

Terms of Use

The North Brevard County Hospital District operating as Parrish Medical Center, and all of its affiliates including Parrish Medical (collectively, “**Parrish**”) provide comprehensive medical care in Central Florida.

These Terms of Use (the “**Terms**”) together with our Website Privacy Policy govern your use of our websites (including www.parrishhealthcare.com) and related online services that we provide (as used herein, the “**Services**”). The Services can include information about Parrish, general educational information, patient portals for access to electronic medical records and payment of bills, appointment scheduling, and other services to improve access to your healthcare providers.

Parrish requires that all users of our Services adhere to these Terms, including with respect to any electronic content, functionality, features and applications in our Services (collectively, “**Materials**”). By using the Services, you agree to our Terms and Website Privacy Policy, and represent that you are of legal age to form a binding contract with us and meet all of the eligibility requirements herein.

Your right to access or use the Services is terminated if you violate these Terms. We reserve the right to revise these Terms, and any rights not expressly granted herein are reserved. Please check back periodically to review any changes to our Terms.

PLEASE SEE SECTIONS 9-11 BELOW REGARDING YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING OUR SERVICES, INCLUDING MANDATORY ARBITRATION, AND A WAIVER TO A JURY TRIAL OR CLASS ACTION.

NOTE: The use of information provided through our website does not create a doctor-patient or hospital-patient relationship with you. DO NOT disregard your physician or healthcare provider's advice or delay seeking treatment based on information found through the Services, including through any patient portal. Although the Services may provide access to information or facilitate communications with a healthcare professional, the services do not themselves provide any medical advice or diagnosis, and are intended for use by patients, healthcare professionals and other website visitors *FOR INFORMATIONAL PURPOSES ONLY*. IN THE EVENT OF A MEDICAL EMERGENCY, PLEASE CALL 911. OTHERWISE, PLEASE DIRECT ANY MEDICAL QUESTIONS TO YOUR HEALTHCARE PROFESSIONAL.

1. Your Responsibilities

You are responsible for any activity that occurs through your user account and you agree you will not sell, transfer, license or assign your account or any account rights to anyone else. With the exception of individuals or organizations that are expressly

authorized to create accounts on behalf of others, we prohibit the creation of and you agree that you will not create an account for anyone other than yourself. All information you provide to us upon account registration and at all other times must be true, accurate, current and complete to the best of your knowledge, and you agree to update your information as necessary to maintain its truth and accuracy.

2. User Conduct and Restrictions

You may not use the Services for any purpose that is unlawful or prohibited by these Terms.

You may not: (a) decompile, reverse engineer, disassemble, modify, reduce the Services to human readable form or create derivative works based upon the Services or any part thereof; (b) disable any licensing, control or security features of the Services; (c) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its users; (d) merge the Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to the Services to others; (g) use, or allow the use of, the Services or the Materials in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (h) otherwise act in a fraudulent, illegal, malicious or negligent manner when using the Services; (i) post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming, impersonating or intimidating people or entities; (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any "junk mail," "chain letter," "spam" or any other similar solicitation; (k) access or use the Services by means of any automated program, expert system, electronic agent or "bot," and shall not give any other person or entity unauthorized access to the Services; (l) engage in "scraping," copying, republishing, licensing, or selling the data or information on the Services.

3. User Information

You hereby grant us a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use and display the information and materials that you provide to us through the Services as reasonably necessary to provide the Services to you, subject to our Website Privacy Policy and other privacy obligations as described below.

You agree that we are free to use any feedback, ideas or suggestions (“**Feedback**”) that you provide to us with respect to the Services for any purposes whatsoever without any restriction, including developing and marketing new products, services and features without any liability or payment of any kind to you. You waive all intellectual property rights in any such Feedback.

4. Your Privacy

Personal information collected by us in connection with the Services will be maintained in accordance with our posted Website Privacy Policy. However, as stated there, the Website Privacy Policy does not govern how we use your Protected Health Information (“**PHI**”) as defined under the Health Insurance Portability & Accountability Act and related federal and state laws and regulations (collectively referred to as “**HIPAA**”), such as information you provide to us while being treated as a patient of our facilities. ALL PROTECTED HEALTH INFORMATION IS GOVERNED BY OUR [NOTICE OF PRIVACY PRACTICES](#).

5. Reporting Infringement and Other Violations

We respect the intellectual property rights of others, and we prohibit users of our Services from (i) submitting, uploading, posting or otherwise transmitting any materials that violate another person’s intellectual property rights, or (ii) engaging in any activities that violate these Terms. Please report any such issues to us via the contact information provided at the end of these Terms.

6. Our Intellectual Property Rights

We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Services for lawful purposes in accordance with our Terms and Website Privacy Policy, and the governing terms of any business relationship you have with us. The Services contain Materials owned by (or licensed to) us, including name, logo, text, images, audio/visual works, icons and scripts and other materials provided on or through the Services. Except as provided herein or with our express prior written permission, none of the information and Materials provided by the Services may be copied, displayed, distributed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes. Trademarks and service marks that may be referred to in the Services are the property of Parrish or their respective owners. Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission.

7. Links to other sites

The Services may contain links to third party websites, social media platforms or plug-ins. Access to any other website or service referenced in the Services is at your own risk and we are not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on other such sites. We provide these links merely as a convenience and the inclusion of such links does not imply an endorsement, recommendation or approval. The content, accuracy, opinions expressed and other links provided by linked sites are not investigated, verified, monitored or endorsed by us. If you decide to visit, or transact business at any linked site, you do so at your own risk and it is your responsibility to take all protective measures. The third-party sites are not controlled by us, and may have different terms of use and privacy policies, which we encourage you to review.

8. Linking to our Sites

You may link to our Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. The Services may provide certain social media features that enable you to: link from your own or certain third-party websites to certain content on our Services; send communications with certain content, or links to certain content, using the Services; or cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us, and must not otherwise: establish a link from any website that is not owned by you; cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site (for example, scraping, framing, deep linking, or in-line linking); or take any action with respect to the Services that is inconsistent with these Terms. We may disable any social media features and any links at any time without notice in our sole discretion.

9. Disclaimer of Warranties; Limitation of Liability

Nothing in these Terms or our Website Privacy Policy shall be construed or interpreted as (1) denying Parrish any defense available under the laws of the State of Florida; (2) the consent of the political subdivision of the State of Florida to be sued; or (3) a waiver of sovereign immunity of a political subdivision of the State of Florida beyond the waiver provided in Section 768.28, *Florida Statutes*. This paragraph shall survive any termination or expiration of these Terms.

YOUR USE OF THE SERVICES AND MATERIALS IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND MATERIALS ARE PROVIDED "AS IS" WITHOUT A REPRESENTATION OR

WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE SERVICES. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

BY ACCESSING THE SITES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF ANY LAW, WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

We may update our Services and Materials from time to time, but they will not necessarily be complete or up-to-date. Although it is our intention for the Services to be available as much as possible, there may be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We may remove any content from the Services for any reason, without prior notice. Content removed from the Services may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order or similar legal process.

The provisions in our Terms are intended to be only as broad and inclusive as is permitted by applicable law. We recognize that some laws provide consumers specific rights and remedies and expressly prohibit waiver of these rights. Except to the extent required by such laws, as applicable, you waive all damages under any cause of action other than actual damage for out-of-pocket loss. For example, except with respect to these laws, you waive nominal damages, liquidated damages, statutory damages, consequential damages, presumed damages, as well as the imposition of costs and attorney's fees. We reserve all rights, defenses and permissible limitations under applicable law.

We make no representation that the Services are appropriate or available for use in all jurisdictions. Access to any of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services from such jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

10. Indemnification

You agree to indemnify us and hold us harmless from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys' fees, resulting, whether directly or indirectly, from your violation of these Terms. You also agree to indemnify us and hold us harmless from and against any and all claims brought by third parties arising out of your use of the Services and the content you submit to the Services by any means, including without limitation through a posting, a link, reference to other content, or otherwise.

11. Governing Law; Arbitration and Class Action Waiver

THE LAWS OF THE STATE OF FLORIDA WILL GOVERN THESE TERMS AND ANY DISPUTE RELATING TO THE SERVICES, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS. EXCLUDING DISPUTES ADDRESSED THROUGH ARBITRATION AS PROVIDED BELOW, YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN TITUSVILLE, FLORIDA IN RELATION TO ANY CLAIM, DISPUTE OR DIFFERENCE ARISING FROM THESE TERMS, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON CONVENIENS OR OTHER REASON.

We are reachable via the contact information at the end of these Terms to address any concerns you may have regarding your use of the Services. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a precondition to you initiating a lawsuit or arbitration against us. Any matter or dispute relating in any way to your use of the Services or these Terms which is not so resolved shall be submitted to binding confidential arbitration as provided below.

Excluding claims by us for injunctive or other non-monetary relief, any claims related to the Services and any dispute or controversy arising out of or relating to these Terms, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of these Terms, shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Streamlined Arbitration Rules & Procedures then in effect. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be

entered in any court having jurisdiction thereof. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, except to the extent that disclosure may be legally required of a party, necessary to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

The arbitration shall take place in Titusville, Florida or at the option of the party seeking relief, online, by telephone, via written submissions alone or in your state of residence if requested, and be administered by JAMS; provided however, that in the event that five (5) or more individuals seek to initiate (or do initiate) arbitration proceedings against us in a coordinated or related manner (e.g., coordination among plaintiffs or their counsel in regard to similar claims), then instead of such arbitrations being administered by JAMS, we may elect to consolidate such arbitrations before an arbitrator mutually agreed-upon by the Parties (and terminate any pending administration by JAMS), (i) with such arbitrator being a retired federal or state judge and experienced with the subject matter of the arbitration, and (ii) except with respect to administration of the arbitration proceedings, the arbitrator shall follow JAMS Inc. Streamlined Arbitration Rules and Procedures.

YOU WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY JUDICIAL PROCEEDING. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT FOR CONSOLIDATED ARBITRATION AS PROVIDED ABOVE, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree (and for consolidated arbitration as provided above), no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

12. Termination of Services.

We may, in our sole discretion and at any time, change or discontinue providing any part of the Services. We may impose or change fees for use of certain Services with thirty (30) days' advance notice of such change.

13. Entire Agreement; Severability

Except to the extent you are using the Services on behalf of an organization that has entered into a contractual relationship with us for these Services and the terms of that contractual relationship conflict with or otherwise supersede these Terms, you agree that (i) you have read and understood and agree to be bound by these Terms, (ii) these Terms, together with our posted Website Privacy Policy which is incorporated herein by reference, constitute the complete and exclusive statement of the agreement between you and Parrish, and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms.

If any provision of these Terms is found unenforceable, it shall not affect the validity of the remainder of these Terms, which shall remain valid and enforceable according to its terms, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Services.

14. Contact Information

If you have any questions, concerns or comments about these Terms or our Services, please contact us by mail to Parrish Healthcare, 951 North Washington Ave., Titusville, FL 32796, Attention: Communications; or via email to info@parrishmed.com.

These Terms were last updated April 4, 2023.