

Ritchie Regional Health Center Website Terms & Conditions

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

[This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to Ritchie Regional Health Center using cookies in accordance with the terms of this Terms & Conditions document.

License to Use Website

Unless otherwise stated, Ritchie Regional Health Center and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution].

Where content is specifically made available for redistribution, it may only be redistributed for educational purposes.

Acceptable Use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful

purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Ritchie Regional Health Center offering written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without express written consent from Ritchie Regional Health Center.

Restricted Access

Access to certain areas of this website are restricted. Ritchie Regional Health Center reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at its discretion. The Patient Portal is supported collaboratively with Greenway SuccessEHS, meaning restriction to this resource on their behalf, or any reason, is also possible.

If Ritchie Regional Health Center or Greenway SuccessEHS provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

The above names entities may disable your user ID and password at their sole discretion without notice or explanation.

User Content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Ritchie Regional Health Center a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Ritchie Regional Health Center the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Ritchie Regional Health Center or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Ritchie Regional Health Center reserves the right to edit or remove any material submitted to this website, or stored on Ritchie Regional Health Center servers, or hosted or published upon this

website.

Notwithstanding Ritchie Regional Health Center rights under these terms and conditions in relation to user content, Ritchie Regional Health Center does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No Warranties

This website is provided “as is” without any representations or warranties, express or implied. Ritchie Regional Health Center makes no representations or warranties in relation to this website or the information and materials provided on this website.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Ritchie Regional Health Center has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Ritchie Regional Health Center officers or employees in respect of any losses you suffer in connection with the website.

Unenforceable Provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Ritchie Regional Health Center and undertake to keep Ritchie Regional Health Center indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Ritchie Regional Health Center to a third party in settlement of a claim or dispute on the advice of Ritchie Regional Health Center legal advisers) incurred or suffered by Ritchie Regional Health Center arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

Breaches of These Terms and Conditions

Without prejudice to Ritchie Regional Health Center other rights under these terms and conditions, if you breach these terms and conditions in any way Ritchie Regional Health Center may take such action as Ritchie Regional Health Center deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website,

blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Ritchie Regional Health Center may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Ritchie Regional Health Center may transfer, sub-contract or otherwise deal with Ritchie Regional Health Center rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with DOCUMENTS, constitute the entire agreement between you and Ritchie Regional Health Center in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Credit

This document was created using a Contractology template available at <http://www.freenetlaw.com>.