WEBSITE TERMS OF USE

Welcome to the Washington Health System website! Washington Health System ("WHS" or "we") provides this website ("Website") to you in order to provide you access to certain telemedicine services and consultations ("Services") provided by the Participating Providers (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 WHS 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 WHS. 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

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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 WHS’s obligations to the Providers.

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**No Endorsements**

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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 WHS, 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 WHS, 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, WHS 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 Commonwealth of Pennsylvania 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 Commonwealth of Pennsylvania and the courts of Pennsylvania 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 Commonwealth of Pennsylvania, the County of Washington, and the
Western District of Pennsylvania, as applicable, and waive any objections as to personal jurisdiction, venue and forum nonconveniens.

Any claim, dispute, or controversy arising from or relating to the Website or this Agreement will be resolved by neutral binding arbitration administered by the National Arbitration Forum ("NAF") under the Code of Procedure ("Code") of the NAF in effect at the time the claim is filed. Any such arbitration will take place in Washington County, Pennsylvania. Any arbitration proceeding may not be consolidated or joined with any other proceeding and will not proceed as a class action. The parties understand that they would have had a right or opportunity to litigate disputes through a court, to have a judge or jury decide their case, and to participate in a class action or other proceeding involving multiple claimants, but they choose to have any disputes decided through individual arbitration. The decision of the arbitrator will be a final and binding resolution of the claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1–16. Judgment upon the award may be entered in any court having jurisdiction.

Notwithstanding the foregoing, WHS 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 WHS.

Contact Us

If you have any questions about this Agreement, please contact us at:

Washington Health System
155 Wilson Ave
Washington, PA 15301
(724) 225-7000
info@whs.org