

JANE PAULEY COMMUNITY HEALTH CENTER WEBSITE TERMS AND CONDITIONS

Last modified April 28, 2022

Welcome

Welcome to The Jane Pauley Community Health Center website and related sites and digital and online services (“This Site” or “Site”), an online e-commerce, information, and communications services provided by Jane Pauley Community Health Center and all affiliates (“JPCHC” or “We” or “Us”). These Terms and Conditions cover the uses for all Site uses, including the [Notice of Privacy Practices](#) and the [Website Privacy Policy](#). Any and all persons accessing or using the Site (“user” or “you”) agree to be bound by these Terms and Conditions and all applicable laws and regulations. If you do not agree with any of these terms, you are not authorized to access or use this Site.

Not Medical Advice

The content, products, and services offered on this site are here for educational purposes on health care and medical care issues that may impact users. Nothing in this content, products, or services should be considered, or used as a substitute for, medical advice, diagnosis, or treatment. This Site and services do not constitute the practice of any medical, nursing, or other professional health care advice, diagnosis, or treatment. We advise all users to talk to their health care provider for diagnosis and treatment, including any specific medical needs. None of the products or services offered through this Site represents or warrants that any service or product is safe, appropriate, or effective for any user without seeking guidance from their health care provider. We advise users to seek advice from a qualified health care provider with questions regarding personal health or medical conditions.

If you have or suspect you’re experiencing a medical problem or condition, please contact a qualified health care professional immediately. If in the United States and are experiencing a medical emergency, please call 911.

JPCHC may modify these terms and conditions at any time, and modifications shall be effective immediately upon posting the modified terms and conditions on the Site. You agree to review the agreement periodically to be aware of modifications, and you accessing or using the service serves as your acceptance of the agreement as it appears at the time of your access for use.

Intended for users 18 and older

Other than our [patient portal](#), the Site is intended for use by individuals 18 years of age or older. The site is not directed for use by individuals under the age of 18. Users under the age of 18 should seek assistance from a parent or guardian to use the Site.

Our patient portal is available to patients 18 years of age and older. The patient portal is also available to patients who are between the ages of 13 years old and 17 years older with permission of their parents or legal guardian.

Acceptable use

You agree that you will not:

- Use this Site for any purposes that may violate local, state, national, or international laws.
- Use this Site to distribute advertising or other unsolicited material to any third party.
- Use this Site to post or transmit material which may be unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other individual or entity.
- Attempt to disable, “hack” or otherwise interfere with designed functions of this Site.
- Violate or attempt to violate the security of the Site, including without limitation:
 - accessing data not intended for Site users or logging onto a server or account of which Site consumers are not authorized to access.
 - attempting to probe, scan or test the vulnerability of a system or network or to breach security without the proper authorization.
 - accessing or using the Site or portion thereof without authorization, which would be in violation of these Terms and Conditions or in violation applicable law.
- Use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep link to any feature or content on the site or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.
- Use any device, software, routine, or other means to attempt to interfere with the proper functions of this Site of any activity conducted on this Site.

Violations of the system or network security may result in civil or criminal liability. JPCHC may investigate occurrences that may involve such violations outlined by these Terms and Conditions, with the involvement and cooperation of law enforcement authorities, and may prosecute users who are involved in such violations.

In the event access to the Site or a portion of is limited by requiring user credentials, you agree to access this area of the Site using the required credentials provided by JPCHC. You agree to protect the confidentiality of the log in credential information and not to share or disclose this information to other individuals or third parties. You agree you are fully responsible for all activity occurring under your credential protected log in.

Account set up

Users will be directed to account set up at <https://mychart.ochin.org/mychart/Authentication/Login>.

Termination of use - alteration of Site

JPCHC may, in its sole discretion, terminate your access to or use of the Site at any time with or without cause. JPCHC reserves the right to change, suspend, or discontinue all or any aspects of the Site at any time without notice.

User-Generated Content, Reviews, Feedback and Other Postings to the Site

If you submit, upload, or post any comments, ideas, suggestions, questions, information, files, videos, images or other materials to use or our Site, you agree not to provide any content that (1) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates the privacy, copyright, or intellectual property rights of any person or entity, or (3) contains or

transmits a virus or any other harmful component. You agree not to contact other users of the Site through unsolicited email, phone calls, mailings, or any other method of communication. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the original of any user-generated content. You are and shall remain solely responsible for user-generated content. JPCHC and affiliates take no responsibility and assume no liability for any user-generated content submitted by you or a third party.

E-commerce

Payments are processed through a separate, third-party and therefore their terms and conditions will apply.

Indemnification

You agree that you will defend, indemnify, and hold harmless JPCHC from and against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorneys' fees and costs) against or incurred by JPCHC arising out of a claim by a third party relating to your breach of these Terms and Conditions or applicable law, user-generated content and any other materials you post or allow to be posted to the Site, your use or access of the Site, access of this Site by anyone using your user credential login information, or any other actions taken by you on the Site.

Intellectual Property

Unless otherwise indicated by JPCHC, the marks contained on the Site are logos and trademarks of Jane Pauley Community Health Center, Inc.. The content and design of this Site is protected by U.S. and international copyright laws. You may not copy, reproduce, republish, upload, post, display, transmit, or frame any of these materials without written consent from the copyright owners. You may view, download, display and print a single copy of the materials on this Site on a single computer for personal, noncommercial use only, as long as you do not alter or modify the materials in any way, include all applicable notices and disclaimers, and you shall not use the material in a way that suggests an association with JPCHC.

Disclaimers

You understand and agree that the Site and any services, content or information contained or provided is provided on an "as is" basis. JPCHC does not make any express or implied warranties, representations, or endorsements regarding the service, information displayed. JPCHC does not guarantee that use of the Site will be free from technological difficulties including, but not limited to, unavailability of information, downtime, service disruptions, or viruses. You understand you are responsible for ensuring you have sufficient procedures and checkpoints to satisfy your requirement for accuracy of data input and output.

Error on JPCHC Site

Contents and services on the Site are subject to change without notice. Errors will be corrected when discovered, and JPCHC reserves the right to revoke any stated offer and to correct any errors, inaccuracies, or omissions.

Accuracy and integrity of information

JPCHC attempts to ensure the integrity and accuracy of the Site, it makes no representations, warranties, or guarantees as to the correctives or accuracy of the Site content. It is possible the Site could include typographical errors, inaccuracies, or other errors and unauthorized additions, deletions, and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform JPCHC so that it can be corrected. JPCHC reserves the right to correct any inaccuracies on the Site without notice. JPCHC shall have no responsibility or liability for information or content posted to the Site for any non-JPCHC affiliated third party.

Limitations of liability

The use of this Site is at your own risk, and in no event shall JPCHC be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other monetary damages, fees, fines, penalties, or liabilities arising out of or relating in any way to this service, content or information provided. Your sole remedy for complaints about or dissatisfaction with the Site or services is to stop using the Site and the services. You hereby acknowledge that this paragraph shall apply to all content and services available through the Site.

Links to third party website

The Site contains links to other sites operated by third parties (“Third-Party Sites”), including but not limited to Third-Party Sites that may display the JPCHC trademarks. These links may be available for user convenience and are intended to enable access to Third-Party Sites and for other purposes.

JPCHC does not warrant or make any representation about the content about or on any Third-Party Sites. A link to a Third-Party Site on the JPCHC Site does not constitute sponsorship, endorsement, approval, or responsibility for any Third-Party Site. The conditions of use and privacy policy of any Third-Party Site may differ from the conditions of use and legal notices that apply to your use of the Site. Users are encouraged to review the conditions of use for all Third-Party Sites for more information about the terms and conditions that apply to your use of Third-Party Sites.

Jurisdiction and Choice of Law

Users agree that any dispute or claim (including personal injury claims) related to your use of the JPCHC Site shall be governed by the laws of the State of Indiana, and shall be litigated in the courts located in Marion County, Indiana. These Terms and Conditions also apply to anyone claiming on your behalf.

These Terms of use require the use of arbitration, on an individual basis, to resolve disputes rather than jury trials or class actions, please review the dispute resolution details in the section below.

Dispute Resolution

Please contact compliance@janepauleychc.org for dispute resolutions. JPCHC has a 1 year limitation on time to file a claim.

Language

Our terms are written in English and translated versions may be provided. If any translated version of our Terms conflict with the English version, the English version shall control.

Contact information

If you have any questions about the service, please contact us at info@janepauleychc.org.