

UMMC uView Terms and Conditions

The UMMC uView web portal is an on-line information and communications service (the "Service") provided by UMMC and its affiliates. Use of the Service is governed by these terms and conditions ("Terms and Conditions" or "Agreement"). Please read this Agreement carefully before accessing or using the Service. Throughout this Agreement, UMMC and its affiliates are referred to as "we" or "us." Throughout this Agreement, users of the Service will be referred to as "you" or "Users".

General Terms and Conditions

Your access and use of the Service binds you to this Agreement. If you do not agree to the Terms and Conditions for this Service, you may not use this Service. We may modify this Agreement at anytime. Any modifications made to this Agreement will be effective immediately upon posting on the Service. This Agreement may be viewed at any time while using the Service by clicking the "Terms and Conditions" tab at the bottom of each web page. By accessing or using the Service, you agree to be bound by the Terms and Conditions posted on the Service at the time of your access or use. You agree to review the Terms and Conditions posted on the Service each time you use the Service so that you are aware of any modifications made to this Agreement. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Service, or any part thereof, with or without notice. Our failure to act with respect to a breach by you or others of these Terms and Conditions does not waive our right to act with respect to subsequent or similar breaches. These Terms and Conditions set forth the entire understanding and agreement between us and any Service User with respect to the Service, its uses and services.

Emergency Care Notice

FOR MEDICAL EMERGENCIES IN THE UNITED STATES, DIAL 911.

This Service should not be used for emergency or urgent medical issues that require immediate medical attention.

Medical Disclaimer

This Service does not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment. The information on the Service should not be considered complete, nor should it be relied on to suggest a course of treatment for a particular individual.

Users Obligations; Agreement

You may elect to register with a personal account on the Service. You agree to maintain the security of all user identification, password and other confidential information relating to the use of their Service account. You agree not to upload or transmit any communications or content of any type to the Service that infringes or violates any rights of any party. You agree not to use the Service for any purpose in violation of local, state, national or international laws. You agree not to use the Service as a means to distribute advertising or other unsolicited material to any third party. You agree not to post material to the Service that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by us in our sole discretion. You agree not to impersonate another person or create any false account information or health record for yourself or others on the Service.

You agree to comply with all User responsibilities and obligations as stated in these Terms and Conditions. You represent and warrant that you possess the legal right and ability to agree to these Terms and Conditions and to use the Service in accordance with these Terms and Conditions. We may, but are not obliged to, monitor or review any areas of the Service where visitors transmit or post communications or communicate with each other, including, but not limited to, chat rooms, bulletin boards, and other user forums, and the content of any such communications. We will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. We retain the right to remove, at our sole discretion, communications that include any material deemed abusive, defamatory, obscene, or otherwise inappropriate.

Collection of Personal Information

We collect personal information that you choose to share with us in the registration and health tools sections of the Service. This information may include your e-mail address, your health interests and your answers to questions about your health status. We use this information to tailor our services to the data you entered. Information from registration is saved to our database. This enables you to use the personalized features of the Service on a recurring basis. This saved information is collected only with your permission and may be updated or deleted by you at any time. If you choose to not provide the information required for registration, you may not register a personal account with the Service and you will not be able to personalize the Service.

Termination of Services

If you violate these Terms and Conditions, we may terminate your use of the Service. We may notify you that you have breached the Agreement and your account is being terminated. We may, in our sole discretion, terminate your access to this Service, or any portion thereof, or discontinue providing the Service, or any portion thereof. These actions are in addition to and not in lieu or limitation of any other right or remedy we may have available at law. Further, we shall not be liable to you or any third party for any such termination or discontinuance.

Use of Content; Ownership

The entire contents of the Service constitute a collective work protected under the copyright laws of United States and other copyright laws. We hold the copyright in the collective work. The collective work includes works that are the property of the respective Content Providers which are also protected by copyright and other intellectual property laws. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the material from the different areas of the Service solely for your own noncommercial use, unless otherwise permitted. Any redistribution, retransmission or publication of any copyrighted material is prohibited without the express written consent of the copyright owner. You agree not to change or delete any proprietary notices from materials downloaded or printed from the Service. Unauthorized use of the content may violate copyright, trademark, and other laws. None of the content may be reverse-engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, re-transmitted in any form or by any means (electronic, mechanical, photo reproduction, recordation or otherwise), resold or redistributed without our prior written consent. As a condition of your use of this Service, you warrant to us that you will not use the Service for any

purpose that is unlawful or prohibited by these Terms and Conditions. If you breach any of these Terms and Conditions, your authorization to use this Service automatically terminates and you must immediately destroy any downloaded or printed materials.

Site Links

This Service may contain links to other web sites, and other web sites may provide links to this Service. These links are provided for your convenience only. We may or may not have any control over these sites and cannot assume any liability or responsibility for them, including any content or services provided to you by such sites. You should not consider any link to or from another site as an endorsement of that site by us, our parent, subsidiaries, or affiliates.

Warranties

We do not make any express or implied warranties, representations, or endorsements of any kind whatsoever (including without limitation, warranties of title or non-infringement, or any warranties or merchantability or fitness for a particular purpose) with regard to this Service, or respect to any information, product, service, merchandise or other material provided on or through the Service. We do not warrant or guarantee the accuracy, completeness, correctness, timeliness or usefulness of any information, products, services, merchandise or other material provided through the Service or on the internet generally. We make no warranty or guarantee that the Service will be uninterrupted, timely, secure, or error-free. We, and our content providers, cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. Users of this Service are responsible for maintaining a means external to this Service for their construction of any lost data.

Limitation of Liability; Release; and Indemnity

We are not liable to any User or anyone else for any decision made or action taken based in reliance upon the information contained on or provided through the Service. You agree that neither we, nor our officers, directors, employees, agents, affiliates, parent or subsidiary corporations or organizations, or content providers, shall have any liability to you under any theory of liability or indemnity in connection with your use of the Service. The sole and exclusive remedy for dissatisfaction with the Service will be to stop using the Service. You hereby release and forever waive any and all claims you may have against us, and our officers, directors, employees, agents, affiliates, parent or subsidiary corporations or organizations, or content providers, and our and their successors and assigns (including but not limited to claims based upon negligence) for losses or damages you sustain in connection with your use of the Service. You agree to indemnify us, and our officers, directors, employees, agents, affiliates, parent or subsidiary corporations or organizations, and content providers, and our and their successors and assigns, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to use of the Service, or any breach or violation of this Agreement. The provisions herein are for the benefit of us and our officers, directors, employees, agents, affiliates, parent or subsidiary corporations or organizations, and content providers, and our and their successors and assigns. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

Choice of Law and Venue

These Terms and Conditions are entered into in the State of Mississippi and shall be governed by and construed in accordance with the laws of the State of Mississippi, exclusive of its choice of law rules. Each party to these Terms and Conditions submits to the exclusive jurisdiction of the state and federal courts sitting in Jackson, Mississippi, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect.

Privacy Policy

The following web link goes to the Privacy Policy page on the umc.edu website and provides information about the privacy policies of UMMC and its affiliates and is applicable to this Service.

<https://www.umc.edu/Compliance/files/noticeofprivacypracticesjan2015.pdf>