

Terms of Use

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Use of Winnebago Comprehensive Health System web site does not replace medical consultations with a qualified health or medical professional to meet the health and medical needs of you or a loved one.

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Please check with a physician or health professional if you suspect you are ill. Please review these Terms of Use before using this Web site and from time to time since the Terms of Use may be updated or changed periodically.

1. Agreement. TwelveClansHospital.com is an Internet-based on-line information and communication service. It is sometimes referred to in this Agreement as the Service. You agree to be bound by the terms and conditions of this Agreement, which includes the Winnebago Comprehensive Health System Privacy Policy linked to this Agreement. Winnebago Comprehensive Health System may modify this Agreement at any time by updating this posting, and you agree to be bound by such modification. You agree to review this Agreement periodically to ensure that you are aware of any modifications. Your continued access or use of Winnebago Comprehensive Health System web site after the modifications have become effective shall be deemed your conclusive acceptance of the modified Agreement.

2. License. We hereby grant you the right to view and use this web site subject to the terms and conditions of this Agreement. You may download and/or print a copy of information provided in this web site for your personal use only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any other purpose is expressly prohibited, unless prior written consent is obtained from the respective copyright holder(s). You may contact us at info@twelveclanshospital.com.

3. Privacy. We respect your personal privacy. Please see out [Web Privacy Policy](#) and our

[Patient Privacy Policy](#), which are incorporated by reference into this Agreement, for the details of our commitment.

4. **Links.** Winnebago Comprehensive Health System's web site may contain links to or advertisements for web sites operated by other parties. The links or advertisements are provided for your convenience only. Neither we nor our suppliers control such web sites and we are not responsible for the content and performance of these sites or for your transactions with them. Our inclusion of links to or advertisements for such web sites does not imply any endorsement of the material on such web sites or any association with their operators. See our Privacy Policy regarding information which may be transferred to third parties by using these links or advertisements.

5. **Warranty Disclaimer.** In our content areas this information is provided for educational and entertainment purposes only and should not be interpreted as a recommendation for a specific treatment plan, product or course of action. The content areas should not be relied upon for specific medical advice for you. We and our suppliers assume no responsibility for how you use the information provided through this Service. You should always seek the advice of your physician or other qualified health provider prior to starting any new treatment or with any questions you may have regarding a medical condition. (See our privacy Policy to understand how we will use your personal medical information). **THE INFORMATION ON THIS SITE IS PROVIDED "AS IS."** We and our suppliers make no representations or endorsement about the suitability for any purpose of products and services available through this Service. We and our suppliers do not guarantee the timeliness, validity, completeness or accuracy of information made available to you for any particular purpose. **WE AND OUR SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE PRODUCTS, SERVICES AND INFORMATION CONTAINED ON OR MADE AVAILABLE THROUGH THIS SERVICE.** This includes, but is not limited to warranties regarding the availability of this Service, lack of viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties, or any failure to provide the service. Although our suppliers or we may update the content on this Service from time to time, please note that medical information changes rapidly. Therefore, some of the information may be out of date and/or may contain inaccuracies or typographical errors.

6. **Indemnification.** You agree to indemnify, defend and hold harmless Winnebago Comprehensive Health System, its officers, directors, employees, agents, information providers, partners, advertisers and suppliers from and against all losses, expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of this agreement or any activity related to your account (including infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by you or any other person accessing www.twelveclanshospital.com

7. **Waiver, Release and Limitation of Liability.** You agree that neither Winnebago Comprehensive Health System, nor its officers, directors, employees, agents, information

providers, partners, advertisers or suppliers shall have any liability to you under any theory of liability or indemnity in connection with your use of www.twelveclanshospital.com. You hereby release and forever waive any and all claims you may have against Winnebago Comprehensive Health System, its officers, directors, employees, agents, information providers or suppliers (including but not limited to claims based upon the negligence of Winnebago Comprehensive Health System, its officers, directors, employees, agents, information providers, partners, advertisers or suppliers) for losses or damages you sustain in connection with your use of www.twelveclanshospital.com.

Notwithstanding the foregoing paragraph, the total liability of www.twelveclanshospital.com its officers, directors, employees, agents, information providers, partners, advertisers and suppliers, if any, for losses or damages shall not exceed the fees paid by the user for the particular information or service provided. In no event shall Winnebago Comprehensive Health System, its officers, directors, employees, agents, information providers, partners, advertisers or suppliers be liable to you for any losses or damages other than the amount referred to above. All other damages, direct or indirect, special, incidental, consequential or punitive arising from any use of the information or other parts of www.twelveclanshospital.com are hereby excluded even if Winnebago Comprehensive Health System, its officers, directors, employees, agents, information providers, partners, advertisers or suppliers have been advised of the possibility of such damages.

Neither Winnebago Comprehensive Health System, nor any of its affiliates, directors, officers or employees, nor any third party vendor will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of this site, or resulting from the act or omission of any other party involved in making this site or the data contained therein available to you, or from any other cause relating to your access to or your inability to access the site or these materials, whether or not the circumstances giving rise to such cause may have been within the control of Winnebago Comprehensive Health System or of any vendor providing software or services support.

8. Third Party Rights. The provisions of paragraphs 6 (Indemnification) and 7 (Waiver, Release and Limitation of Liability) are for the benefit of Winnebago Comprehensive Health System and its officers, directors, employees, agents, licensors, suppliers, and information providers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

9. User Representations. You represent and warrant that you are at least 19 years of age and that you possess the legal right and ability to enter into this Agreement and to Winnebago Comprehensive Health System in accordance with this Agreement. You agree to be financially responsible for your use of www.twelveclanshospital.com (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

10. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Winnebago Tribe of Nebraska, without regarding provisions relating to conflicts of

law. You agree that any legal action or proceeding between Winnebago Comprehensive Health System and you for any purpose concerning this Agreement or the parties' obligations under this Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Winnebago, Nebraska, United States. Any cause of action or claim you may have with respect to Winnebago Comprehensive Health System must be commenced within one (1) year after the claim or cause of action arises. Winnebago Comprehensive Health System 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. Winnebago Comprehensive Health System may assign its rights and duties under this Agreement to any party at any time without notice to you.

11. **Notice.** Winnebago Comprehensive Health System may deliver notice to you under this Agreement by means of electronic mail, a general notice on www.twelveclanshospital.com or by written communication delivered by first class U.S. mail to your address on record in Winnebago Comprehensive Health System account information, if any. You may give notice to Winnebago Comprehensive Health System at any time by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address:

Winnebago Comprehensive Health System
225 South Bluff Street
P.O. Box HH
Winnebago, NE 68071

Attn: Chief Executive Officer/President

12. **Severability.** The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.