

## **Terms and Conditions**

**Last Updated August 1, 2023**

### **Terms of Use**

The Children's Center, Inc. maintains this website (the "Website") on behalf of itself and its affiliates ("TCC," "Bethany Children's Health Center," "BCHC," "Bethany Community Pharmacy," "The Children's Center Foundation," "The Foundation," "we," "us" or "our"). By using this Website, you agree to the Terms of Use Agreement ("Agreement") and Privacy Disclosures regarding the Website.

Please read these Terms of Use ("Terms") and Privacy Disclosures carefully before using this Website or any other services we may provide via this Website (collectively, our "Services"). By using our Services, you are agreeing to these Terms. These Terms may have changed since you last used our Services. Your use of our Services is subject to your compliance with these Terms. These Terms apply to all visits to our Website and all uses of our Services, including (but not limited to) all associated content, information, recommendations, and/or services provided to you by or through our Services. By accessing and using our Services, you hereby agree to these Terms in their entirety. You shall not use our Services (or any part thereof) if you do not agree to be bound by these Terms.

The information contained in or provided by our Services is offered solely for your consideration and is subject to your verification. It is not to be taken as a warranty or representation by which we or our affiliates assume legal responsibility, nor do we grant permission to use or practice anything contained therein, nor recommend such use or practice. Our Services are not intended to be a substitute for professional medical advice from a qualified healthcare provider. Do not use information provided via our Services to diagnose or treat a health condition or disease without consulting a qualified healthcare provider. There is no physician-patient relationship arising solely by virtue of using the Services. Never disregard professional medical advice or delay seeking it because of something you have read via the Services. Do not use our Services for medical emergency services. In an emergency, call 911, your personal physician, and/or your local emergency assistance number.

### **Section Titles**

The section titles of these Terms are merely for convenience and will not have any effect on the substantive meaning of these Terms.

### **Changes to These Terms**

We reserve the right to revise and update these Terms at any time without notifying you. Please periodically review these Terms, our Privacy Policy, Acceptable Use Policy, and any other policies that may be posted on this Website, each of which are accessible via the Website homepage for any revisions or updates. Continued use of our Services will be considered acceptance of any changes. Certain provisions of these Terms may be superseded or supplemented by expressly designated legal notices or terms on specific pages of this Website.

### **Entire Agreement**

Except as expressly provided in a particular "legal notice" on our Services, these Terms constitute the entire agreement between us and you, respectively, regarding your use of our Services and content contained therein.

### **Choice of Law and Venue**

This Agreement is entered into and performed in the State of Oklahoma, and you accept this Agreement is governed by the laws of the State of Oklahoma, without consideration to the principles of the conflicts of law. Your use of our Services confirms you consent and submit to the personal jurisdiction of the State of Oklahoma and venue of the County of Oklahoma for any state or federal action arising out of the and use of our Services or these Terms. This Agreement does not constitute doing business in any other state than the State of Oklahoma or any other country than the United States of America. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to our Services, these Terms or the Privacy Policy, must be filed within one year after such claim or cause of action arose or such claim or cause is barred.

### **Invalidity and Waiver**

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.

### **Accessibility**

#### **Nondiscrimination Notice**

We comply with applicable federal and state civil rights laws and do not discriminate on the basis of age, gender, disability, race, color, ancestry, citizenship, religion, pregnancy, sexual orientation, gender identity or expression, national origin, medical condition, marital status, veteran status, payment source or ability, or any other basis prohibited by federal, state, or local law.

We provide:

Free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters; and/or
- Information in other formats such as large print, audio, and accessible electronic formats.

Free language services to people whose primary language is not English, such as:

- Qualified interpreters; and/or
- Information written in other languages.

If you need access to services or to report a concern regarding discrimination in access to services, please contact us at [compliance@bethanychildrens.org](mailto:compliance@bethanychildrens.org).

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights:

- Via the Office of Civil Rights Complaint Portal (<https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>)

- By mail care of U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201
- Or by phone at: 1-800-368-1019 or 1-800-537-7697 (TDD)
- Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## **Liability**

### **Disclaimer**

You agree to assume the risk of accessing and using our Services. Our Services, including all content, are provided “as is” and “as available” without any warranties of any kind, whether express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property, to the fullest extent permitted by law. Information accessed via the Services is for general information purposes only and does not create a physician-patient relationship nor does it constitute medical advice.

We do not represent or warrant that the content or information provided or made available via our Services is accurate, complete or current, or that our Services will be uninterrupted or error free, or that any defects in our Services will be corrected, or that our Services or the server that makes our Services available are free of viruses or any other harmful components. We do not make any warranties or representations regarding the use of the materials in our Services in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise, in each case to the fullest extent permitted by applicable law. Information published or made available via our services may refer to products, programs or Services that are not available in your region.

You understand and acknowledge that your sole and exclusive remedy with respect to any defect in or dissatisfaction with our Services is to cease use of our Services. We reserve the right to suspend or withdraw the whole or any part of our Services at any time without notice without incurring any liability.

### **Limitation of Liability**

In no event will any party involved in creating, producing or delivering our Services (or any part thereof), or any other third parties mentioned via our Services (or any part thereof) be liable for any direct, indirect, special, consequential, exemplary or other damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of our Services (or any part thereof), any websites linked to our Services, or the materials or information contained at any or all such websites, including damages caused by viruses or any incorrectness or incompleteness of the information provided or made available via our Services (or any part thereof), or the performance of the products or Services, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

### **Indemnity**

You agree to defend, indemnify, and hold us, our affiliates, and our respective officers, directors, employees, agents, licensors, and affiliates harmless from and against any and all claims, losses, liability, costs, and expenses (including attorneys’ fees) arising from your use of our Services, violation of these Terms, or violation of any third-party rights.

### **Content Ownership**

## **Ownership of Services**

Our Services, including all associated information related to our Services, are the property of The Children’s Center, Inc. and/or our affiliates and licensors. Our Services are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. All rights reserved.

The contents of our Services may be viewed and accessed only for your personal, non-commercial use, provided that all copyright and other proprietary notices are retained on any copies made of the materials. The materials and information available via our Services may not be modified in any way and may not be reproduced, distributed, or used for any public or commercial purpose unless expressly permitted by the owner in writing. Any use of the materials or information available via our Services for any other purpose is prohibited. Nothing herein shall be construed as conferring by implication, estoppel, or otherwise, any license or right under any copyright, patent, trademark or other proprietary interest of us or other third parties. If you breach any of these terms, your authorization to use our Services is terminated and you must immediately destroy any downloaded or printed materials.

## **Trademarks**

All of The Children’s Center Inc.’s or our affiliates’ trademarks, service marks, and trade names (“Trademarks”) are trademarks or registered trademarks that belong to us or our affiliates, unless stated otherwise. You may not use or display the Trademarks for any purpose, including but not limited to, in advertising or publicity pertaining to distribution of materials via our Services, without the owner’s prior written consent. Any other trademarks appearing on third-party websites linked to by our Services are the property of the respective owners or operators of those third-party websites.

## **User Communications**

Any information, including but not limited to remarks, suggestions, ideas, graphics, or other submissions, communicated to us through our Services is the exclusive property of us and/or our affiliates. We are entitled to use any information submitted for any purpose, without restriction (except as stated in our Privacy Policy) or compensation to the person sending the submission. The user acknowledges the originality of any submission and accepts responsibility for its accuracy, appropriateness, and legality. You are prohibited from using our Services to post or transmit any unlawful, threatening, libelous, defamatory, obscene, pornographic, illegal, or any other kind of material that could constitute or encourage conduct that would be considered a criminal offence, violate the rights of any party, or which may otherwise give rise to civil liability or violate any law. You are also prohibited from using our Services to advertise or perform any commercial solicitation. We will have no obligations with respect to such communications. We reserve the right to remove any and all user submissions deemed to be in violation of these Terms. We also reserve the right to prohibit any activity through technical means when we deem such activity to be in violation of these Terms or our Policies.

## **Online Privacy**

Your privacy is important to us. We are committed to the care and improvement of human life, and that includes protecting Personal Information (defined in 5 U.S.C. § 552a (Privacy Act of 1974)). We are dedicated to maintaining information confidentiality and complying with regulatory requirements by –

among other things – limiting access to only those users that have a legitimate need to view it, and regularly educating employees on information protection.

Please review our [privacy practices](#) and direct any questions to [compliance@bethanychildrens.org](mailto:compliance@bethanychildrens.org).

### **Policy Changes**

We reserve the right to change the terms of this Privacy Policy at any time by posting those changes in revisions to this Privacy Policy. To ensure you have the most current policy information, check here on a regular basis for any updates. Unless otherwise indicated, any changes to this Privacy Policy will apply immediately upon posting to the Website.

### **Links to Other Sites**

The Website may contain links to other sites. We are not responsible for and we disclaim all liability associated with the content, accuracy or opinions of other sites, and we do not review, monitor or check such sites for accuracy or completeness. Inclusion of any linked site is not an implied ratification, approval or endorsement of the linked site. If you leave our Website, you do so at your own risk.

### **Statement of Diversity**

Bethany Children's Health Center supports excellence in healthcare based on a foundation of inclusion, compassion and respect for our patients, staff, vendors and community partners. Bethany Children's Health Center does not discriminate on the basis of age, gender, disability, race, color, ancestry, citizenship, religion, pregnancy, sexual orientation, gender identity or expression, national origin, medical condition, marital status, veteran status, payment source or ability, or any other basis prohibited by federal, state or local law.

Furthermore, our commitment extends across all areas of our organization where we value differences and similarities. Our standard of practice is to exist as a fair, equitable, healthy and inclusive organization that aligns with and supports our patients, our workforce and the communities that we serve.