

COTTAGE HEALTH ONLINE SERVICES TERMS OF USE

1. ONLINE SERVICES TERMS OF USE

Cottage Health and its affiliates, including but not limited to Santa Barbara Cottage Hospital, Goleta Valley Cottage Hospital, Cottage Rehabilitation Hospital, Santa Ynez Valley Cottage Hospital, Cottage Children's Medical Center, and Cottage Health's specialty care, urgent care, lab services, and other partner or affiliated entities (collectively "**Cottage Health**," "**we**," "**us**," or "**our**"), are pleased to provide to you with certain websites, mobile applications, and other online services ("**Cottage Health's Online Services**" or "**Online Services**"). These Terms of Use, together with any documents expressly incorporated by reference, including [the Cottage Health Privacy Policy and Cookie Notice](#) (collectively, these "**Terms of Use**"), govern your access to and use of the Online Services. **By using or accessing Cottage Health's Online Services, clicking "I Accept," or creating an account, you agree to these Terms of Use.** If you do not agree to these Terms of Use, you may not access Cottage Health's Online Services.

If you think that you may have a medical emergency, call your doctor or emergency medical services (911) immediately or go to a hospital emergency department.

PLEASE NOTE THAT THESE TERMS OF USE CONTAIN AN ARBITRATION PROVISION THAT REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS, WAIVES YOUR RIGHT TO TRIAL BY JURY, AND WAIVES YOUR RIGHT TO PARTICIPATE IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING IN THE EVENT OF CERTAIN DISPUTES WITHIN THE SCOPE OF THE ARBITRATION PROVISION AS SET OUT IN MORE DETAIL BELOW.

2. RELATIONSHIP TO OTHER TERMS AND POLICIES

Cottage Health's [Notice of Privacy Practices](#) describes how information about you that is defined as protected health information under the Health Insurance Portability and [Accountability Act may be used and disclosed](#). [Cottage Health also, separately, has an Online Privacy Policy](#) and Cookie Notice that describes in detail our online information practices and how we gather, use, share, and protect your online information when you use, access, or visit the Online Services. You may review both policies by clicking on the above links.

If there are additional terms associated with a specific online service (for example, Cottage Health MyChart and Cottage Virtual Care), you will be presented with those additional terms at the time you access the online service (the "Additional Terms"). Those Additional Terms supplement these Terms of Use and are incorporated herein. The Additional Terms will apply only to the particular online service indicated and will control for that particular online service in the case of a conflict between these Terms of Use and the Additional Terms.

3. RESTRICTIONS ON USE

Cottage Health owns, licenses, or has other rights to the information on its Online Services. Cottage Health grants site visitors a nonexclusive right to access and use the Online Services solely for personal, informational, and noncommercial use. As a condition of your use

of the Online Services, you warrant to Cottage Health that you will not use the Online Services for any purpose that is unlawful or not permitted by these Terms of Use. We prohibit access to or use of Cottage Health's Online Services, for example, for the purpose of obtaining materials, data, or information to gain a competitive advantage or for commercial purposes. We also prohibit the sharing of your login credentials, including usernames and/or passwords, for payment or with third parties. Cottage Health reserves any rights not expressly granted by these Terms of Use.

4. INTELLECTUAL PROPERTY

The entire contents and design of our Online Services are protected under U.S. and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Cottage Health's Online Services also display multiple trademarks and service marks that are owned by Cottage Health and subject to the trademark rights of Cottage Health. You may look at our Online Services online, download information to your computer to read later, or print copies of pages for yourself, your family, or your friends. However, you may not copy the Online Services or any portion of them for commercial use or distribution, nor may you modify or repost them. You also agree not to display, reproduce, duplicate, copy, sell, resell, exploit, or use in any manner any trademark, service mark, or logo from the Online Services without the express written permission of the owner of the mark or logo.

Consistent with the Digital Millennium Copyright Act (17 U.S.C. § 512), Cottage Health is a registered Service Provider with the United States Copyright Office. Cottage Health also reviews claims of trademark or other intellectual property infringement. Notifications of alleged copyright or other infringement must be sent to Cottage Health's Legal Department, Office of the General Counsel, 400 W. Pueblo Street, Santa Barbara, CA 93102.

5. NO MEDICAL ADVICE

With the exception of Cottage Health MyChart and Cottage Virtual Care, nothing on Cottage Health's Online Services may be considered medical advice, diagnosis, or treatment information. Health- or medical-related information from Cottage Health's Online Services should not be used as a substitute for visiting or speaking with a healthcare professional. The information you obtain from Cottage Health's Online Services may not apply to you, work for you and your personal situation, or may be misunderstood. Cottage Health is not responsible for your use of any information in or on Cottage Health's Online Services. Cottage Health works to keep information current, but information changes quickly and may not be up-to-date. Cottage Health does not warrant the accuracy, completeness, or usefulness of this information. Any reliance on such information is at your own risk.

If you have a medical emergency, call your doctor or emergency medical services provider (911) immediately or go to a hospital Emergency Department. If you are seeking a referral or consultation with a medical expert, please contact our 24-hour main contact line at 805-682-7111. If you need to speak to someone urgently, please do not rely on any email or chat functions provided to you through Cottage Health's Online Services. Communications through Cottage Health's Online Services is not a substitute for appropriate and timely contact with your physician and other medical professionals. You should never change or stop any course of

treatment prescribed by your physician or other medical professional without first consulting him or her.

6. LINKS TO OTHER SITES

Cottage Health's Online Services may include links to third-party websites. We make no representations about any third-party websites. A hyperlink to another party's website does not mean that Cottage Health endorses or accepts the content or use of the site or its privacy practices. The privacy practices of linked sites could be different from those of Cottage Health. If you access third-party linked sites from Cottage Health's Online Services, you are solely responsible for the access and use of the third-party linked sites.

7. INFORMATION RECEIVED FROM YOU

Please note that, except where stated expressly, Cottage Health does not want to receive confidential or other private information from you through the Online Services. Information sent to Cottage Health through the Online Services such as email, data, images, sounds, text, and other content will be deemed not to be confidential except as stated otherwise in our Online Privacy Policy and Cookie Notice. In sending any of this information to Cottage Health, you represent and warrant that you own or control all rights in and to the content, that the content complies with these Terms of Use, and that you grant Cottage Health an unrestricted, irrevocable, worldwide, royalty free license to use, reproduce, display, perform, modify, transmit, and distribute that information in and on all media. You agree not to submit any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; that infringes on any intellectual property or other legal rights; or that violates the legal rights of others, tends to deceive, or promotes illegal activity.

8. PAYING ONLINE FOR SERVICES

Cottage Health offers online payment services. In using the online payment service, you authorize Cottage Health to process and display your account and payment information on a secured internet site. You are responsible for the confidentiality of your password, banking or credit card information, and any account information. Cottage Health is not responsible for any loss you may incur if someone misuses your password, banking or credit card information, or account information. Additional terms may apply to the online payment services as well.

9. DISCLAIMER OF WARRANTIES

YOUR USE OF COTTAGE HEALTH'S ONLINE SERVICES IS AT YOUR OWN RISK. COTTAGE HEALTH'S ONLINE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COTTAGE HEALTH MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE ONLINE SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW, COTTAGE HEALTH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATED TO ITS ONLINE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITATION TO THE ABOVE, COTTAGE HEALTH DOES NOT PROVIDE ANY REPRESENTATION OR WARRANTY THAT (I) ONLINE SERVICES WILL MEET YOUR REQUIREMENTS, (II) ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ONLINE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH ONLINE SERVICES WILL MEET YOUR EXPECTATIONS, NEEDS OR REQUIREMENTS, AND (V) ANY ERRORS ASSOCIATED WITH THE ONLINE SERVICES WILL BE CORRECTED.

COTTAGE HEALTH IS NOT RESPONSIBLE FOR ANY INACCURACIES OR DEFECTS IN THE INFORMATION, SOFTWARE, COMMUNICATION LINES, INTERNET OR YOUR INTERNET SERVICE PROVIDER (ISP), COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE THAT YOU USE TO ACCESS OUR ONLINE SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COTTAGE HEALTH OR ITS AFFILIATES OR THROUGH OR FROM THE ONLINE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO THE ONLINE SERVICE OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE ONLINE SERVICE CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME AND PASSWORD. EXCEPT AS PROHIBITED OR LIMITED BY LAW, COTTAGE HEALTH CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES, OR LIABILITIES ARISING FROM YOUR MISUSE OF ANY PROTECTED HEALTH INFORMATION, ADVICE, IDEAS, INFORMATION, INSTRUCTIONS, OR GUIDELINES ACCESSED THROUGH THE ONLINE SERVICES.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Online Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of damage input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

10. WAIVER, RELEASE, AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT COTTAGE HEALTH, COTTAGE HEALTH AFFILIATES, ANY COTTAGE HEALTH LICENSOR OR SUPPLIER, ANY THIRD PARTY WHO PROMOTES THE ONLINE

SERVICES OR PROVIDES A LINK TO THE ONLINE SERVICES SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES YOU INCUR RELATED TO YOUR ACCESS AND USE OF THE ONLINE SERVICES.

WITH RESPECT TO DIRECT DAMAGES, AND WHERE THE ABOVE EXCLUSION OF INDIRECT AND CONSEQUENTIAL DAMAGES IS LIMITED OR PROHIBITED UNDER LAW, YOU AGREE THAT ANY AND ALL DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES YOU SUFFER OR INCUR RELATED TO YOUR ACCESS TO AND USE OF COTTAGE HEALTH'S ONLINE SERVICES THAT RESULT FROM ANY ACT OR OMISSION OF COTTAGE HEALTH, COTTAGE HEALTH AFFILIATES, ANY COTTAGE HEALTH LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES THE ONLINE SERVICES OR PROVIDES A LINK TO THE ONLINE SERVICES SHALL BE AT MOST—AND ONLY IN THE AMOUNT ACTUALLY PROVEN AS COMPENSATORY DAMAGES AND ACCORDING TO PROOF—\$100.00.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE ABOVE LIMITATIONS AND EXCLUSIONS TO LIABILITY APPLY REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, THE LEGAL THEORY UPON WHICH ANY CLAIM IS BASED, OR THE TYPE OF DAMAGES OR CLAIMS, INCLUDING WITHOUT LIMITATION DAMAGES OR CLAIMS RELATED TO (I) PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF DATA; OR (II) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION; OR (III) ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO YOUR RECORDS, PROGRAMS, OR SERVICES; OR (IV) OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THE ONLINE SERVICE. YOU AGREE THAT THIS LIMITATION APPLIES EVEN IF COTTAGE HEALTH, COTTAGE HEALTH AFFILIATES, ANY COTTAGE HEALTH LICENSOR OR SUPPLIER, AND ANY THIRD PARTY WHO PROMOTES THE ONLINE SERVICES OR PROVIDES A LINK TO THE ONLINE SERVICES HAVE BEEN ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF SUCH DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES.

THE PARTIES AGREE THAT THE EXCLUSIONS OF REMEDIES AND LIMITATIONS SPECIFIED IN THIS SECTION ARE A REASONABLE ALLOCATION OF RISK AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING ANY ALLEGED COTTAGE HEALTH NEGLIGENCE OR GROSS NEGLIGENCE, IF AND AS ALLOWED BY LAW), STRICT LIABILITY OR OTHERWISE, AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT COTTAGE HEALTH OFFERED ONLINE SERVICES TO YOU IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

TO THE EXTENT THE ABOVE LIMITATION OF LIABILITY IS RESTRICTED UNDER LAW, THE ABOVE LIMITATION SHALL BE APPLIED TO THE EXTENT PERMITTED UNDER SUCH LAW.

11. INDEMNIFICATION

You agree to release and waive, and you will indemnify, defend, and hold harmless Cottage Health and any of its parents, subsidiaries, and affiliates, along with any officers, directors, employees, agents, suppliers, partners, and licensors, from and against any and all claims, losses, causes of action, liability, expenses, damages, and costs, including reasonable attorneys' fees, relating to, in connection with, or in any way arising from your violation of these Terms of Use, the use of Cottage Health's Online Services by you, or any other person accessing Cottage Health's Online Services using your account or password. This indemnification obligation applies to any third-party claim or demand, no matter the cause of action, including but not limited to claims for negligence, gross negligence, recklessness, wantonness, or otherwise.

12. GOVERNING LAW

You and Cottage Health agree that your access to Cottage Health's Online Services and these Terms of Use, and any dispute between you and Cottage Health relating to your use of Cottage Health's Online Services and these Terms of Use, will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law rules, except for the Dispute Resolution provision in paragraph 17 below.

13. NO WAIVER AND SEVERABILITY

No waiver by Cottage Health of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition, and any failure by Cottage Health to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any part of these Terms of Use is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other parts of these Terms of Use are still valid and enforceable.

14. MODIFICATION

Cottage Health can modify these Terms of Use at any time, in its sole discretion, without notice to you, and such modifications will be posted here and become effective upon posting online. You should regularly review these Terms of Use because you will be bound by any changes made, and continued use of the Online Services constitutes agreement to any modified terms. Any changes to the Dispute Resolution provision in paragraph 17 will not apply to disputes for which actual notice has already been provided under the pre-arbitration notice provision below.

15. TERM AND TERMINATION

Cottage Health can decide to suspend or terminate access to its Online Services with or without a warning at any time for any reason in Cottage Health's sole discretion. Cottage Health can also assign its rights under the Terms of Use to any other party at any time without notice to you. The provisions of paragraphs 1 (Online Services Terms of Use), 9 (Disclaimer of Warranties), 10 (Waiver, Release, and Limitation of Liability), 11 (Indemnification), 12 (Governing Law), and 17 (Dispute Resolution) will survive any suspension or termination of access to the Online Services.

16. ENTIRE AGREEMENT

These Terms of Use constitute the entire agreement between you and Cottage Health pertaining to the subject matter hereof. It supersedes all other agreements, communications, or representations, oral or written, between us, past or present.

17. DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE CERTAIN DISPUTES ON AN INDIVIDUAL BASIS AND LIMIT THE PROCEDURES BY WHICH YOU CAN SEEK RELIEF FROM COTTAGE HEALTH.

Agreement to Arbitrate and Class Action and Jury Waiver. **You and Cottage Health agree to resolve Disputes (as defined below) with Cottage Health in arbitration and only on an individual basis, and to the maximum extent allowed by applicable law, you and Cottage Health waive any right to pursue claims on a class, collective, or consolidated basis or in a representative capacity. Both you and Cottage Health also waive the right to a jury trial on any Disputes.** The word "Disputes" means any disputes, claims, suits, actions, causes of action, losses, liabilities, and/or demands in any way relating to, in connection with, or arising out of the Online Services or these Terms of Use. "Disputes" do not include, and this arbitration and class waiver provision does not apply to, claims by Cottage Health employees related to the terms or conditions of their employment, claims by Cottage Health patients for alleged medical malpractice, wrongful death, or similar personal physical injury or survivor claims related to a patient's medical care at Cottage Health or by a Cottage Health provider, claims brought under the Computer Fraud and Abuse Act, individual actions brought in small claims court for disputes fully within the scope of such court's jurisdiction, or claims in which either party seeks injunctive or other equitable relief to prevent the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

Pre-Arbitration Notice. You and Cottage Health also agree that each party will notify the other in writing of any Dispute before initiating arbitration, so that we can try to resolve the Dispute informally and individually. Notice by Cottage Health will be sent to you at your last known street and email addresses on file, and notice by you to Cottage Health will be sent by mail to Cottage Health's Legal Department, Office of the General Counsel, 400 W. Pueblo Street, Santa Barbara, CA 93102. The notice of Dispute must be specific and individual to you and include your name, street address, telephone number, and email address used for access to

the Online Services, as well as a brief description of the Dispute, the amount of money (if any) at issue, and the specific relief sought. The notice must be signed and include your handwritten signature or the handwritten signature of a Cottage Health employee, as applicable, depending on which party is initiating the arbitration. You and Cottage Health then agree to negotiate personally, individually, and in good faith to try to resolve the Dispute. If and only if we cannot resolve the Dispute within thirty (30) days after the notice is received, then either party may commence an arbitration proceeding starting thirty (30) days after the notice is received with a written demand for arbitration. Compliance with this pre-arbitration notice provision is a condition precedent for initiating any formal arbitration proceedings.

Arbitration Procedures. To make arbitration as cost-efficient for the parties as possible, the parties agree to initiate any arbitration without using an arbitration service provider and to instead serve directly on the other party a written arbitration demand setting forth the relevant facts and claims. The delivery addresses for service of the written arbitration demand are the same as set out in the notice paragraph above. Each Dispute will be submitted to a single arbitrator selected through mutual agreement of the parties, and the arbitrator will be a licensed attorney or a retired judge. The parties may use a single arbitrator from the lists of court-approved neutrals listed on the website for the U.S. District Court for the Central District of California (linked [here](#)) or another mutually agreed-upon arbitrator. The arbitration will be conducted in Santa Barbara County, California, and the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of arbitration. Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than you and Cottage Health. The arbitrator will have the authority to award monetary damages and other remedies on an individual basis only to the extent available under applicable law and consistent with and subject to the limitation set forth in paragraphs 9 and 10 above. Also, to the fullest extent allowed by law, the arbitrator may award declaratory or injunctive relief only in favor of you or Cottage Health and only to the extent necessary to provide the relief warranted by your or Cottage Health's individual claim. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Issues related to arbitrability of a Dispute, as well as the scope, validity, and enforceability of this Dispute Resolution provision, including the class action waiver terms and whether either party complied with the pre-arbitration notice of Dispute provision above, are for a court to decide, and will be litigated in either the Superior Court of Santa Barbara County, California or federal courts in Santa Barbara County, California. Except as modified by these terms, the parties agree to conduct their arbitration pursuant to the JAMS General Arbitration Rules and Procedures, [available here](#).

Arbitration Fees. The party initiating the arbitration will pay any filing or case initiation fees, up to the amount that would be required to pursue the same claim in court. For individual damages claims with less than \$25,000 at issue, Cottage Health will pay the additional, reasonable fees and costs of arbitration. For claims with more than \$25,000 at issue, claims seeking injunctive or declaratory relief, or in situations where multiple individual claimants, represented by the same law firm or counsel, file similar claims based on the same or similar facts or circumstances resulting in more than \$25,000 at issue across those claims, then the parties will share the fees and costs of arbitration equally. If, however, you are able to demonstrate to the arbitrator that the fees and costs of arbitration will be prohibitive to you as compared to the cost of litigation, Cottage Health will pay as much of the arbitration fees and

costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive for you. If the arbitrator determines that your claim(s) are frivolous, you will reimburse Cottage Health for any amounts paid on your behalf.

Federal Arbitration Act. These Terms of Use affect interstate commerce, and the interpretation and enforceability of this Dispute Resolution provision will be substantively, procedurally, and exclusively governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, to the maximum extent permitted by applicable law, except as modified by these Terms of Use.

Forum Selection. For any dispute not subject to arbitration, you agree to be subject to personal jurisdiction in state and federal courts covering Santa Barbara County, California, and waive any jurisdictional, venue, or inconvenient forum defenses or objections to those courts. If Cottage Health does not enforce any rights under these Terms of Use at any point, it will not be deemed a waiver of any provision or right under these Terms of Use.

18. CHILDREN

The Children's Online Privacy Protection Act of 1998 (COPPA) addresses how information is gathered and used from children under the age of 13. While Cottage Health is a non-commercial, nonprofit organization not subject to COPPA, we are serious about children's privacy. Cottage Health's Online Services are directed at an adult audience and are not intended or designed to attract children under the age of 13, and with the exception of certain information in Cottage Health MyChart as authorized by law, we do not knowingly collect, maintain, or use personal information from children under 13 years of age.

If you learn that your child has provided us with personal information through our Online Services without your consent, you may alert us at medicalrecords@cottagehealth.org. If we learn that a child has provided such personal information, except as required and authorized by law, we will take steps to delete such information.

19. ANY INTERACTIVE AREAS AND SECURITY

Cottage Health provides email and interactive functions for you to communicate with us or otherwise post, submit, publish, display, or transmit content to other users or persons. Cottage Health reserves the right to monitor, review, or remove the content of these communications and materials but disclaims any responsibility to monitor these communications.

Cottage Health also uses commercially reasonable standards of security for protecting the Online Services and information. However, no data transmission over the internet is 100 percent secure. You should take appropriate precautions to protect personal and confidential information, including any passwords or account information, and to use the Online Services and your devices or applications in a secure and responsible manner. You, not Cottage Health, are responsible for the security of your devices and your transmission of information over the internet, and if you have any concerns about the transmission of your information over the internet, you should use other means of communication.

20. CONTACT INFORMATION

Should you have any questions or want additional information regarding these Terms of Use, the Online Privacy Policy and Cookie Notice, or the collection, retention, or management of any information on Cottage Health's Online Services, please send an email to: medicalrecords@cottagehealth.org.

21. REVISION INFORMATION

These Terms of Use were last updated on [1/19/22].