

WEBSITE TERMS OF USE

Last Updated March 16, 2020

Welcome to the MCH TeleCare website! Medical Center Health System d/b/a Medical Center Hospital (“MCH” or “we”) provides this website (“Website”) to you in order to provide you access to certain telemedicine services and consultations (“Services”) provided by MCH Physicians (each a “Provider”).

Your access to this Website is subject to your agreement with all these Terms of Use as set forth below (including our [Privacy Policy](#)). These Terms of Use together with our [Privacy Policy](#) constitute the agreement between you and MCH regarding use of this Website (“Agreement”).

Should you choose to register to access the non-public portions of this Website (“Portal”) in order to make a Service request, your use of this Website is also subject to the Patient Registration Agreement (“Registration Agreement”) that you agree to during the registration and enrollment process, which is also part of your Agreement with MCH. All references to “Website” in these Terms of Use expressly include and apply to the Portal.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS BELOW. PLEASE PRINT A COPY OF THESE TERMS OF USE FOR YOUR REFERENCE.

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No Medical Advice

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Any submissions through the Website in connection with the Services pursuant to the Registration Agreement will be maintained as confidential as required by law and MCH's obligations to the Providers.

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Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MCH, THE PROVIDERS, AND THEIR RESPECTIVE VENDORS, AFFILIATES AND THEIR OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, CONSULTANTS, AND AGENTS FROM AND AGAINST ANY CLAIMS, ALLEGATIONS, DAMAGES, LOSSES, LIABILITIES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) THAT SUCH PARTY MAY SUFFER OR INCUR AS A RESULT OF (i) YOUR USE OR MISUSE OF THE WEBSITE, (ii) YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF MCH, OR ANY OTHER PERSON OR ENTITY, (iii) YOUR VIOLATION OF ANY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ANY PRIVACY OR DATA SECURITY LAW OR REGULATION, OR (iv) YOUR VIOLATION OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, MCH RESERVES THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM, SUBJECT TO YOUR INDEMNIFICATION OBLIGATION.

Disputes and Interpretation

This Agreement is governed by and interpreted under the laws of the State of Texas and the federal laws of the United States, without regard to conflicts of laws principles. This Agreement and access to the Website will be deemed to have been performed and occurred in the State of Texas and the courts of that State will have exclusive jurisdiction to entertain any action arising under this Agreement. You hereby irrevocably submit to the exclusive jurisdiction and venue of the courts of the State of Texas, and the County of Ector as applicable, and waive any objections as to personal jurisdiction, venue and forum nonconveniens.

In the event of any dispute, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and

costs. Any cause of action or claim with respect to this Website must be commenced within one (1) year after the action or claim arises.

Notwithstanding the foregoing, MCH may seek injunctive or equitable relief through a court of competent jurisdiction in the event of any misuse of its intellectual property or any misuse of its Website or systems, without the posting of a bond, proof of damages or other similar requirement.

Certain provisions, by their nature or as explicitly stated, will survive any termination or expiration of this Agreement. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition will be severable and shall not affect the validity and enforceability of any remaining condition.

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Contact Us

If you have any questions about this Agreement, please contact us at: MCHS (432) 640-6000

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