

Terms & Conditions of Use Agreement

In this Terms & Conditions of Use Agreement (“Agreement”), “Southwoods”, “we”, “our” or “us” refers to Southwoods Health, through our healthcare entities, The Surgery Center at Southwoods, LLC d.b.a. The Surgical Hospital at Southwoods and its affiliates, Triad Health Services, LLC and Southwoods Anesthesia, LLC d.b.a. Southwoods Physician Services. Southwoods provides services and use of the website Southwoodshealth.com (the “Site”) to you subject to the following terms and conditions.

PLEASE READ THE ENTIRE TERMS & CONDITIONS OF USE CAREFULLY BEFORE YOU CONTINUE. BY CONTINUING, YOU ARE DEEMED TO HAVE ACCEPTED THE TERMS & CONDITIONS OF USE IN THEIR ENTIRETY.

YOU MUST BE AT LEAST 13 YEARS OLD TO USE SOUTHWOODSHEALTH.COM OR ANY FEATURES OR SERVICES.

HIPAA Policy/ Privacy Statement

Your personally identifiable information obtained by us from this Site is subject to our Privacy Statement and in some cases, our HIPAA Notice of Privacy Practices as well. For more information, our Privacy Statement and our HIPAA Policy are available online.

This Agreement sets forth our usage guidelines and standards of use of the Site. By using the Site you (as a “User”) agree to these terms and conditions. A “User” is defined as any visitor of the Site. If you do not agree to the terms and conditions of this Agreement, you should immediately discontinue use or viewing of the Site.

If you wish to make use of the Site and its features or services, you agree to the terms in this Agreement and indicate your acceptance of the same by continued use of the Site along with acceptance on all areas of the site in which you engage or enter information (e.g. when you pay your bill online). We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement. If we make any material changes, we will notify you by means of a notice on the Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our terms and to review our most current terms.

Southwoods may refuse to offer or continue offering services to any person or entity for any reason or no reason and may change its eligibility criteria from time to time.

1. Description of Service – Limited Use License Agreement

Southwoods operates a website, Southwoodshealth.com, which is designed to provide information about the hospital, its health service offerings, and to provide efficient patient interaction. By using the Site, you are licensed to use it only for the purpose of engaging with Southwoods under this Agreement.

2. Proprietary Rights to Content

You acknowledge and agree that the Site contains information, data, software, photographs, graphics, text, images, logos, icons, typefaces, audio and video material, and/or other material (collectively referred to as “Content”) protected by copyright, trademark, patents, service marks, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

By visiting the Site, you are licensed to use the Content only for personal use. The

downloading of the whole or significant portions of any Content or database is strictly prohibited. Resale of any Content or database or portion thereof, is also prohibited.

All Content displayed on the Site and all software, data and information used to create the Site and the Content, including text and images, method of display and presentation, source code, object code, embedded routines and programs and other materials, as well as all copyrights, trademarks, service marks, patents and other intellectual property rights, or proprietary rights therein or thereto, are owned by Southwoods, its affiliates, suppliers or licensors, and are protected under U.S. and international copyright, trademark and other applicable laws and treaties including international trade and export laws. All rights not expressly granted to you by Us in this Agreement are reserved by Southwoods and you acknowledge and agree that you do not acquire any ownership rights by accessing or downloading copyrighted material or Content from Southwoods.

3. Disclaimers

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SERVICES AND INFORMATION ARE PROVIDED BY SOUTHWOODS ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS ONLY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SOUTHWOODS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE OR THE RESULTS OF THE SITE'S SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SOUTHWOODS SHALL HAVE NO LIABILITY FOR ANY INTERRUPTIONS IN THE USE OF THE SITE. IN ADDITION, SOUTHWOODS DOES NOT WARRANT OR REPRESENT THE FOLLOWING: (1) THE SITE WILL MEET YOUR REQUIRMENTS, (2) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION, OR OTHER MATERIALS OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, (5) THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (6) ANY ERRORS IN THE SITE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED, INCLUDING BUT NOT LIMITED TO, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU (AND NOT US OR ANY OF SOUTHWOODS' AFFILIATED COMPANIES OR ANY OF OUR OR THEIR RESPECTIVE LICENSORS OR VENDORS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION FOR ANY SUCH DAMAGE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS & CONDITIONS OF USE.

4. Medical and HIPAA Security Disclaimer

FOR USERS SUBMITTING OR ACCESSING PATIENT INFORMATION WITHIN THE SECURE SECTION OF THE SITE, INCLUDING THE PATIENT PORTAL: SOUTHWOODS IS A HEALTH CARE PROVIDER AND SUBJECT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"). WHEN YOU SUBMIT OR ACCESS

PATIENT INFORMATION ON THE SECURE SECTION OF THE SITE, SOUTHWOODS IS PROCESSING PROTECTED HEALTH INFORMATION (“PHI”). UNDER HIPAA, PROVIDERS LIKE SOUTHWOODS ARE REQUIRED TO USE REASONABLE AND APPROPRIATE SAFEGUARDS TO PREVENT DATA BREACHES. ALTHOUGH SOUTHWOODS USES AN INTEGRATED, ENCRYPTED, THIRD PARTY PLATFORM TO ACCEPT THIS PHI, THERE IS NO 100% GUARANTEE THAT ALL DATA AVAILABLE VIA THE INTERNET WILL BE SAFE.

THE MATERIAL AVAILABLE THROUGH THE SITE IS FOR INFORMATIONAL PURPOSES ONLY. BEFORE YOU ACT ON ANY INFORMATION YOU’VE FOUND ON THE SITE, INCLUDING ANY TEST RESULTS OR OTHER INFORMATION IN YOUR MEDICAL RECORD, YOU SHOULD INDEPENDENTLY CONFIRM ANY FACTS THAT ARE IMPORTANT TO YOUR DECISION WITH A LICENSED HEALTH CARE PROVIDER. IF YOU RELY ON ANY INFORMATION OR SERVICE AVAILABLE THROUGH THE SITE, YOU EXPRESSLY AGREE THAT YOU DO SO AT YOUR OWN RISK.

SOUTHWOODS DISCLAIMS ALL WARRANTIES WITH REGARD TO THE INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTY OF NON-INFRINGEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES; THEREFORE, THE ABOVE-REFERENCED EXCLUSION MAY NOT APPLY TO YOU.

5. Limitation of Liability

SOUTHWOODS SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR SOUTHWOODS SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST INCOME, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE USE OR THE INABILITY TO USE THE SITE OR THE INFORMATION CONTAINED IN IT, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR RESULTING FROM ANY SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SITE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OF DATA PROVIDED BY YOU, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF SOUTHWOODS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THESE TERMS OF USE, THE SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

6. Indemnification

You agree to indemnify and hold Southwoods, its subsidiaries, affiliates, officers, agents, attorneys, and employees, harmless from any claim or demand of any kind whatsoever, including reasonable attorneys’ fees and costs, made by any third party due to or arising out of the use of the Site, the violation of this Agreement, or infringement by another User, or of any

intellectual property.

7. COPPA Notice

CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA") NOTIFICATION

******Special Note for Parents or Guardians of Children******

The Site was not designed for anyone under the age of 13. We are not responsible for any access or use of the Site by children or minors under the age of 13.

Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying providers of such protections are available to you online.

Please see our COPPA Information provided in our Privacy Statement for more information regarding use of the Site and any user under the age of 13.

8. Technology Export Control

Through the Bureau of Industry and Security and its use of the Export Administration Regulations, the United States government has implemented export control laws that regulate the export and re-export of technology originating from within the United States. This technology includes the electronic transmission of information or software. The export control laws regulate the exporting or re-exporting of this technology to foreign countries and to certain foreign nationals. You agree to abide by these laws and regulations, including but not limited to, the Export Administration Act, U.S. Foreign Corrupt Practices Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Content derived from the website to either a foreign national or foreign destination in violation of such laws.

9. Online Bill Pay and Patient Portal

We contract with third parties to provide the secure platforms that allows Users to engage with us, such as to pay your Southwoods bill or access your Southwoods medical record. Although the links to these systems are embedded in our site, the information submitted through those links is processed by these third parties. Users of the Site who choose to engage in any of these services are entirely responsible for the information submitted whether authorized or not authorized.

You, in submitting or accessing patient information or any other information, specifically consent to the storage and processing of your personal information with us through these third parties. In consideration of your use of the Site, and specifically this secure section, you agree to provide true, accurate, current, and complete information about yourself (or your patient if you are an authorized representative or guardian) as requested.

Furthermore, you understand that you may not:

- 1) Select or use a name of another person with the intent to impersonate that person; or
- 2) Use the rights of any person other than yourself without authorization; or
- 3) Submit information, including to receive our email communications, if you are under the age of 13.

10. Legal Compliance

Southwoods reserves the right to use any information available by virtue of Your use of the

Site (including, for example, reverse IP address inquiry) in order to comply with any law, to enforce our Terms & Conditions of Use Agreement or Privacy Statement, or to protect the rights, property or safety of all visitors and Users. We reserve the right without obligation to review the content of the Site, and other information posted to the Site to determine compliance with our Agreement and operating rules established by Us or our affiliates, and to satisfy any law, regulation, or authorized government request.

11. Modifications and Interruption to Service

Southwoods reserves the right to modify or discontinue any services on the Site with or without notice. Southwoods shall not be liable to a User or any third party should Southwoods exercise its right to modify or discontinue any service on the Site. Each User acknowledges and accepts that Southwoods does not guarantee continuous, uninterrupted, or secure access to the Site and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our operation or control.

12. Service Disclaimer Information

Southwoods disclaims liability for any products, sales, transactions, or information provided by or related to third parties or affiliates and obtained through any posting, listing or link via the Site.

Users agree to indemnify, hold harmless, and defend Southwoods and its staff, agents and officers (hereinafter referred to as "Southwoods Parties") from any and all fault, liabilities, costs, expenses, claims, and demands or lawsuits arising out of, related to or connected with this Agreement or the services offered on the Site hereunder.

13. Third-Party Links

The Site may include links to other third parties (collectively referred to as "Vendor(s)"). Any such links to Vendors are provided for your convenience only, and such links do not imply endorsement by Southwoods of such Vendors, or the content contained therein. You acknowledge that we are not responsible for the availability of, or the content located on or through, any Vendors. You should contact those Vendors if you have any concerns regarding such links or the content. Your use of Vendors is subject to the terms & conditions of use and privacy policies of each Vendor. We encourage all Users to review said policies of all Vendors.

Southwoods disclaims all warranties, express or implied, as to the accuracy, legality, reliability, or validity concerning Vendors and their offerings, and you agree that any recourse for dissatisfaction or problems with Vendors must be directed to the Vendors and not Southwoods as you agree to waive any claim you may have against us with respect to any Vendor's claim.

14. Governing Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Ohio, without regard to any principals of conflicts of law. Any and all services and rights of use hereunder are considered performed in the United States of America and You agree that any action at law or in equity that arises out of or relates to Southwoods or these Terms & Conditions of Use will be filed only in the state or federal courts located in Mahoning County, Ohio or the Federal Northern District of Ohio and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of

litigating any such action.

15. Compliance with Laws

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations, or other government requirements. Such laws may include but are not limited to the California Consumer Privacy Act (“CCPA”).

Furthermore, we make no representation that materials or services on the Site are appropriate or available for use in locations outside the United States and accessing them from territories where their content is illegal is prohibited. Those who choose to access the Site from other locations outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with those local laws and regulations. Please see actual regulations for more information.

16. Notification of Claimed Copyright Infringement

We respect the intellectual property of others and we ask our Users to do the same. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- 1) A description of the copyrighted work that you claim has been infringed;
- 2) Identification of the URL or other specific location on the Site where the material you claim is infringing is located;
- 3) Your name, address, telephone number, email address, and statement that you are an authorized person to act on behalf of the owner of the copyright;
- 4) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- 5) An affidavit submitted by you, sworn to and made under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are an authorized agent to act on behalf of the copyright owner.

Pursuant to Section 512(c) of the Copyright Revision Act, as amended by the Digital Millennium Copyright Act, Southwoods designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

Southwoods Health

Attention: Marketing
7630 Southern Blvd.
Boardman, Ohio 44512

Or by email: tech@southwoodshealth.com

17. Botnets

Southwoods retains the right, at our sole discretion, to terminate any User involved with botnets and related activities. If any hostnames are used as command-and-control points for botnets, Southwoods reserves the right to direct the involved hostnames to a honeypot,

loopback address, logging facility, or any other destination at our discretion.

18. Spamming

Use of the Site by you for spamming is strictly prohibited.

19. Miscellaneous Terms

These Terms & Conditions of Use constitute the entire agreement and understanding between you and Us, superseding any prior agreements and understandings, and govern your use of the Site. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to enforce or exercise any right or provision of these Terms & Conditions of Use shall not constitute a waiver of such right or provision. If any provision of these Terms & Conditions of Use shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially enforceable provision) shall not be affected thereby and shall remain valid and in full force and effect. You agree that these Terms & Conditions of Use and any other agreements referenced herein, may be assigned by Southwoods, in our sole discretion, to a third party in the event of a merger or acquisition. The section titles and headings in these Terms & Conditions of Use are for convenience only and have no legal or contractual effect.

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms & Conditions of Use.

Your communications with Southwoods may be recorded or monitored and by using such communications methods you are consenting to the recording or monitoring of the same.

Any rights not expressly granted herein are reserved by and for Us.

By submitting information to Southwoods through the Site or otherwise you are making an inquiry as to services offered by Southwoods and give Southwoods permission to contact you through email, fax, telephone, mobile phone, or any means, even if your phone number or mobile number is on a "Do Not Call" list.

Certain sections or pages on the Site may contain separate terms and conditions, which are in addition to these Terms & Conditions of Use. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

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