

Terms of Use and Privacy Disclosures

Last Updated October 14, 2020

Terms of Use

These Terms of Use and Privacy Disclosures are made on behalf of the Board of Regents of the University of Oklahoma (“University”) and OU Medicine, Inc. (“OUMI”). The University and OUMI are separate legal entities. The University includes OU Physicians, OU Children’s Physicians, the Harold Hamm Diabetes Center, the OU College of Dentistry Faculty Practice and Resident Clinic, the John W. Keys Speech &Hearing Center, OU Pharmacies, and the Fran and Earl Ziegler College of Nursing Case Management Program. OUMI includes the University of Oklahoma Medical Center, Oklahoma Children’s Hospital, OU Health Edmond Medical Center, the Stephenson Cancer Center, and OU Health Breast Health Network “We” and “Our” and “OU Health” referenced below are inclusive of both the University and OUMI.

Please read these terms of use (“Terms”) carefully before using this website (“Website”), portals, our SMS text notification services, or any other services we may provide (collectively, our “Services”). By using our Services, You are agreeing to these Terms. These Terms may have changed since you last used our Services. Your use of our Services is subject to your compliance with these Terms. These Terms apply to all visits to our Website and all uses of our Services, including (but not limited to) all associated content, information, recommendations, and/or services provided to you by or through our Services. By accessing and using our Services, you hereby agree to these Terms in their entirety. You shall not use our Services (or any part thereof) if you do not agree to be bound by these Terms.

The information contained in or provided by our Services is offered solely for your consideration and is subject to your verification. It is not to be taken as a warranty or representation by which we or our affiliates assume legal responsibility, nor do we grant permission to use or practice anything contained therein, nor recommend such use or practice. Our Services are not intended

to be a substitute for professional medical advice from a qualified healthcare provider. Do not use information provided via our Services to diagnose or treat a health condition or disease without consulting a qualified healthcare provider. There is no physician-patient relationship arising solely by virtue of using the Services. Never disregard professional medical advice or delay seeking it because of something you have read via the Services. Do not use our Services for medical emergency services. In an emergency, call 911, your personal physician, and/or your local emergency assistance number.

Section Titles

The section titles of these Terms are merely for convenience and will not have any effect on the substantive meaning of these Terms.

Changes to These Terms

We reserve the right to revise and update these Terms at any time without notifying you. Please periodically review these Terms, our Privacy Policy, Acceptable Use Policy, and any other policies that may be posted on this Website, each of which are accessible via the Website homepage for any revisions or updates. Continued use of our Services will be considered acceptance of any changes. Certain provisions of these Terms may be superseded or supplemented by expressly designated legal notices or terms on specific pages of this Website.

Entire Agreement

Except as expressly provided in a particular "legal notice" on our Services, these Terms constitute the entire agreement between us and you, respectively, regarding Your use of our Services and content contained therein.

Choice of Law and Venue

This agreement is entered into and performed in the State of Oklahoma, and you accept this agreement is governed by the laws of the State of Oklahoma, without consideration to the

principles of the conflicts of law. Your use of our Services confirms you consent and submit to the personal jurisdiction of the State of Oklahoma and venue of the County of Oklahoma for any state or federal action arising out of the and use of our Services or these Terms. This agreement does not constitute doing business in any other state than the State of Oklahoma or any other country than the United States of America. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to our Services, the Terms or the Privacy Policy must be filed within one year after such claim or cause of action arose or such claim or cause is barred.

Invalidity and Waiver

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.

Accessibility

Nondiscrimination Notice

We comply with applicable federal and state civil rights laws and do not discriminate on the basis of age, gender, disability, race, color, ancestry, citizenship, religion, pregnancy, sexual orientation, gender identity or expression, national origin, medical condition, marital status, veteran status, payment source or ability, or any other basis prohibited by federal, state, or local law.

We provide:

- Free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters; and/or
 - Information in other formats such as large print, audio, and accessible electronic formats.

- Free language services to people whose primary language is not English, such as:
 - Qualified interpreters; and/or
 - Information written in other languages.

If you need access to services or to report a concern regarding discrimination in access to services, please contact us at compliance@oumedicine.com.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights:

- Via the Office of Civil Rights Complaint Portal (<https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>)
- By mail care of U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201
- Or by phone at: 1-800-368-1019 or 1-800-537-7697 (TDD)
- Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Website Accessibility Statement

We are committed to improving the accessibility and usability of our Website.. We strive for the highest level of accessibility for people with disabilities and making every reasonable effort to provide access of our Website to persons who use assistive technologies such as automated tools, keyboard-only navigation, and screen readers. We strive to ensure our Website follows Section 508 Web Accessibility Standards developed by the United States Access Board, as well as the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines 2.0.

Contact Us with Accessibility Questions or Comments

If, at any time, you have questions or concerns about the accessibility of a specific webpage, please send them to by emailing feedback@oumedicine.com.

Liability

Disclaimer

You agree to assume the risk of accessing and using our Services. Our Services, including all content, are provided “as is” and “as available” without any warranties of any kind, whether express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property, to the fullest extent permitted by law. Information accessed via the Services is for general information purposes only and does not create a physician-patient relationship nor does it constitute medical advice.

We do not represent or warrant that the content or information provided or made available via our Services is accurate, complete or current, or that our Services will be uninterrupted or error free, or that any defects in our Services will be corrected, or that our Services or the server that makes our Services available are free of viruses or any other harmful components. We do not make any warranties or representations regarding the use of the materials in our Services in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise, in each case to the fullest extent permitted by applicable law. Information published or made available via our services may refer to products, programs or Services that are not available in your region.

You understand and acknowledge that your sole and exclusive remedy with respect to any defect in or dissatisfaction with our Services is to cease use of our Services. We reserve the right to suspend or withdraw the whole or any part of our Services at any time without notice without incurring any liability.

Limitation of Liability

In no event will any party involved in creating, producing or delivering our Services (or any part thereof), or any other third parties mentioned via our Services (or any part thereof) be liable for any direct, indirect, special, consequential, exemplary or other damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out

of the use, inability to use, or the results of use of our Services (or any part thereof), any websites linked to our Services, or the materials or information contained at any or all such websites, including damages caused by viruses or any incorrectness or incompleteness of the information provided or made available via our Services (or any part thereof), or the performance of the products or Services, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

Indemnity

You agree to defend, indemnify, and hold us, our affiliates, and our respective officers, directors, employees, agents, licensors, and affiliates harmless from and against any and all claims, losses, liability, costs, and expenses (including attorneys' fees) arising from your use of our Services, violation of these Terms, or violation of any third-party rights.

Links to Other Websites

Links to third-party websites by our Services may be provided solely as a convenience. Following third-party links causes you to leave our Services. We are not responsible for, nor do we control, such third-party websites. We also do not claim to have reviewed third-party websites or any associated content. As such, we are not responsible for any of these websites, their content or use of your data. Moreover, we do not endorse or make any representations about any of the websites for which links are provided, or any information, software or other products or materials made available by such third-party websites, or any results that may be obtained from using them. If you decide to access any third-party websites linked to by our Services, you do so entirely at your own risk. The mention of specific products, processes, or services within our Services does not constitute or imply a recommendation or endorsement under any circumstances. The storage or reproduction of our Services (or any part of our Services) in any external website or the creation of links, hypertext, or deep links between our Services and any other website, is prohibited.

We are not responsible for any charges or fees associated with financial transactions that occur on or through third-party websites. Any payments you may make for services you have found

through use of our Services or through any Portal (such as enrolling in a class) are made exclusively through an affiliated third-party website, the separate privacy policy of which applies, and not through our Services or Portal. We encourage you to read the privacy statements of every website that collects personally identifiable information.

Content Ownership

Ownership of Services

Our Services, including all associated information related to our Services, are the property of the University or OUMI and/or our affiliates and licensors. Our Services are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. All rights reserved.

The contents of our Services may be viewed and accessed only for your personal, non-commercial use, provided that all copyright and other proprietary notices are retained on any copies made of the materials. The materials and information available via our Services may not be modified in any way and may not be reproduced, distributed, or used for any public or commercial purpose unless expressly permitted by the owner in writing. Any use of the materials or information available via our Services for any other purpose is prohibited. Nothing herein shall be construed as conferring by implication, estoppel, or otherwise, any license or right under any copyright, patent, trademark or other proprietary interest of us or other third parties. If you breach any of these terms, your authorization to use our Services is terminated and you must immediately destroy any downloaded or printed materials.

Trademarks

All the University's or OUMI's or our affiliates' trademarks, service marks, and trade names ("Trademarks") are trademarks or registered trademarks that belong to us or our affiliates, unless stated otherwise. You may not use or display the Trademarks for any purpose, including but not limited to, in advertising or publicity pertaining to distribution of materials via our Services, without the owner's prior written consent. Any other trademarks appearing on

third-party websites linked to by our Services are the property of the respective owners or operators of those third-party websites.

Copyright Violations

If you believe that your copyrighted work has been copied and is accessible through our Services in a way that constitutes copyright infringement, please notify our designated copyright agent. The notice must include all information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512 (“Copyright Act”). Any claims of copyright infringement concerning our Services should be sent to compliance@oumedicine.com.

User Communications

Any information, including but not limited to remarks, suggestions, ideas, graphics, or other submissions, communicated to us through our Services is the exclusive property of us and/or our affiliates. We are entitled to use any information submitted for any purpose, without restriction (except as stated in our Privacy Policy) or compensation to the person sending the submission. The user acknowledges the originality of any submission and accepts responsibility for its accuracy, appropriateness, and legality. You are prohibited from using our Services to post or transmit any unlawful, threatening, libelous, defamatory, obscene, pornographic, illegal, or any other kind of material that could constitute or encourage conduct that would be considered a criminal offence, violate the rights of any party, or which may otherwise give rise to civil liability or violate any law. You are also prohibited from using our Services to advertise or perform any commercial solicitation. We will have no obligations with respect to such communications. We reserve the right to remove any and all user submissions deemed to be in violation of these Terms.

Online Privacy

Your privacy is important to us. We are committed to the care and improvement of human life, and that includes protecting Personal Information (defined in 5 U.S.C. § 552a (Privacy Act of 1974)). We are dedicated to maintaining information confidentiality and complying with regulatory requirements by – among other things – limiting access to only those users that have a legitimate need to view it, and regularly educating employees on information protection.

This privacy policy (“Privacy Policy”) covers our online privacy practices with respect to use and/or disclosure of information we may collect from you when you access or use our website (“Website”), Portals (as defined below), and any other websites or applications we may provide that link to this Privacy Policy (collectively, our “Services”). Please review our privacy practices and direct any questions to compliance@oumedicine.com. This excludes third party vendors. Users should read available privacy notices on all the third party websites.

The Purposes for Which We Use Personal Information

We may use your Personal Information in one or more of the following ways: (i) to provide, analyze, administer, and improve our Services; (ii) to contact you in connection with healthcare services provided by our doctors and appointments, events or offerings for which you may have applied or registered or about which you may have inquired (iii) to identify and authenticate your access to the parts of our Portal or other password-protected Services that you are authorized to access; (iv) to send you surveys; (v) for recruiting and human resources administration purposes; (vi) to protect our rights or our property and to ensure the technical functionality and security of our Services; and (vii) as required to meet our legal and regulatory obligations.

We may disclose Personal Information about you if we have a good faith belief that disclosure of such information is helpful or reasonably necessary to: (i) comply with any applicable law, regulation, legal process or governmental request; (ii) enforce our terms of use, including investigations of potential violations thereof; (iii) detect, prevent, or otherwise address fraud or security issues; or (iv) protect against harm to our or third parties’ rights, property or safety.

We may transfer Personal Information to third-party service providers to perform tasks on our behalf and to assist us in providing our Services. For example, we may use third-party service providers for security, website analytics, and payment processing. We use commercially

reasonable efforts to only engage or interact with third-party service providers and partners that post a privacy policy governing their processing of Personal Information, and we require our service providers to maintain confidentiality and comply with applicable laws in the processing of Personal Information.

Information Collected through Websites and Portals

Our Website may include opportunities to provide us with Personal Information about yourself. As used in this Privacy Policy, "Personal Information" means any information that may be used, either alone or in combination with other information, to personally identify an individual. We collect information, including Personal Information, from and about our Website users in three ways: directly from you; directly from our web server logs; and with cookies.

Information Provided by You

We and our service providers collect Personal Information through online forms to help us provide certain features of the Services to you. For example, if requesting additional information about a Service, we may request you to fill out a form with information such as your name, email address and phone number. If you do not provide the information required to submit the forms, we may not be able to provide you with related features and services. In cases, you have the opportunity to submit any content you choose into our secure forms. You are responsible for such content.

Email communications you send to us via the email links on our Services may be shared with a customer service representative, other OU and OUMI employee who is most able to address your inquiry. We make every effort to respond in a timely fashion once communications are received. Once we have responded to your communication, it is discarded or archived, depending on the nature of the inquiry.

Web Server Logs

When you access or use our Services, we may track information to administer our Services and analyze its usage. Examples of information we may track include:

- Your Internet Protocol (IP) address
- The kind of browser or computer you use
- Number of links you click within our Services
- State or country from which you accessed our Services Date and time of your visit
- Name of your Internet service provider
- Third-party websites you linked to from our Services Pages or information you viewed on our Services

We use this information to analyze trends, administer and improve our Services, and monitor traffic and usage patterns, both for information security purposes and to help make our Services more useful.

Cookies and Web Beacons

A “cookie” is a small text file that may be placed on your computer's hard drive and is used to tailor our services to you and collect aggregate information regarding usage of our Services by all of our users. Each computer is assigned a different cookie that contains a random, unique number. Our Services use two different types of cookies: a “session” cookie, which is typically used to track a user session (and which expires shortly after the session ends), and a “persistent” cookie, used to track unique visits to the Portal (defined below), as well as how the user arrived at the Portal (e.g., email link or referral link), and the type of user (patient, provider, etc.) visiting. To prevent users from being counted twice, a “persistent” cookie can last anywhere from six months to two years.

Your browser software can be set to warn you of cookies or reject all cookies. Most browsers offer instructions in the “Help” section of the toolbar on how to reset them to reject cookies. If you reject our cookie it may disable some or all functionality of our Services.

Cookies cannot be used to run programs or deliver viruses to your computer. A primary purpose of cookies is to save you time, as a convenience feature. For example, if you personalize a web page, or navigate within a website, a cookie helps the website recall your specific information on later visits. This simplifies the process of delivering relevant content and eases website navigation by saving your preferences and login information, as well as providing personalized functionality.

We use Google Analytics as well as Scorpion Healthcare's proprietary analytics platform to analyze traffic on our Website. For more information on Google Analytics' processing of Personal Information, please see <http://www.google.com/policies/privacy/partners/>. You can opt out of Google Analytics by using a browser plugin provided by Google.

Some features of our Services, such as social media widgets, may use cookies or similar methods to gather information about your use of the Services. They may combine the information in cookies with any Personal Information about you they may have collected through other means. The use of such information by a third party is governed by the privacy policy of that third party.

A "web beacon," "clear GIF," "web bug," or "pixel tag" is a tiny graphic file with a unique identifier that is similar in function to a cookie. It allows us to count the number of users that have visited a specific location of our websites, which in turn can be used to help determine the effectiveness of promotional or advertising campaigns. When used in HTML-formatted email messages, web beacons can tell the sender whether and when the email has been opened. In contrast to cookies, which may be stored on your computer's hard drive, web beacons are typically embedded invisibly in the code used to generate webpages on your screen.

We reserve the right to share aggregated site statistics monitored by cookies and web beacons with our affiliates and partner companies. We handle all information collected by our Services in accordance with this Privacy Policy.

Geolocation Data

We do not collect precise information (e.g., GPS data; latitude and longitude) about the location from which you access our Services, but we do collect information on your region or postal code to help us improve the relevance of our content and securing our Services.

Portal Data Collection

Some of our service areas may provide Portals, used to provide customers secure, private access to their own records at our facilities, as well as certain internet-based services which may include, among other things, assistance in finding a doctor, assistance in scheduling appointments, the ability to register for classes and pre-register for procedures, the ability to make payment for medical services rendered, and access to health and patient education materials and secure messaging (“Portal”).

A Portal may provide you with access to some of your medical records. When you seek access to those records on the Portal, we confirm your identity by asking for such information as your name, email or physical address, other information such as your date of birth, and/or the answers to “secret questions” you set up when you registered to use the Portal. This information may be used to help administer your account. We may need to ask you for the information again when you sign in from a new device. We may ask for information about your location and medical needs to assist with finding a physician. We may also collect and pass on information – which could include, where relevant, health information such as your patient history – to assist you in scheduling appointments, pre-registering for procedures, and registering for classes. For Portal-specific information, check with your Portal provider. [More information here.](#)

Retention of Information

We retain Personal Information for the period necessary to fulfill the purposes for which it was collected, as described in this Privacy Policy, unless a longer retention period is required by law (e.g., laws mandating retention of medical records for a certain period of time). Where practical, we dispose of certain categories of information, including Personal Information, on a regular schedule. For example, we dispose of web server logs after 90 days, information submitted through secure forms after 6 months, access and activity logs relating to the Portal after 1 year, and information collected for analytics purposes on the Website (e.g., information on pages visited on the Website) after 2 years.

Communications Opt-Out

We may send certain messages, including electronic newsletters, notification of account statuses, and marketing communications on a periodic basis. If you do not wish to receive such messages, you may request to discontinue future ones. All such material will contain instructions on how to opt-out of receiving it, although certain messages (such as a secure message sent by a doctor or an account status update via the Portal), may be required and will not have opt-out capabilities.

HIPAA Privacy and Security

If you are one of our patients, your personal information in our possession is protected health information (“PHI”) protected by the Public Law 104-191, the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act. In addition to University and OUMI Privacy Policies, the HIPAA Notices of Privacy Practices of those Provider facilities apply to your PHI.

In collecting Personal Information, our Services may also collect PHI. Just as we strive to protect Personal Information, we are committed to protecting your PHI. You have the right to be notified of breaches that have compromised the privacy or

security of your health information. Your PHI will remain confidential and will only be used or disclosed as detailed on the University and OUMI Notices of Privacy Practices. This protection extends to PHI that is oral, written, or electronic.

HIPAA Privacy and Security Links

University Notice of Privacy Practices: <https://apps.ouhsc.edu/hipaa/npp.asp>

OUMI Notice of Privacy Practices:

<https://www.ouhealth.com/patients-families/notice-of-privacy-practices>

To file a HIPAA complaint related to Services at the University, contact the OU Office of Compliance:

- By phone directly to the Compliance Office: (405) 271-2511
- Anonymously, via the OU Compliance Hotline: (405) 271-2223 / (866) 836-3150
- By mail: PO Box 26901, Oklahoma City, OK 73126-0901
- The complaint form is available online at <https://apps.ouhsc.edu/hipaa/documents/HIPAAComplaintReport-4.2018.docx>

To file a complaint related to Services at OUMI, HIPAA complaint:

- For The Children's Hospital, University of Oklahoma (OU) Medical Center, OU Health Medical Center Edmond (OU Medical Center Edmond), Breast Health Network locations: compliance@oumedicine.com.

Laws Governing Information Collected from Specific Groups

Depending on where you live, you may have a right to lodge a complaint with a supervisory authority or other regulatory agency if you believe that we have violated any of the rights concerning Personal Information about you. We encourage you to first reach out to us at compliance@oumedicine.com so we have an opportunity to address your concerns.

If you are accessing this Website our legal basis for collecting and using the information described in this Privacy Policy will depend on the information concerned and the context in which we collect it. We will collect information from you:

- if we need it to perform our contract with you (i.e., our Terms);
- if the processing is in our legitimate interests, provided these aren't overridden by your interests or rights (such as securing and improving our Services, for example);
- if the processing is for the provision of healthcare or the management of healthcare services (e.g., health information collected from you or made accessible to you through the Portal in accordance with legal requirements governing the confidentiality of such information); or
- if we otherwise have your consent; or
- If we are required by law;

Any requests, questions, or concerns that regarding your personal data as governed by applicable data protection regulation should be directed to OU's Data Protection Officer via email to dataprotection@ou.edu.

If you are visiting our Portal, please be aware that your information may be transferred to, stored or processed in the United States, where our servers are located and our central database is operated. Although the data protection and other laws of the United States and other countries might not be as comprehensive as those in your country, please be assured that we take steps to protect your privacy. By using our Portal, you understand that your information may be transferred to our facilities and those third parties with whom we share it as described in this Privacy Policy. If you wish at any time, you can:

- Change or Update your Personal Information
- Remove or Delete your Personal Information

- Request a copy of your Personal Information

Please be aware that it is not always technically or legally possible to remove or delete your personal information you have provided to us. However, upon receiving your request we will try to remove or delete all personal information stored in our databases. Please send requests to feedback@oumedicine.com.

Children's Privacy

The term "child" means an individual under the age of 18. We will never ask for or knowingly collect Personal Information from children through the Services or Portal. If you are a child, you are not permitted to use the Portal and should immediately exit our Portal or get an adult. Parents of minors may set up accounts for themselves to access their children's medical records only as permitted pursuant to the Terms governing the Portal. If you think we have collected personal information from a child through this Portal, please contact us at compliance@oumedicine.com so we can dispose of the information as required by applicable law.

Policy Changes

We reserve the right to change the terms of this Privacy Policy at any time by posting those changes in revisions to this Privacy Policy. To ensure you have the most current policy information, check here on a regular basis for any updates. Unless otherwise indicated, any changes to this Privacy Policy will apply immediately upon posting to the Website.

