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## Terms of Use

BY USING PROVIDENCE HEALTHCARE NETWORK GUEST PAY YOU AGREE TO THESE TERMS OF USE. PLEASE READ THEM CAREFULLY.

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ASCENSION PROVIDENCE HAS DESIGNATED VISITPAY AS A SERVICE PROVIDER FOR MAKING WEB-BASED PAYMENTS ON YOUR HEALTHCARE ACCOUNTS. USE OF THE SITE DOES NOT CHANGE OR AFFECT IN ANY WAY ANY AGREEMENTS THAT YOU MAY HAVE WITH ASCENSION PROVIDENCE. THE SITE CONTAINS LINKS THAT TAKE YOU TO DOCUMENTS PUT FORTH BY ASCENSION PROVIDENCE THAT INCLUDE PRIVACY, LEGAL, AND SECURITY POLICIES. THESE POLICIES MAY DIFFER FROM THE FOLLOWING TERMS OF USE PROVIDED BY ASCENSION PROVIDENCE THESE POLICIES ALSO GOVERN YOUR USE OF SITE SERVICES.

ASCENSION PROVIDENCE WILL ENSURE THE FIDELITY AND TIMELINESS OF PROCESSING PAYMENTS FROM YOUR FINANCIAL INSTITUTION TO ASCENSION PROVIDENCE'S FINANCIAL INSTITUTION.

### ELECTRONIC COMMUNICATIONS

You consent to receive communications from this site electronically. We will communicate with you by e-mail or by posting notices and updates on the Site. More specifically, you will receive a confirmation email after you make a payment to the account you specify. By use of the Site, you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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### TERMS OF USE CHANGES

Ascension Providence reserves the right to make changes to the Site, policies, and these Terms of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

### YOUR RESPONSIBILITIES

1. You agree to comply with the rules provided in these Terms of Use.
2. You agree to use the Site for a lawful purpose and to comply with all applicable laws.
3. You agree not to interfere with the proper functioning of the Site or any transaction conducted on the Site.
4. You agree not to reverse engineer, reverse assemble, decompile, modify, or otherwise attempt to derive the source code of the Site.
5. You agree not to impersonate any other person or entity, whether actual or fictitious.
6. You acknowledge you may not reproduce or distribute any content on or through the Site that is protected by copyright or other proprietary right of:

third party.

7. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others, or otherwise cause damage to the Site or the Site content.
8. You agree not to use the Site in any manner that might interfere with the rights of third parties.

## **ACCOUNT INFORMATION**

You are responsible to maintain the confidentiality of your account information. You agree to keep confidential your account information. If you disclose any of your account information, you assume any risks and losses associated with such disclosure. There may be security, transmission, or other risks inherently associated with the use of the Internet and you expressly assume such risk. You are responsible for obtaining the software hardware, or other equipment necessary to use the Site, including, without limitation, the use of up-to-date Web browsers and appropriate encryption, antivirus, anti-spyware, and Internet security software.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless VisitPay and Ascension Providence, its directors, officers, employees, and agents from and against any losses, expenses, damages, and costs, including reasonable attorney fees, arising out of or relating to your use of the Site.

## **USE OF THIRD PARTY SERVICES**

When you use the Site, you may also be using the services of one or more third parties, such as a payment gateway provider. Your use of these third-party services may be subject to the separate policies, fees, and terms of use of such third party.

## **COPYRIGHT**

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## **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to any conflict-of-laws principles.

## **LIMITATIONS OF USE**

You agree not to transmit any information to the Site that is false, libelous, defamatory, obscene, profane, solicitous, or which infringes on any copyright of other proprietary rights of any other person or entity, or otherwise could result in civil or criminal liability under the law. You are responsible for respecting and adhering to state, federal, and international laws at all times with respect to your use of the Site. Any attempted violation of law may result in litigation against you by Ascension Providence or any proper authority. Ascension Providence will fully cooperate with applicable authorities to provide any information necessary for the litigation process.

## **DISCLAIMERS OF WARRANTY**

Ascension Providence is providing the service "as is" without any warranty of any kind, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and title. Ascension Providence does not warrant that the service is error-free.

## **LIMITATIONS OF LIABILITY**

In no event shall Ascension Providence or suppliers be liable for any damages whatsoever (including, without limitation, direct, indirect, special, or consequential damages) arising out of the delivery, performance, or use of the service, whether incurred by you or any third party, even if Ascension Providence or its suppliers have been advised or may otherwise know of the possibility of such damages. If any liability is imposed on Ascension Providence or its supplier, total liability to you or any third party shall not exceed the amount you paid for the service. Some jurisdictions prohibit

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## **FORCE MAJEURE**

Ascension Providence shall not be liable for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots, or war. Ascension Providence time for performance will be extended by the period of such delay or Ascension Providence may, at its option, cancel any request for service, without liability, by giving notice to you.

## **CHANGES TO THE AGREEMENT**

**ASCENSION PROVIDENCE MAY MODIFY THESE TERMS OF USE FROM TIME TO TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED TERMS OF USE.**

You are responsible for reviewing these Terms of Use prior to using the Site, and your continued use of the Site acknowledges your agreement to this responsibility. In the event that a change or update is made to this Agreement, the "Date of Last Modification" at the beginning and end of this Agreement will be updated accordingly and Ascension Providence will provide on the Site's homepage a prominent and conspicuous hyperlink to a Web page that expressly sets forth such changes. Notwithstanding any provision of this Agreement to the contrary, Ascension Providence may make changes to this Agreement without notice to comply with applicable laws and such changes shall be binding on you and Ascension Providence.

## **GENERAL PROVISION**

These Terms of Use constitute the entire agreement and supersede any prior agreements or understandings, oral or written, between Ascension Providence and you concerning the service. Failure or delay in enforcing any right or provision of these Terms of Use shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of these Terms of Use shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of these Terms of Use will remain in full force and effect. The obligations, rights, terms, and conditions hereof will be binding upon and inure solely to the benefit of the parties hereto and their permitted respective successors and assigns.

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