

Terms and Conditions

Last updated October 2016.

The Service is an online information and communications service provided by Indiana University Health, subject to your compliance with the terms and conditions set forth below, including all exhibits hereto and the other information which is available in the registration process and on the Service ("Information") and incorporated by reference in this Agreement. This Agreement consists of the Disclaimer set forth above and the terms and conditions set forth below, including all exhibits hereto and the Information.

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 BELOW AND THE DISCLAIMER. IF YOU ARE NOT WILLING TO BE BOUND BY THESE TERMS AND CONDITIONS AND DISCLAIMER, YOU MAY NOT ACCESS OR USE THE SERVICE. IU HEALTH MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON EITHER POSTING OF THE MODIFIED AGREEMENT OR NOTIFYING YOU. YOU AGREE TO REVIEW THE 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.

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1. Equipment. You must provide, at your own cost, all telephone and other equipment and services (including where necessary, telephone service and Internet access service) necessary to access the Service.

2. Operating Policies. You agree to comply with the Operating Policies set forth in Exhibit A, which are the rules that govern user activity in connection with the Service as they may be amended by IU Health from time to time. IU Health may remove any communications and materials that IU Health believes in its sole discretion to violate the Operating Policies; however IU Health does not guarantee that it will remove any or all of such material. Violations of the Operating Policies or other provisions of this Agreement may also result in termination or suspension of the Service.

3. Copyright, Licenses and Idea Submissions. The entire contents of the Service are copyrighted as a collective work under the United States and other copyright laws. IU Health holds the copyright in the collective work. The collective work includes works, which are the property of IU Health's Licensors, which are also protected by copyright and other intellectual property laws. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the material from the different areas of the Service solely for your own non-commercial use. Any redistribution, retransmission or publication of any material is strictly prohibited without the express written consent of the copyright owner. You agree not to change or delete any proprietary notices from materials downloaded from the Service.

You agree to grant to IU Health 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 public areas of the Service (such as chat rooms, discussion boards, forums and other communities) by all means and in any media now known or hereafter developed. You agree that you shall have no recourse against IU Health for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us.

4. Review. IU HEALTH RESERVES THE RIGHT, BUT IS NOT OBLIGATED, TO REVIEW ALL COMMUNICATIONS AND MATERIALS POSTED OR UPLOADED TO THE SERVICE AND TO BLOCK OR REMOVE COMMUNICATIONS OR MATERIALS THAT IT DETERMINES TO BE (A) ABUSIVE, DEFAMATORY OR OBSCENE, (B) FRAUDULENT, DECEPTIVE OR MISLEADING, (C) IN VIOLATION OF A COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANOTHER, OR (D) OFFENSIVE, OBJECTIONABLE OR OTHERWISE UNACCEPTABLE TO IU HEALTH AT ITS SOLE DISCRETION. ANY MESSAGES, ADVICE, OPINIONS OR OTHER INFORMATION CONTAINED IN ANY DISCUSSION AREA SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE OR INSTRUCTION.

5. Indemnification. You agree to indemnify, defend and hold harmless IU Health, 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 (including negligent or wrongful conduct) by you or any other person accessing the Service using your Service account.

6. Third Party Rights. The provisions of paragraphs 5 (Review) and 6 (Indemnification) are for the benefit of IU Health and its officers, directors, employees, agents, suppliers and Licensors. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

7. Term; Termination. This Agreement shall commence upon your accessing the Service and/or completing the registration process. This Agreement may be terminated by IU Health without notice at any time for any reason and may be terminated by you upon notice to IU Health at any time for any reason. The provisions of the Disclaimer set forth above and of paragraphs 4 (Copyright, Licenses and Idea Submission), 5 (Review), 6 (Indemnification), 7 (Third Party Rights) and 9 (Miscellaneous) shall survive any termination of this Agreement.

8. Miscellaneous. 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 IU Health and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in Marion 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. IU Health'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. IU Health may assign its rights and duties under this Agreement to any party at any time without notice to you.

Trademarks and service marks appearing on the Service may be owned by other parties including third parties not affiliated with IU Health.

9. Notice. IU Health may deliver notice to you under this Agreement by means of electronic mail, a general notice on the Service, or by written communication delivered by first class U.S. mail to your address on record in IU Health's account information. You may give notice to IU Health at any time via electronic mail to IU Health or by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address:

IU Health Marketing and Corporate Communications
Attn: Webmaster
340 W. 10th St., Ste. 5200
P.O. Box 1367
Indianapolis, IN 46206

Exhibit A

Operating Policies

These operating policies govern your conduct on the Service. Your failure to comply with these policies may result in suspension or termination of your access to the Service and depending on the circumstances legal action against you.

1. Requirements. You must be an individual at least 18 years of age to register and you must register on the Service under your own name. Please inform IU Health promptly if there is a change in the information you provided to IU Health at the time of registration, including change of address or name.

2. Account Access. If/when you initially register for the Service, you will be asked to select a User ID and Password. IU Health reserves the right to reject or change any User ID you select for any reason in its sole discretion.

3. Online Communications. If applicable, your participation in online communications (discussion boards) is moderated. IU Health reserves the right to monitor content on the Service (including, without limitation, discussion boards) and to remove content which IU Health, in its sole discretion, determines to be abusive, defamatory, obscene, fraudulent, deceptive, misleading, offensive, objectionable or otherwise unacceptable, in violation of the intellectual property right of another or otherwise in violation of these Operating Policies for users of the Service ("Members").

4. Members may not post or transmit any message anonymously or under a false name. Members may not permit any other person (other than an agent acting on Member's behalf and subject to Member's supervision) to access the Service using Member's account for any purpose.

5. Members may not post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person. Members may not

post or transmit any message, data, image or program which is indecent, obscene or pornographic.

6. Members 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.

7. Members may not interfere with other Members' use of the Service, including, without limitation, disrupting the normal flow of dialog in a chat room.

8. Members may not post or transmit any file which contains viruses, worms, "Trojan horses", or any other contaminating or destructive features.

9. Members may not post or transmit any message which is harmful, threatening, abusive or hateful. It is not the Service's intent to discourage Members from taking controversial positions or expressing vigorously what may be unpopular views; however, IU Health 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.

10. Members may not post or transmit charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes. Members may not post or transmit any advertising, promotional materials or any other solicitation of other Members to use or purchase goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose.

11. Members may not: (a) post a single article to more than five (5) areas of the Service; (b) post to any area which is off-topic according to the owner of the area; or (c) send unsolicited mass emailings to other Members.

12. Members 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.

Disclaimer

The information contained in this online site (the "Service") is presented in summary form only and 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. 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 here.

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Online discussion boards, forums and other communities on this Service are moderated forums unless otherwise stated. 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 IU Health or any of its Information Providers. The Service is not responsible for any statements or materials posted in these forums.

YOU UNDERSTAND FURTHER THAT THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOU ACCESS SUCH MATERIALS AT YOUR OWN RISK. IU HEALTH AND INFORMATION PROVIDERS HAVE NO CONTROL OVER AND ACCEPT NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.