



# I. TERMS AND CONDITIONS

## 1. Introduction.

This web sites located at the root domain Scneckmed.org (the "Service"), including all information contained therein are an online information and communications service provided by Jackson County Schneck Memorial Hospital d/b/a Schneck Medical Center (or "We" or "Us" or "Our") to individuals who access the Service ("You" or "Your"). We grant You a license to access and use the Service, including the right to view, bookmark, download and print, for Your noncommercial, personal use and information only, subject to the terms of this Agreement, including all exhibits hereto or incorporated herein (the "Agreement").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING THE DISCLAIMER. IF YOU ARE NOT ABLE OR WILLING TO BE BOUND BY THESE TERMS AND CONDITIONS AND DISCLAIMER, YOU MAY NOT ACCESS OR USE THE SERVICE. WE MAY MODIFY THIS AGREEMENT, INCLUDING THE PRIVACY POLICY AND NOTICE OF PRIVACY PRACTICES, AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT ON THE SERVICE. WE HAVE NO OBLIGATION TO NOTIFY YOU OF ANY SUCH MODIFICATIONS; YOU AGREE TO REVIEW THIS AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SERVICE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

## 2. Definitions.

Capitalized terms used herein shall have the meaning set forth herein. If not defined herein, then such terms shall have the meaning set forth in law, including but not limited to the definitions contained in Section 264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). "Account" shall mean the account You set up to access the Service by providing certain identifiable information to Schneck Medical Center.

"Account Information" means the information provided by You to set up Your Account, as defined in Section 3 of this Agreement. "Patient Portal" shall mean the online access to certain components of Your electronic health record and other information. You will not have complete access to Your entire electronic health record (EHR) through the Patient Portal.

## 3. End User- Levels of Access.

The Service contains several different features. You may choose to access all or some of these features. Some features of the Service may be utilized without creating an Account with the Service. Some features of the Service require that You set up an Account by choosing a username and password, along with certain other information (“Account Information”). You must select a confidential password and maintain that password in a confidential and secure manner. You agree We shall have no liability for inappropriate access to or use of information accessible via the Patient Portal if such access or use is the result of third party access to or guessing of Your password. Consistent with the current industry practices, We may require that You establish multiple accounts for different purposes (e.g., one account to participate in discussion boards and a different account to access the Patient Portal). Further, We may require verification of end user identity through multiple devices or impose additional security procedures as We deem appropriate. If You believe that the confidentiality of Your password to Your Account has been compromised, it is Your responsibility to change to a new password. Further, if You believe Your Account has been inappropriately accessed, You may contact Us at 812-523-7888.

a. **General.** You may access the content of the Service, including certain clinical content, without registering or setting up an Account. These features include, but are not limited to, general information about Schneck Medical Center, and general clinical content.

b. **Email List.** You may register on the Service to receive emails and other electronic notices and communications from Schneck Medical Center. Registration for electronic communications may not require setting up an Account. When You register for electronic communications, We may require certain personal information, including but not limited to: email address, first and last name, zip code, date of birth, gender and other information related to the particular service You are requesting. Our use of this information is subject to Our then-current Privacy Policy. If You wish to unsubscribe from the electronic communication, then You may do so by using the mechanism included in the communication. If no mechanism is included in the electronic communication, then You may forward the communication to the Notice address indicated herein and indicate Your desire to be removed from the mailing list.

c. **Online Bill Pay.** When you create an Account within the Service, you may choose to utilize the Online Bill Pay function. The Online Bill Pay function may only be used by You to pay bills for You and for individuals for whom You are the medical guardian. You understand that the Online Bill Pay function is not managed by Schneck Medical Center, but is rather operated by a third party provider. YOUR USE OF THE ONLINE BILL PAY SERVICES IS CONDITIONED ON YOUR ACCEPTANCE OF THE TERMS OF USE FOR THE THIRD PARTY PROVIDER.

e. **Patient Portal.** Provided You have received Treatment from Us or one of Our allied health professionals, You may choose to set up an Account and request access to the Patient Portal. The Patient Portal is intended as a secure online means for You to access additional services provided by us, portions of Your electronic health record, and to obtain other medical information from Us and Your physician. The amount of access you will have to the electronic health record maintained by Your Physician depends on if the physician has interconnected with Us and what type of electronic health record system Your physician uses. Your Patient Portal Account provides access to portions of the EHR and may also allow you to submit additional information which may be made available to Your health care providers and stores Your personal health information online, including health

condition, allergies, and medications. Any information provided to the Patient Portal becomes a part of Your Patient Portal Account and may be incorporated into Your EHR. You agree to provide accurate information for Your record, to periodically review such information, and to update such information as needed. If You share Your Patient Portal user name and password with another person, this will allow that person to see your confidential medical information. Schneck Medical Center has no responsibility concerning any breach of Your confidential medical information due to Your sharing or losing Your Account Information. The Patient Portal is a free service and should not be relied on as a permanent copy of Your treatment in the case of an emergency. IF YOU SHOULD EXPERIENCE AN EMERGENCY, YOU SHOULD IMMEDIATELY SEEK APPROPRIATE EMERGENCY CARE OR CALL 911.

#### **4. Minors and Guardians.**

You must be an individual at least thirteen (13) years of age to access the Service and to set up a general Account. You must be at least eighteen (18) years of age, to set up an Account that allows access to the Patient Portal. Schneck Medical Center will allow users younger than these ages to access the Service and/or the Patient Portal upon verifiable parental consent. Parents and/or guardians will be permitted to view, delete, or correct information on his/her child or protected person. Individuals who are seeking proxy access to a patient record should contact Schneck Health Information Services, 411 West Tipton Street, Seymour, Indiana 47274 to obtain proxy access. Access by parents/guardians to patient information may be suspended automatically upon the patient turning 18 and can be reinstated upon request. Our website provides medical information which may include information on reproductive health and other information that parents or guardians may wish to assist their children or protected persons in understanding. Pursuant to 47 U.S.C. Section 230(d), as amended, We hereby notify You that parental control protections are

material that is harmful to minors. Information is available at [www.netparents.org/parentstips/browsers.htm](http://www.netparents.org/parentstips/browsers.htm).

## **5. Indiana.**

Your license to use the Service is predicated on you accessing the Services solely while residing in Indiana and is subject to Your physical presence in the State of Indiana. You are expressly prohibited from accessing any portions of the website and Services, except the web page located at the root domain and this Agreement, from locations outside of the geographic boundaries of the State of Indiana. You expressly waive the application of and protection set forth in any foreign law and agree that Your access to the Services is subject to the laws of the State of Indiana and the United States of America. Those who choose to access the Service from other locations do so at their own risk, and are responsible for compliance with local laws, to the extent local laws are applicable.

## **6. Intellectual Property.**

a. **License and Copyright.** The entire contents of the Service are copyrighted as a collective work under the United States and other copyright laws. Schneck Medical Center holds the copyright in the collective work. The collective work includes works, which are the property of Schneck Medical Center's licensors, which are also protected by copyright and other intellectual property laws. Except where Your use constitutes "fair use" under copyright law, or if such use is for Your own non-commercial use, You may not otherwise use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit or distribute any information from the Service in whole or in part without the express written authorization of Schneck Medical Center. You agree not to change or delete any proprietary notices from materials downloaded from the Service.

You agree to grant to Schneck Medical Center a non-exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services) You submit to or created while using the Service (e.g., in chat rooms, discussion boards, forums and other communities) by any means and in any media now known or hereafter developed. You agree that You shall have no recourse against Schneck Medical Center for any alleged or actual infringement or misappropriation of any proprietary right in Your communication to us.

Any and all trademarks and service marks appearing on the Service are trademarks owned by, or duly licensed to, Schneck Medical Center or any of its affiliates, as well as its business partners. Any unauthorized use of these trademarks is strictly prohibited without the express written permission of Schneck Medical Center.

**b. Digital Millennium Copyright Act.** If You have any copyright concerns about any materials posted on this Service by others, including content posted to Discussion Boards, please let Us know. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512). Please provide Us with written notice ("Notice") by contacting Our Designated Copyright Agent at the following address:

Schneck Medical Center  
Attn: Compliance Officer  
411 West Tipton Street  
Seymour, IN 47274  
(800)808-3198  
[compliance@schneckmed.org](mailto:compliance@schneckmed.org)

To be effective, the Notice must include the following:

- i. A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner ("Complaining Party") of an exclusive right that is allegedly being infringed upon;
- ii. Information reasonably sufficient to permit Schneck Medical Center to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;
- iii. Identification of the allegedly infringing material on the Service ("Infringing Material"), and information reasonably sufficient to permit Schneck Medical Center to locate such material on the Service;
- iv. Identification of the copyrighted work claimed to have been infringed upon ("Infringed Material"), or a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);
- v. A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the Notice is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**c. Third Party Websites and Third Party Rights.** As a convenience to you, the Service contains links to other third party sites that may offer useful information. We do not have any control over the third parties or how such third parties may collect and use Your information. THIS AGREEMENT, AND THE PRIVACY POLICY, DOES NOT APPLY TO THIRD PARTY SITES. We are not responsible for the content or security of third party sites. You should carefully review the terms of any third party sites you visit, as those terms may be different from this Agreement.

You acknowledge that the software for the Patient Portal is licensed by Schneck Medical Center from a third party.

## **7. Disclaimers and Liability.**

a. **Disclaimer.** THE INFORMATION CONTAINED IN THE SERVICE IS PRESENTED IN SUMMARY FORM ONLY AND IS INTENDED TO PROVIDE BROAD CONSUMER UNDERSTANDING AND KNOWLEDGE OF HEALTH CARE TOPICS. THE INFORMATION SHOULD NOT BE CONSIDERED COMPLETE AND SHOULD NOT BE USED IN PLACE OF A VISIT, CALL, CONSULTATION OR ADVICE OF YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE SERVICE, THE SERVICE DOES NOT RECOMMEND THE SELF-MANAGEMENT OF HEALTH PROBLEMS. INFORMATION OBTAINED BY USING THE SERVICE IS NOT EXHAUSTIVE AND DOES NOT COVER ALL DISEASES, AILMENTS, PHYSICAL CONDITIONS OR THEIR TREATMENT. SHOULD YOU HAVE ANY HEALTH CARE-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER PROMPTLY. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ IN THE SERVICE.

INFORMATION ACCESSED THROUGH THIS SERVICE IS PROVIDED "AS IS" AND "AS IS AVAILABLE", WITHOUT WARRANTY, EXPRESS OR IMPLIED. SCHNECK MEDICAL CENTER DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE SERVICE, INCLUDING THE PATIENT PORTAL AT ANY TIME OF YOUR CHOOSING. YOU ARE RESPONSIBLE FOR PRINTING COPIES OF YOUR INFORMATION IF YOU WANT TO HAVE THE INFORMATION AVAILABLE IN THE EVENT THAT THE PATIENT PORTAL IS UNAVAILABLE. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE ARE HEREBY EXCLUDED. SCHNECK MEDICAL CENTER AND INFORMATION PROVIDERS MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS OR COMPLETENESS OF THE INFORMATION, INCLUDING BUT NOT LIMITED TO THE CLINICAL CONTENT ON THE SERVICE OR INFORMATION IN THE PATIENT PORTAL. SCHNECK MEDICAL CENTER AND INFORMATION PROVIDERS CANNOT AND DO NOT WARRANT AGAINST HUMAN AND MACHINE ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR LOSSES, INCLUDING LOSS OF DATA. SCHNECK MEDICAL CENTER AND INFORMATION PROVIDERS CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THIS SERVICE WILL BE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. PLEASE CONTACT HEALTH INFORMATION OR YOUR PHYSICIAN OFFICE IMMEDIATELY IF YOU BELIEVE THAT YOUR INFORMATION ON THE PATIENT PORTAL IS NOT ACCURATE.

ONLINE DISCUSSION BOARDS, FORUMS AND OTHER COMMUNITIES ON THIS SERVICE ("FORUMS") MAY BE MODERATED. THE MESSAGES POSTED IN THESE FORUMS ARE NOT CHECKED FOR MEDICAL ACCURACY. THE OPINIONS EXPRESSED IN THESE FORUMS REFLECT ONLY THE OPINIONS OF THE INDIVIDUAL

AUTHORS AND DO NOT REFLECT THE VIEWPOINT OF SCHNECK MEDICAL CENTER OR ANY OF ITS INFORMATION PROVIDERS. THE SERVICE IS NOT RESPONSIBLE FOR ANY STATEMENTS OR MATERIALS POSTED IN THESE FORUMS.

**b. Limitation of Liability.** THE INFORMATION IS COMPILED FROM A VARIETY OF SOURCES ("INFORMATION PROVIDERS"), INCLUDING BUT NOT LIMITED TO SCHNECK MEDICAL CENTER. NEITHER SCHNECK MEDICAL CENTER NOR ITS AFFILIATES NOR ANY INFORMATION PROVIDER SHALL BE RESPONSIBLE FOR INFORMATION PROVIDED HEREIN (OR OMITTED THEREFROM) UNDER ANY THEORY OF LIABILITY OR INDEMNITY. LIABILITY OF SCHNECK MEDICAL CENTER OR INFORMATION PROVIDERS, IF ANY, FOR DIRECT DAMAGES ARISING OUT OF, OR RELATED TO, THE SERVICE (INCLUDING, WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR PATENT OR COPYRIGHT INFRINGEMENT) SHALL NOT EXCEED THE FEES PAID BY YOU FOR THE PARTICULAR INFORMATION OR SERVICE PROVIDED. IN NO EVENT SHALL SCHNECK MEDICAL CENTER OR ANY INFORMATION PROVIDER BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT REFERRED TO ABOVE, AND ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, ARE HEREBY EXCLUDED EVEN IF SCHNECK MEDICAL CENTER OR THE INFORMATION PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER SCHNECK MEDICAL CENTER NOR ANY INFORMATION PROVIDER SHALL BE RESPONSIBLE FOR ANY STATEMENTS OR MATERIALS POSTED IN CHAT ROOMS, DISCUSSION BOARDS, FORUMS OR OTHER COMMUNITIES ON THE SERVICE, INCLUDING THE PATIENT PORTAL, UNDER ANY THEORY OF LIABILITY OR INDEMNITY, NOR SHALL SCHNECK MEDICAL CENTER BE RESPONSIBLE FOR YOUR RELIANCE ON ANY OF THE CLINICAL CONTENT POSTED ON THE SERVICE.

**c. Indemnification.** You agree to indemnify, defend and hold harmless Schneck Medical Center, its officers, directors, employees, agents, suppliers and Licensors (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or any activity related to Your Account, Your activities on the Service, or the Patient Portal (including negligent or wrongful conduct) by You or any other person accessing the Service using your Service Account.

**d. Third Party Rights.** The provision of paragraph 7(c) is for the benefit of the Service Providers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against You on its own behalf.

## **8. Prohibited Conduct.**

- a. You may not post or transmit any message anonymously or under a false name. You may not permit any other person (other than an agent acting on Your behalf and subject to Your supervision) to access the Service using Your Account for any purpose.
- b. You may not post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person. You may not post or transmit any message, data, image or program which is indecent, obscene or pornographic.
- c. You may not post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion.
- d. You may not interfere with other members' use of the Service, including, without limitation, disrupting the normal flow of dialog in a chat room.
- e. You may not post or transmit any file which contains viruses, worms, "Trojan horses", or any other contaminating or destructive features.
- f. You may not post or transmit any message which is harmful, threatening, abusive or hateful. It is not the Service's intent to discourage You from taking controversial positions or expressing vigorously what may be unpopular views; however, Schneck Medical Center reserves the right to take such action as it deems appropriate in cases where the Service is used to disseminate statements which are deeply and widely offensive and/or harmful or otherwise unacceptable.
- g. You may not post or transmit charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other members to use or purchase goods or services.
- h. You may not: (i) post a single article to more than five (5) areas of the Service; (ii) post to any area which is off-topic according to the owner of the area; or (iii) send unsolicited mass emailings to other members.
- i. You may not use the facilities and capabilities of the Service to conduct any activity or solicit the performance of any activity which is illegal or which infringes on or violates the rights of others.

#### **9. Miscellaneous.**

The Service, including the Patient Portal, is provided to You as a convenience. Schneck Medical Center has the right to terminate Your Patient Portal Access, or Your Account access, at any time for any reason.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. You agree that any legal action or proceeding between Schneck Medical Center and You for any purpose arising out of or concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in Jackson County, Indiana. Any cause of action or claim You may have with respect to the Service must be



commenced within one (1) year after the claim or cause of action arises. Schneck Medical Center's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Schneck Medical Center may assign its rights and duties under this Agreement to any party at any time without notice to You. This Agreement constitutes the entire agreement between You and Schneck Medical Center, and contains all of the understandings and agreements of the parties, in respect of the subject matter hereof.

**10. Term/Termination.**

The license granted to You in order for You to access and use the Service is conditioned on Your complete acceptance of this Agreement without modification. This Agreement shall commence upon Your accessing the Service. Your license to access the Service may be terminated by Schneck Medical Center without notice at any time for any reason. If this Agreement is terminated, You may no longer use the Service, and You agree that any continued use thereof is subject to this Agreement.

## II. PRIVACY POLICY

### 1. Introduction.

Schneck Medical Center is dedicated to maintaining the Service in accordance with all industry standards and legal obligations. This Privacy Policy is designed to give You a clear understanding of how We operate Our Website ("Service") and how We handle Your personal information. All definitions contained in the Terms And Conditions are expressly incorporated herein.

When You visit and navigate the Service, We will not collect personal information (e.g., data that is unique to an individual, such as a name, address, email address or telephone number) about You unless You provide Us that information voluntarily. Such information is required to set up an Account and to access the Patient Portal.

### 2. What We Collect and How We Use It.

You may use portions of the Service without setting up an Account or providing any personal information. However, We require You to register for certain services, including Our free health emails, discussion boards (when available), and other features, including online bill pay and the Patient Portal. When You use these features, We will clearly disclose what information is required, what information is optional and how that information may be used.

We treat any personal information You give Us as confidential. We do not analyze Your personal information nor do We collect specific information about Your use of the Service.

Schneck Medical Center will not disclose to third parties any identifying personal information gathered from You during registration or setting up an Account, unless (1) We tell You how Your information will be used and you give Schneck Medical Center specific permission to share this information or (2) Schneck Medical Center is required to disclose such information by any applicable law or legal process (e.g., a subpoena or court order). Where We disclose identifying personal information to third parties with Your authorization, We will require the recipient to use the information only for the purpose provided. To the extent information You provide is incorporated into Your medical record, Our use of that information is governed by Our Notice of Privacy Practices.

#### a. Emails.

When You sign up for free health emails, Schneck Medical Center maintains information about Your selections only for the purpose of sending You the emails. We do not use identifying personal information for any other purpose although it may be included in anonymous, aggregated statistical information. We will send You only information that You request.

We use the information gathered from email registration in aggregate form only. In other words, we combine the information with data collected from other individuals to produce anonymous, aggregated statistical information. We collect and use demographic information in order to improve the content of Our Web site. We also may share this anonymous, aggregated information, which does not identify individuals, with partners or other third parties. In instances where third parties may receive anonymous, aggregated user information collected

on Our site, Our agreements with the third parties, including sponsors, generally provide that the third parties will not use the anonymous, aggregated user information to identify individual users or sell, disclose or provide access to any user information collected on Our web site that would identify any individual or connect any individual to specific illnesses or conditions.

b. Cookies.

Cookies are small bits of information placed on Your computer's hard drive by a website. It is a simple text file that helps Your browser to remember certain information that the Web site can later retrieve to streamline communication between Your browser and the Web site. Schneck Medical Center does not store this information. Our site can only read the cookies placed on Your computer by Us. We cannot access any information on Your hard drive placed there by You or any other source. Schneck Medical Center uses cookies for user convenience. The cookie will tell Our system certain information so You don't have to fill in the same information each time You visit us. Schneck Medical Center uses only benign cookies that have no functionality. Cookies also may be used by Schneck Medical Center on an aggregate basis to track site navigation. This information is not traceable to an individual user, but is used to improve Our Web site and may be shared with advertisers.

If You click on a sponsorship acknowledgment, or other links on the Service, You will be leaving Schneck Medical Center and will be directed to the sponsor's site. Be aware that Schneck Medical Center has no control over the practices of other Web sites. Your computer may receive cookies from other sites and You will not be protected by Schneck Medical Center's security and privacy policies.

The cookie feature can be turned off on Your browser. For more information on turning off the cookie feature, consult Your browser help section.

c. IP Addresses.

An Internet Protocol (IP) address is a number that is automatically assigned to Your computer by Your Internet Service Provider (ISP) whenever You access the Internet. This number may be the same each time You access the Internet or it may change. Like other Internet sites, Schneck Medical Center uses IP addresses to collect aggregate information about numbers of visitors and Web site usage. The address is logged on Our server when Your computer requests information from Schneck Medical Center. However, to allow users to access Our Web site anonymously, Your IP address is not linked with personal information about You. Schneck

Medical Center reserves the right, in rare instances, to use IP addresses to identify individuals who threaten Our Web site, service or customers.

e. Contests.

When Schneck Medical Center runs a contest, we may ask for personal information when You enter the contest. If so, We will describe in each instance why We are asking for that personal information and how We plan to use that information

f. Patient Portal.

Your physician and other healthcare providers may access Your health information, which is included in the Patient Portal, and may be modified by You, for purposes of treatment, or otherwise in accordance with the privacy and security provisions of HIPAA.

g. Education.

Schneck may use Account Information, including Patient Portal information, from You without further authorization as part of Schneck Medical Center's educational activities and programs, and for research purposes so long as the information is de-identified and used in accordance with applicable state and federal regulations.

**3. HIPAA.**

Schneck Medical Center is fully committed to complying with all federal and state laws and regulations concerning the confidentiality of medical record information. Our HIPAA Notice of Privacy Practices can be found at:  
<http://schneckmed.org/yourvisit/privacypractices.aspx>

**4. Security of Information.**

Schneck Medical Center implements security procedures designed to protect personal information You submit to Us from misuse or unauthorized disclosure. The personal information that You submit to Us is stored in Our database, which We secure using industry standard methods (e.g., an electronic firewall).

Schneck Medical Center endeavors to safeguard Your personal information. However, like other Internet sites, We cannot guarantee that it is completely secure from people who might attempt to evade security measures or intercept transmissions over the Internet.

Similarly, We cannot completely ensure the privacy of email communications to and from Our Web site because they are not encrypted and, therefore, are not secure. These communications, like most Internet email, could be intercepted without Your knowledge and permission, while in transit to or from Our Web site. If You are concerned about Your privacy, We suggest that You do not use email to communicate information to Us that You consider sensitive.

When You register for Schneck Medical Center's free health emails, Your information is not secure during transmission to Us.

## **5. Changing or Deleting Your Personal Information.**

Unsubscribing from Our free health emails does not delete Your personal information from Our system, even if You unsubscribe from all emails. We will delete your personal registration information from the active and searchable areas of Our system at Your request. Be aware, however, that it is not feasible for Us to remove every electronic record that may contain Your data. We cannot remove copies of Your information that may exist in records We create as backup in case Our main data is lost. We also cannot delete information from anonymous, aggregated databases. This information cannot be linked to You. Schneck Medical Center maintains and archives all personally identifiable information provided by users. This data is retained in Our archives and is not deleted.

To have your registration information removed, send Your request to the contact address, below. You will receive a confirmation from Us when we have acted on Your request.

## **6. Privacy Concerns.**

If You have any concerns about the security or privacy of your personal identifiable information on the Schneck Medical Center Web site, please contact Us by email [schneckmed@gmail.com](mailto:schneckmed@gmail.com) or send a written notification to:

Schneck Medical Center Marketing  
Attn: Webmaster  
411 West Tipton Street  
Seymour, IN 47274

## **7. Application of Privacy Policy.**

This Privacy Policy applies only as long as You remain on the Service. Once You leave Schneck Medical Center to visit another site, We have no control over Your privacy or security issues even if You reached the other site by clicking on a link within Our Web site. At times, clicking on a hyperlink within an article will bring up information on another site without warning.

## **8. Effect of Privacy Policy.**

This privacy policy is not intended to and does not create any contractual or legal rights in or on behalf of any party.