

Website Terms of Use

Effective Date : 09/17/2013

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.

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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.

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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.

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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

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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.