepts no responsibility for such materials. Use of the website is at your own risk.

You may choose to use other services provided by third parties in conjunction with your access to and use of this Website. Such services may include, but are not limited to, translation services, location services, and other third-party offerings. Any links to such services are provided for your convenience only. Aurora BayCare Medical Center has no control over the contents of these services, and Aurora BayCare Medical Center accepts no responsibility for them or for any loss or damage that may arise from your use of them. Such services may require you to submit your information to a third party, which may result in a copy of your information being used and/or stored by a third party. If you decide to access any such services in conjunction with your access to and use of this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such services.

Information contained on the site may be changed or updated without notice. Aurora BayCare Medical Center reserves the right to modify such information without any obligation to notify past, current or prospective website users.

Content on this Website may include videos and other embedded content, such as YouTube videos. Any access to YouTube videos is also subject to YouTube's Terms of Service available [here \(https://www.youtube.com/t/terms\)](https://www.youtube.com/t/terms). By accessing such content you are agreeing to be bound by YouTube's Terms of Service.

Information regarding Aurora BayCare Medical Center and its services is applicable only in Wisconsin unless otherwise noted. Some services may not be available in certain areas. Aurora BayCare Medical Center makes no representations that the materials on this website are appropriate or available for use in other states or other countries besides the United States. Those who do access this website from other states or countries are solely responsible for compliance with the laws of such state or country.

You are responsible for the accuracy of information that you submit to us via this website. We have no obligation or liability for any information that is not accurate.

### **MyAurora**

MyAurora is a private access portion of this website that allows you access to additional health tools and Aurora account information. To sign up for MyAurora please contact us at 855-624-9366. The tools available in MyAurora are for your information and personal use only and the

accuracy of such tools cannot be guaranteed. You are solely responsible for the accuracy of any information you provide to us via MyAurora.

If you are a registered participant in MyAurora, you may make credit card payments via MyAurora for services provided by Aurora BayCare Medical Center. Charges to you for services provided by Aurora BayCare Medical Center is subject to the limitations of your individual insurance coverage. Please always check with your insurance carrier regarding benefit coverage. Additional information about use of credit cards via this website is set forth below.

Information gathered and maintained via MyAurora is personally identifiable and protected health information. You may see how we collect, use and maintain your information via our Privacy Policy and our Notice of Privacy Practices.

### **Credit Card Information**

You may submit credit card information via this website for payment of Aurora BayCare Medical Center services, gift shop purchases and online donations. You must submit the necessary card information before your payment or order will be processed. If the card information that you submit is incorrect or invalid, your payment or order will not be processed. Payment is subject to the approval of the financial institution issuing the card. We assume no responsibility or liability if the financial institution refuses to accept or honor your card for any reason.

### **Online Employment Applications**

Aurora BayCare Medical Center accepts applications for employment online. You may register to submit your application or resume online, subject to additional terms and conditions applicable to such online employment application process. Submission of your resume or online application for employment does not guarantee or entitle you to any employment or consideration for any particular position.

### **Restrictions on Your Use**

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You may not use this website or its content for any purpose prohibited or restricted by law or in violation of these Terms of Use.

### **Intellectual Property Rights**

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international copyright and trademark laws. The distinctive and original layout and presentation of the website also constitutes protectable trade dress under applicable federal law.

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## **NO WARRANTY**

Aurora BayCare Medical Center cannot and does not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. Aurora BayCare Medical Center cannot and does not guarantee or warrant that this website will be free of infection by viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. Aurora BayCare Medical Center and its information providers do not warrant or guarantee that the functions or services performed in the site will be uninterrupted or error-free or that defects in the website will be corrected.

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No advice or information, whether oral or written, obtained by you from Aurora BayCare Medical Center or in any other manner from this website shall create any warranty.

## **LIMITATION OF LIABILITY**

NEITHER AURORA BAYCARE MEDICAL CENTER, ITS AFFILIATES, ANY THIRD PARTY SUPPLIER NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE RESPONSIBLE OR LIABLE TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR ACCESS OR USE OF THE WEBSITE OR ANY OF ITS CONTENT OR SERVICES.

FURTHERMORE, NEITHER AURORA BAYCARE MEDICAL CENTER, ITS AFFILIATES, ANY THIRD PARTY SUPPLIER NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES OF ANY KIND ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE AND/OR ANY CONTENT ON THE WEBSITE, WHETHER SUCH DAMAGES ARE BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF AURORA BAYCARE MEDICAL CENTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR ANY DAMAGE RESULTING FROM THE SITE IS TO STOP USING THE SITE, EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

## **Indemnification**

You agree to indemnify, defend and hold harmless Aurora BayCare Medical Center, its affiliates and their respective officers, directors, employees and agents from and against all losses, expenses, liabilities, damages and costs, including without limitation reasonable attorney fees, resulting from or arising from any use of the website or its content or any violation of these Terms of Use.

## **Privacy Policy**

Use of this website is also governed by the terms of the Aurora BayCare Medical Center Privacy Policy, which are incorporated into these Terms of Use by this reference.

## **Security**

Aurora BayCare Medical Center uses encryption technology during the collection of personally identifiable information to protect the personally identifiable information that we collect from

you, as further described in our Privacy Policy. However, we cannot ensure that your information will not be intercepted or misused by others.

Carefully choose, use, and save your passwords for any private access portion of this website, such as the online employment application portal. Aurora BayCare Medical Center has no control over use of passwords, and cannot tell whether someone else is accessing the website under your password. As a result, you are solely responsible for any use of your password or other login information by you or any third party and Aurora BayCare Medical Center has no responsibility or liability for any such use.

### **Third-Party Sites**

Aurora BayCare Medical Center has no liability for any third party website that you may access through this website. When you access a third party website, please understand that it is independent from Aurora BayCare Medical Center, and that Aurora BayCare Medical Center has no control over the website or its content.

In addition, Aurora BayCare Medical Center does not endorse any third party whose website may be linked from this website. Aurora BayCare Medical Center does not and cannot ensure that the propriety, security or accuracy of any third party website.

### **Disputes, Choice of Law and Venue**

These website Terms of Use are a binding agreement between you and Aurora BayCare Medical Center, entered into in the State of Wisconsin, and shall be governed by and construed in accordance with the laws of the State of Wisconsin, exclusive of its choice of law rules. Each party to these website Terms of Use submits to the exclusive jurisdiction of the state and federal courts sitting in the County of Milwaukee in the State of Wisconsin, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

In any action to enforce these website Terms of Use, Aurora BayCare Medical Center will be entitled to all costs and attorney fees it incurs.

This website is not targeted to users in any particular locality, nor is it intended to constitute the doing of business in any jurisdiction, nor to be a solicitation of business anywhere on behalf of Aurora BayCare Medical Center or any of its affiliated entities, nor to constitute any contacts with any jurisdiction outside the state of Wisconsin.

Any cause of action or claim you have regarding the website or the MyAurora service must be commenced within one year after the claim or cause of action arises or the claim or cause of action is barred.

Notice may be given to you as a user of this site by posting information to this site. Notice may be given to Aurora BayCare Medical Center only by delivery to Aurora Public Affairs Department, 750 West Virginia Street, P.O. Box 341880, Milwaukee, WI 53204-1539, with a copy to General Counsel at the same address.

## **Entire Agreement**

These website Terms of Use, along with the Aurora BayCare Medical Center Privacy Policy, constitute the entire agreement between Aurora BayCare Medical Center and you pertaining to the subject matter hereof. If a court deems any provision of this Agreement unenforceable or invalid, then the court shall modify such provision to the minimum extent necessary to make such provision enforceable and valid. Should such modification prove impossible or impracticable then the provision shall be severed and the remaining terms of this Agreement shall be interpreted and read to give them maximum enforceability.