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.

 Modifications to this Agreement

MCH MAY REVISE THESE TERMS OF USE AT ANY TIME. SHOULD WE MAKE ANY REVISIONS, MCH WILL NOTIFY YOU AND ALL USERS BY POSTING A NOTICE REGARDING THE REVISIONS ON THIS WEBSITE. REVISIONS WILL BE EFFECTIVE AS OF THEIR POSTING UNLESS OTHERWISE STATED. BY ACCESSING OR USING THIS WEBSITE AFTER SUCH REVISIONS ARE POSTED, YOU AGREE AND CONSENT TO ALL SUCH REVISIONS.

 No Medical Advice

MCH DOES NOT PROVIDE MEDICAL ADVICE. THE CONTENT MADE AVAILABLE TO YOU ON THIS WEBSITE IS TO BE USED FOR INFORMATIONAL PURPOSES ONLY TO PROVIDE YOU INFORMATION ON AND ACCESS TO THE SERVICES.

MCH USES COMMERCIAL REASONABLE EFFORTS TO ENSURE THE ACCURACY OF THE CONTENT, BUT MCH DOES NOT GUARANTEE THE SEQUENCE, ACCURACY, OR COMPLETENESS OF THE CONTENT AND SHALL NOT BE LIABLE IN ANY WAY TO YOU, OR ANYONE ELSE TO WHOM THE CONTENT MAY BE FURNISHED, FOR ANY DELAYS, INACCURACIES, UNAVAILABILITY, ERRORS OR OMISSIONS IN THE CONTENT. SUCH CONTENT IS RELIED UPON AT YOUR OWN RISK AND SOLE DISCRETION.

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Submissions

Should you send MCH any postings, feedback or data about our Website or use of our Website, such as ideas, comments, and suggestions or questions, such information will not be given confidential treatment. MCH will not have any obligation of any kind to you with respect to any postings, feedback or data that you submit. Your submission of such postings, feedback and data affects an assignment to MCH of such material (along with any underlying or related ideas, concepts, techniques and know-how) and you agree to assign and hereby assign all such postings, feedback and data to MCH without charge. As the sole and exclusive owner of such postings, feedback and data, MCH will be free to reproduce, copy, use, disclose and distribute the information to others including without limitation incorporating your postings, feedback or data (and any underlying or related ideas, concepts, techniques and know-how) into any MCH product or service or this Website without compensation to you of any kind.

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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You acknowledge and agree (1) that your use of this Website is at your own discretion and risk, (2) that use of any material, information or data downloaded or otherwise obtained through the use of this Website is at your own discretion and risk, and (3) that you are solely responsible for any damage to your computer system for loss of data that results from the download of such material, information or data, and for any other form of damage that may be incurred.

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**No Endorsements**

Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, MCH name or otherwise does not constitute or imply the endorsement or recommendation of such by MCH. Any views expressed by third parties on this Website are solely the views of such third party and MCH assumes no responsibility for the accuracy or veracity of any statement made by such third party.

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Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

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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.

This Agreement, along with our Privacy Policy and where applicable Registration Agreement, are the sole terms governing your use and access of this Website and supersedes all other agreements regarding use of the Website. Our electronically or otherwise properly stored copy of this Agreement will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of this Agreement in connection with any action or proceeding arising out of or relating to this Agreement. Any waiver of any portion of this Agreement will be effective only if in writing and signed by MCH.

Contact Us

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

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