

## **TERMS OF USE / ONLINE PRIVACY**

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Please consult the Online Privacy <http://www.stmarysathens.org/patients-visitors/website-privacy> portion of these Terms of Use for information regarding our practices with respect to collection, use and sharing of personal information through this Site.

### **Ownership of the Site**

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### **Site Security**

You are prohibited from violating or attempting to violate the security of the Site including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law. Violations of system or network security may result in civil or criminal liability. St. Mary's will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

### **Access to Site; Indemnification**

In the event access to the Site or a portion thereof is limited requiring a user ID and password ("Protected Areas"), you agree to access Protected Areas using only your user ID and password as provided to you by St. Mary's. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Site may be revoked by St. Mary's at any time with or without cause. You agree to defend, indemnify and hold St. Mary's harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by St. Mary's arising out of your use or access of the Site, or access by anyone accessing the Site using your user ID and password.

### **Accuracy and Integrity of Information**

Although St. Mary's attempts to ensure the integrity and accurateness of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform St. Mary's so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, St. Mary's shall have no responsibility or liability for information or Content posted to the Site from any non-St. Mary's affiliated third party.

## **Online Transactions – Payment of Bills**

Patients are able to pay their St. Mary's bills online. Our financial services provider manages and operates the online bill payment feature, including the processing of credit and debit cards.

## **MEDICAL ADVICE DISCLAIMER**

THE CONTENT OF THE SITE, INCLUDING WITHOUT LIMITATION, TEXT, COPY, AUDIO, VIDEO, PHOTOGRAPHS, ILLUSTRATIONS, GRAPHICS AND OTHER VISUALS, IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR RECOMMENDATIONS OF ANY KIND. YOU SHOULD ALWAYS SEEK THE ADVICE OF YOUR QUALIFIED HEALTH CARE PROFESSIONALS WITH ANY QUESTIONS OR CONCERNS YOU MAY HAVE REGARDING YOUR INDIVIDUAL NEEDS AND ANY MEDICAL CONDITIONS. RELIANCE ON ANY INFORMATION APPEARING ON THE SITE, WHETHER PROVIDED BY ST. MARY'S, ITS CONTENT PROVIDERS, ITS CLIENTS, VISITORS TO THE SITE OR OTHERS, IS SOLELY AT YOUR OWN RISK.

## **GENERAL WARRANTY DISCLAIMER**

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## **LIMITATION OF LIABILITY REGARDING USE OF SITE**

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## **External Sites**

St. Mary's makes no representations whatsoever about any other website that you may access through this Site. When you access a non-St. Mary's site, please understand that it is independent from St. Mary's, and that St. Mary's has no control over the Content on that website. In addition, a link to a non-St. Mary's website does not mean that St. Mary's endorses or accepts any responsibility for the Content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses,

worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

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## ONLINE PRIVACY

**Scope.** This section describes how we use and share personal information collected through this Site. Our Site also contains links to third party sites that are not owned or controlled by St. Mary's. Please be aware that we are not responsible for the privacy practices of such other sites. We encourage you to be aware when you leave our Site and to read the privacy statements of each and every website that collects personal information.

**Information You Provide To Us.** You can provide information to us on our Site through various means, such as contacting us through our Site, filling out feedback forms, or paying your St. Mary's bills online. Depending on which feature you are using, you may be asked to provide personal information such as, name, address, telephone number, email address, credit or debit card information, etc.

**No Information From Children Under Age 13.** If you are under the age of 13, please do not attempt to register with us at this Site or provide any personal information about yourself to us via this Site.

If we learn that we have collected personal information from a child under the age of 13, we will promptly delete that information. If you believe we might have any information from a child under the age of 13 collected via this Site, please Contact Us ([billing@stmarysathens.org](mailto:billing@stmarysathens.org)) or call us at (706) 389-3950.

**Information We Collect Automatically.** We collect certain information automatically as you use our Site, such as IP address, browser type, computer or device type, the website from where you navigated to our Site, and the pages on our Site that you view.

**Cookies.** When you visit our Site we send one or more "cookies" to your computer or other device. A cookie is a small file containing a string of characters that is sent to your computer when you visit a website. When you visit the website again, the cookie allows that site to recognize your browser. Cookies may store unique identifiers, user preferences and other information. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some website features or services may not function properly without cookies. We use cookies to improve the quality of our service, including for storing user preferences, tracking user trends and providing relevant advertising to you.

### How We Use And Share Your Information.

- **To Contact You and to Provide Services.** We collect personal information from you so that we can contact you about processing credit card / debit card transactions. We may provide information to third party service providers that help us bring you the services we offer. For example, we use third parties to help host and maintain our Site, and to process payments.

- **Communications from Us.** We respect and are committed to protecting your privacy. We may collect personally identifiable information, including your email address, when you visit our Site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information and the page(s) you visited. We will use the information to contact you about services and information and to provide relevant advertising to you. We will not sell your personally identifiable information, but we may provide your email address to third parties who will contact you about our services.

- **Legal Requests or Requirements and to Prevent Harm.** We will share personal information with third party companies, organizations or individuals outside of St. Mary's if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

- Meet any applicable law, regulation, subpoena, legal process or enforceable governmental request.
- Enforce applicable Terms of Use, including investigation of potential violations.

- Detect, prevent, or otherwise address fraud, security or technical issues.
- Protect against harm to the rights, property or safety of St. Mary's, our users, customers or the public as required or permitted by law.

• **Transfer in the Event of Sale or Change of Control.** If the ownership of all or substantially all of our business changes or we otherwise transfer assets relating to our business or the Site to a third party, such as by merger, acquisition, bankruptcy proceeding or otherwise, we may transfer or sell your personal information to the new owner. In such a case, unless permitted otherwise by applicable law, your information would remain subject to the promises made in the applicable privacy statement unless you agree differently.

## **Access To Your Information And Choices**

If you have questions about personal information we have about you or need to update your information, you can Contact Us ([billing@stmarysathens.org](mailto:billing@stmarysathens.org)) or call us at (706) 389-3950.

## **Security Of Your Information**

In order to help secure your personal information, sensitive data (such as a credit card number) is protected by encryption when it is exchanged between your web browser and our Site. To protect any data you store on our servers, we also regularly audit our system for possible vulnerabilities and attacks, and we use a tier-one secured-access data center. However, since the Internet is not a 100% secure environment, we cannot guarantee, ensure, or warrant the security of any information you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. Please note that e-mails you send to us through our Site are not encrypted, and we strongly advise you not to communicate any confidential information through these means. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read over the internet.

## **Revisions To Terms Of Use / Privacy; General Terms**

In the event that any of the Terms of Use 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 of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between St. Mary's and you pertaining to the subject matter hereof. In its sole discretion, St. Mary's may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site. In the event of any dispute or claim relating to the Site or these Terms of Use, you agree to resolution of such dispute in the state or federal courts located in Georgia, in accordance with Georgia law.

## **Refund Policy**

Any refund will be provided as a credit to the credit or debit card used for the on-line transaction.