

## Internet Privacy Policy for Health Services of Northern New York

### Effective Date: December 2011

This Privacy Policy describes Health Services of Northern New York's online data collection practices and how we use and protect your personal information. This Privacy Policy applies to the information collected on this website only and does not apply to information that Health Services of Northern New York obtains about you from other sources.

#### Your Consent

By using the website, you consent to the collection and use of your information in the manner we describe in this Privacy Policy. **IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THIS WEBSITE.**

#### Changes to Our Policy

We reserve the right to modify or amend this Privacy Policy at any time. All changes to this Privacy Policy will be effective immediately upon their posting to the website. We will notify you of material changes to this Privacy Policy by conspicuously posting the changes on the website. Information collected before changes are made will be treated in accordance with the previous Privacy Policy. Each version of our Privacy Policy will be prominently marked with an effective date.

### **CONTINUED USE OF THE WEBSITE AFTER THE EFFECTIVE DATE OF A PRIVACY POLICY WILL INDICATE YOUR AGREEMENT TO ANY MODIFIED TERMS.**

#### Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Health Services of Northern New York's use and disclosure of certain information may be subject to the requirements of the Health Insurance Portability and Accountability Act of 1996, commonly referred to as HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). Any information that you submit to us that constitutes "Protected Health Information" is subject to HIPAA and HITECH. The term "**Protected Health Information**" or "**PHI**" refers to personally identifiable information about your past, present or future physical or mental health or condition, and the provision of healthcare to you or the past, present or future payment for such care.

## **WE MAY USE AND DISCLOSE YOUR HEALTH INFORMATION IN THE FOLLOWING WAYS:**

**1. Provision of care.** Our organization may use your identifiable health information in order to provide care for you. Many of the people who work for our organization may use or disclose your identifiable health information in order to plan and provide care to you. Additionally, we may disclose your identifiable health information to others who may assist in your care, such as your physician, therapists, spouse, children or parents.

**2. Payment.** Our organization may use and disclose your identifiable health information in order to bill and collect payment for the services and items you may receive from us. For example, we may contact your health insurer to certify that you are eligible for benefits (and for what range of benefits), and we may provide your insurer with details regarding your treatment to determine if your insurer will cover or pay for your treatment. We also may use and disclose your identifiable health information to obtain payment from third parties that may be responsible for such costs, such as family members. Also, we may use your identifiable health information to bill you directly for services and items.

**3. Health Care Operations.** Our organization may use and disclose your identifiable health information to operate our business. As examples of the ways in which we may use and disclose your information for our operations, our organization may use your health information to evaluate the quality of care you received from us or to conduct cost-management and business planning activities for our organization.

**4. Disclosures Required by Law.** Our organization will use and disclose your identifiable health information when we are required to do so by federal, state or local law.

## **D. USE AND DISCLOSURE OF YOUR IDENTIFIABLE HEALTH INFORMATION IN CERTAIN SPECIAL CIRCUMSTANCES.**

The following categories describe unique scenarios in which we may use or disclose your identifiable health information:

**1. Public Health Risks.** Our organization may disclose your identifiable health information to public health authorities that are authorized by law to collect information for the purpose of:

- Maintaining vital records, such as births and deaths.
- Reporting child abuse or neglect.
- Preventing or controlling disease, injury or disability.
- Notifying a person regarding potential exposure to a communicable disease.
- Notifying a person regarding a potential risk for spreading or contracting a disease or condition.
- Reporting reactions to drugs or problems with products or devices.
- Notifying individuals if a product or device they may be using has been recalled.
- Notifying appropriate government agency(ies) and authority(ies) regarding the potential abuse or neglect of an adult patient (including domestic violence);

however, we will only disclose this information if the patient agrees or we are required or authorized by law to disclose this information.

- Notifying your employer under limited circumstances related primarily to workplace injury, illness or medical surveillance.

**2. Health Oversight Activities.** Our organization may disclose your identifiable health information to a health oversight agency for activities authorized by law. Oversight activities can include, for example, investigations, inspections, audits, surveys, licensure and disciplinary actions; civil, administrative, and criminal procedures or actions; or other activities necessary for the government to monitor government programs, compliance with civil rights laws and the health care system in general.

**3. Lawsuits and Similar Proceedings.** Our organization may use and disclose your identifiable health information in response to a court or administrative order if you are involved in a lawsuit or similar proceeding. We may also disclose your identifiable health information in response to a discovery request, subpoena or other lawful process by another party involved in the dispute but only if we have made an effort to inform you of the request or to obtain an order protecting the information the party has requested.

**4. Law Enforcement.** We may release identifiable health information if asked to do so by a law enforcement official:

- Regarding a crime victim in certain situations, if we are unable to obtain the person's agreement.
- Concerning a death we believe might have resulted from criminal conduct.
- Regarding criminal conduct at our offices.
- In response to a warrant, summons, court order subpoena or similar legal process
- To identify/locate a suspect, material witness, fugitive or missing person.
- In an emergency, to report a crime (including the location or victim(s) of the crime or the description, identity or location of the perpetrator).

**5. Serious Threats to Health or Safety.** Our organization may use and disclose your identifiable information when necessary to reduce or prevent a serious threat to your health and safety or the health and safety of another individual or the public.

**6. Worker's Compensation.** Our organization may release your identifiable health information for workers' compensation and similar programs.

## **E. YOUR RIGHTS REGARDING YOUR IDENTIFIABLE HEALTH INFORMATION**

You have the following rights regarding the identifiable health information that we maintain about you:

**1. Confidential Communication.** You have the right to request that our organization communicate with you about your health related issues in a particular manner or at a certain location. For instance, you may ask that we contact you at home rather than at work.

You must specify the requested method of contact or the location where you wish to be contacted. Our organization will accommodate **reasonable** requests. You do not need to give a reason for your request.

**2. Requesting Restrictions.** You have the right to request a restriction in our use or disclosure of your identifiable health information for treatment, payment or health care operations. Additionally, you have the right to request that we limit our disclosure of your identifiable health information to individuals involved in your care or the payment for your care, such as family members and friends. **We are not required to agree to your request**; however if we do agree, we are bound by our agreement except when otherwise required by law, in emergencies or when the information is necessary to treat you.

Your request must describe in a clear and concise fashion: (a) the information you wish restricted; (b) whether you are requesting to limit our practice's use, disclosure or both; and (c) to whom you want the limits to apply.

**3. Inspection and Copies.** You have the right to inspect and obtain a copy of the identifiable health information that may be used to make decisions about you, including patient medical records and billing records but not including psychotherapy notes.

Our organization may charge a fee for the costs of copying, mailing, labor and supplies associated with your request. Our organization may deny your request to inspect and/or copy in certain limited circumstances; however you may request a review of our denial. Another licensed health care professional chosen by us will conduct reviews.

**4. Amendment.** You may ask us to amend your health information if you believe it is incorrect or incomplete, and you may request an amendment for as long as the information is kept by or for our organization.

You must provide us with a reason that supports your request for amendment. Our organization will deny your request if you fail to submit your request (and the reason supporting your request) in writing. Also, we may deny your request if you ask us to amend information that is: (a) accurate and complete; (b) not part of the identifiable health information which you would be permitted to inspect and copy; or (d) not created by our organization, unless the individual or entity that created the information is not available to amend the information.

**5. Accounting of Disclosures.** All of our patients have the right to request an “accounting of disclosures.” An “accounting of disclosures” is a list of certain disclosures our organization has made of your identifiable health information

**6. Right to File a Complaint.**

If you believe your privacy rights have been violated, you may file a complaint with our organization or with the Secretary of the Department of Health and Human Services.

All complaints must be submitted in writing. **You will not be penalized for filing a complaint.**

**7. Right to Provide an Authorization for Other Uses and Disclosures.** Our organization will obtain your written authorization for uses and disclosures that are not identified by this notice or permitted by applicable law. Any authorization you provide to us regarding the use and disclosure of your identifiable health information may be revoked at any time in writing. After you revoke your authorization, we will no longer use or disclose your identifiable health information for the reasons described in the authorization. Please note, we are required to retain records of your care.

## Information We May Collect

### Non-Personally Identifiable Information

When you visit our website, we may passively collect non-personally identifiable information about you via certain Internet technology tools. This information consists of your IP address, cookies and web beacons, as well as information regarding the type of browser and operating system that you use, along with other similar analytic data.

Your "IP address" is usually associated with the network location and physical location from which you enter the Internet.

The term "cookies" refer to electronic data stored by your computer browser. The cookies enable us to facilitate your access to different aspects of the website. For example, by showing when and how you visit our website, cookies help us to see which pages of the website are popular and which are not. Cookies can also help us to improve your enjoyment of this website, for example, by remembering your address or other information when you request information or services on the website. Most web browsers automatically accept cookies, but you can disable this function so that your browser will not accept cookies. Please be aware that if you disable this function, it may impact your use and enjoyment of the website.

The term "web beacons" refer to Internet tools, such as transparent images on the website or in emails that we may send to you that help us to determine, for instance, whether a page has been viewed or an email opened. For example, when you ask us to send you information on a promotion or newsletter, we may use web beacons to determine how many of the emails that we sent you were actually opened. In general, any electronic image viewed as part of a web page, including a banner ad, can contain a web beacon.

These Internet technology tools allow us to track the internet browser most commonly used to access our site and the pages that are most popular. These statistics assist us in making our website more user-friendly and accessible.

We may also ask that you participate in anonymous surveys, which allow us to collect additional data to help us improve our site. Participation in such surveys is voluntary and is not connected to any of your personal information.

We may also use third party service providers to assist us in collecting and analyzing this non-personally identifiable information.

### **Personally Identifiable Information**

In your use of the website, we may collect any information that you voluntarily share with us. This information may be collected when you send us emails or voluntarily submit information to us via the website. This information may include your (1) contact information (such as name, address, email address and phone number), (2) age, (3) gender, (4) date of birth, (5) insurance information, (6) health and medical information, (7) account numbers, (8) financial and payment information, and (9) any other information you choose to provide us, subject to applicable laws and the terms of this Privacy Policy.

We may also use third party service providers to assist us in collecting and maintaining this personally identifiable information. However, we require such service providers to maintain the confidentiality of such information.

## **How We Use the Information We Collect**

### **Non-Personally Identifiable Information**

We use non-personally identifiable information in the aggregate to determine how much traffic the website receives, to statistically analyze website usage, to improve our content, and to customize the website's content, layout and services. In addition, we may use your IP address to help diagnose problems with our server, to manage the website and to enhance the website based on the usage pattern data we receive.

### **Personally Identifiable Information**

We will use personally identifiable information solely for the purpose for which you provide it and as otherwise may be disclosed at the point of collection. For example, we may use your contact information as provided to us, such as email address, telephone number, and/or mailing address, to contact you regarding administrative notices and communications related to your use of the website or otherwise as you may request, such as for an employment application. As another example, we may use your financial and insurance information to process payments you request or otherwise adjust your account. We will not send you promotions or announcements unless you give us permission to do so.

In providing our services to you, your personal information may be disclosed to or collected by third-party suppliers specifically involved in the processing of your information received via the website and as otherwise necessary to manage our website and provide the services you request. We may also use third party service providers to host the website and gather and use on our

behalf your personal information as contemplated by this Privacy Policy and applicable law. All such third parties are subject to confidentiality obligations in an attempt to protect your information as much as is commercially reasonable.

In addition, we may use your Personal Information in the aggregate in a non-identifiable way in order to better understand the services being provided, how to improve these services and how to improve the website. We may provide this aggregated information to third parties, but when we do so we do not provide any of your personal information without your express permission.

We may also use or disclose your personal information and review the status or activity of multiple users to resolve disputes, investigate problems, and enforce our website [Terms of Use](#) or other agreement with Health Services of Northern New York. We may disclose or access information whenever we believe in good faith that the law so requires, upon sale or reorganization of our company or some or all of its assets, or if we otherwise consider it necessary to do so to maintain service and improve our products and services.

Except as stated above, we will never sell, distribute, or release to a third party your personal information without your express permission.

#### **Access to Your Personally Identifiable Information**

Upon written request and verification of your identity, we will provide you with your personal information in our possession as well as the personal information, if any, that we have disclosed to third parties. Requests for such information should be sent to the contact information below.

You may also update, correct, or delete your personal information in our possession by contacting us using the contact information below.

#### **Handling of Electronic Records and Backup**

In general, we will retain all information collected through the website for, at a minimum, the length of time permitted by law. However, we will delete any personally identifiable information in our database upon your [request](#) or as otherwise required by law. We may, however, retain non-personally identifiable information indefinitely.

We maintain backup files as a protection against natural disasters, equipment failures, or other disruptions. Backup files protect you and us because they lower the risk of losing valuable data. Backup files may contain records with your personal information. Removing a record from our active files and databases does not remove that record from any backup systems. Such backup data will eventually be passively deleted as backup records are erased through the normal recycling of backup files. In the meantime, as long as backup records exist, they receive the same security protections as our other records.

## Security

Communications between your browser and portions of the website containing personally identifiable information are protected with Secure Socket Layer (SSL) encryption. This encryption is to help protect your information while it is being transmitted. Once we receive your information we strive to maintain the physical and electronic security of your personal information using commercially reasonable efforts.

NO DATA TRANSMISSION OVER THE INTERNET OR ANY WIRELESS NETWORK CAN BE GUARANTEED TO BE PERFECTLY SECURED. AS A RESULT, WHILE WE TRY TO PROTECT YOUR PERSONAL INFORMATION USING ENCRYPTION TECHNOLOGY, WE CANNOT ENSURE OR GUARANTEE THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO US, AND YOU DO SO AT YOUR OWN RISK.

## In the Event of a Security Breach of Your Personal Information

If we determine that your personal information has or may have been reasonably disclosed due to a security breach of our systems, we will notify you, at the contact information provided to us, in accordance with and to the extent permitted by applicable state and federal law.

## Third Party Privacy Practices

This Privacy Policy applies only to this website as provided by Health Services of Northern New York. This website may contain links to other websites, which may be subject to a different privacy policy or are otherwise maintained or provided by a third party. We are not responsible for the privacy practices of any third party website you access from this website. You should review the privacy policy of every website before using the website or submitting any information to the website.

## Children under the Age of 13

No part of the website, or any services made available through the website, are designed or intended to attract children under the age of 13. No personal information is knowingly collected from any person under the age of 13.

## Contact Information

If you have any questions or concerns about this Privacy Policy or Health Services of Northern New York's privacy practice, or access to your personal information, please contact us at the following:

Health Services of Northern New York, Inc.

Attn: Matthew O'Bryan, Administrator

56 Market Street

Potsdam, NY 13676

## Website Terms of Use

Effective Date : December 2011

Welcome to the Health Services of Northern New York website! Health Services of Northern New York maintains this website for your personal information, education and communication. Your access to and use of this website is subject to the following Terms of Use. Please read these Terms of Use carefully before accessing or using the website so that you fully understand your rights and responsibilities.

**IN THE EVENT OF A MEDICAL EMERGENCY, CALL 911. IF THIS IS A MEDICAL EMERGENCY, PLEASE IMMEDIATELY CALL EMERGENCY PERSONNEL (911) TO GET PROMPT MEDICAL ATTENTION. DO NOT DISREGARD OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF CONTENT YOU HAVE READ ON THIS WEBSITE OR ADVICE OBTAINED THROUGH THIS WEBSITE. THIS WEBSITE DOES NOT CONTAIN MEDICAL ADVICE AND WE DO NOT MONITOR THIS WEBSITE FOR MEDICAL DIAGNOSTIC OR EMERGENCY HEALTH CARE PURPOSES.**

### Your Agreement

ALL PAGES WITHIN THIS WEBSITE AND ANY INFORMATION, MATERIAL, CONTENT OR SERVICES MADE AVAILABLE ON OR THROUGH THE WEBSITE ARE PROVIDED SUBJECT TO YOUR AGREEMENT WITH THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR USE OF THIS WEBSITE WILL INDICATE YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS OF USE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, PROMPTLY EXIT THIS WEBSITE.

### Changes to These Terms of Use

Health Services of Northern New York reserves the right to modify or amend these Terms of Use at any time. All changes shall be effective immediately upon their posting. Material changes will be posted conspicuously on the website. By accessing the website following posting of changes to the Terms of Use, you agree to all such changes.

### Your Representations

You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to be legally bound by these Terms of Use. You agree to be responsible for your use of the website and to comply with your responsibilities and obligations as stated in these Terms of Use.

If you are not 18 years of age, you are not permitted to use this website and must exit now.

### **Purpose of This Website**

The information contained in this website is presented for the purpose of educating consumers on health and wellness topics, providing general information on Health Services of Northern New York, and providing tools to assist you in managing your health and the health of your family. **NOTHING CONTAINED IN THE SITE IS INTENDED TO BE ADVICE FOR MEDICAL DIAGNOSIS OR TREATMENT AND SHOULD NOT BE RELIED UPON AS YOUR PRIMARY SOURCE OF YOUR HEALTH OR MEDICAL INFORMATION.**

**THE INFORMATION SHOULD NOT BE CONSIDERED COMPLETE, NOR SHOULD IT BE RELIED ON TO SUGGEST A COURSE OF TREATMENT FOR A PARTICULAR INDIVIDUAL. IT SHOULD NOT BE USED IN PLACE OF A VISIT, CALL, CONSULTATION OR THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE WEBSITE. INFORMATION ON THIS WEBSITE IS INTENDED TO AUGMENT OTHER SOURCES OF INFORMATION AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR YOUR PERSONAL RESPONSIBILITY AND DILIGENCE.**

INFORMATION CONTAINED IN THE WEBSITE IS NOT EXHAUSTIVE AND DOES NOT COVER ALL DISEASES, AILMENTS, PHYSICAL CONDITIONS OR THEIR TREATMENT. SHOULD YOU HAVE ANY HEALTH CARE RELATED QUESTIONS, CALL OR SEE YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER PROMPTLY, OR CONTACT YOUR LOCAL EMERGENCY SERVICES IN CASE OF AN EMERGENCY. ALWAYS CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH YOUR HEALTH CARE RELATED QUESTIONS, OR BEFORE EMBARKING ON A NEW TREATMENT, DIET OR FITNESS PROGRAM.

### **Website Content**

Although Health Services of Northern New York attempts to ensure the integrity and accuracy of the content on the website, it makes no guarantees whatsoever as to the correctness or accuracy of such content. It is possible that the website and its content could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to the website by third parties. In the event you become aware of an inaccuracy, please inform Health Services of Northern New York so that it can be corrected.

**NEITHER Health Services of Northern New York NOR ANY THIRD PARTY SOURCE MAKES ANY WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE WEBSITE OR ANY CONTENT OR INFORMATION CONTAINED WITHIN IT.**

The website may contain health or medical related materials that you find sexually explicit or otherwise offensive. Health Services of Northern New York accepts no responsibility for such materials. Use of the website is at your own risk.

Information contained on the site may be changed or updated without notice. Health Services of Northern New York reserves the right to modify such information without any obligation to notify past, current or prospective website users.

You are responsible for the accuracy of information that you submit to us via this website. We have no obligation or liability for any information that is not accurate.

### **Online Employment Applications**

Health Services of Northern New York accepts applications for employment online. You may register to submit your application or resume online. Submission of your resume or online application for employment does not guarantee or entitle you to any employment or consideration for any particular position.

### **Restrictions on Your Use**

You may view material from the website for your own personal use or the internal use of your business. You may not download, reproduce or otherwise distribute any materials on this website without our prior express written consent and/or the consent of any third party copyright owner.

Any rights that are not expressly granted by these Terms of Use or any applicable end user license agreements are reserved by Health Services of Northern New York.

You may not use this website or its content for any purpose prohibited or restricted by law or in violation of these Terms of Use.

### **Intellectual Property Rights**

The website and its content is the property of Health Services of Northern New York, its affiliates or its third party sources and vendors. The website and its content are protected by federal and international copyright and trademark laws. The distinctive and original layout and presentation of the website also constitutes protectable trade dress under applicable federal law.

"Health Services of Northern New York" and the logo are trademarks and service marks of Health Services of Northern New York. All other trademarks, service marks and logos used on this website are the trademarks, service marks or logos of their respective owners.

No portion of the materials on these pages may be reprinted, republished, modified or distributed in any form without the express written prior permission of Health Services of Northern New York and/or any third party copyright holder. Any unauthorized use of any trade dress, marks, or any other intellectual property belonging to Health Services of Northern New York or any third party is strictly prohibited, and may be prosecuted to the fullest extent of the law.

## **NO WARRANTY**

Health Services of Northern New York cannot and does not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. Health Services of Northern New York cannot and does not guarantee or warrant that this website will be free of infection by viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. Health Services of Northern New York and its information providers do not warrant or guarantee that the functions or services performed in the site will be uninterrupted or error-free or that defects in the website will be corrected.

**THIS WEBSITE IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND DISCLAIMS ALL SUCH WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.**

Health Services of Northern New York **MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS WEBSITE, OR USE OF MATERIAL, INFORMATION OR DATA DOWNLOADED OR OTHERWISE OBTAINED FROM THIS WEBSITE, OR REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THIS WEBSITE.** Health Services of Northern New York SHALL HAVE NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATION.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR ACCESS OR USE OF THE INTERNET AND THIS WEBSITE. You acknowledge and agree (1) that your use of this website is at your own discretion and risk, (2) that use of any material, information or data downloaded or otherwise obtained through the use of this website is at your own discretion and risk, and (3) that you are solely responsible for any damage to your computer system for loss of data that results from the download of such material, information or data, and for any other form of damage that may be incurred.

No advice or information, whether oral or written, obtained by you from Health Services of Northern New York or in any other manner from this website shall create any warranty.

## **LIMITATION OF LIABILITY**

NEITHER Health Services of Northern New York, ITS AFFILIATES, ANY THIRD PARTY SUPPLIER NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE RESPONSIBLE OR LIABLE TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR ACCESS OR USE OF THE WEBSITE OR ANY OF ITS CONTENT OR SERVICES.

FURTHERMORE, NEITHER Health Services of Northern New York, ITS AFFILIATES, ANY THIRD PARTY SUPPLIER NOR THEIR RESPECTIVE OFFICERS, DIRECTORS,

EMPLOYEES OR AGENTS SHALL BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES OF ANY KIND ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE AND/OR ANY CONTENT ON THE WEBSITE, WHETHER SUCH DAMAGES ARE BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Health Services of Northern New York HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR ANY DAMAGE RESULTING FROM THE SITE IS TO STOP USING THE SITE, EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

### **Indemnification**

You agree to indemnify, defend and hold harmless Health Services of Northern New York, its affiliates and their respective officers, directors, employees and agents from and against all losses, expenses, liabilities, damages and costs, including without limitation reasonable attorney fees, resulting from or arising from any use of the website or its content or any violation of these Terms of Use.

### **Privacy Policy**

Use of this website is also governed by the terms of the Health Services of Northern New York [Privacy Policy](#), which are incorporated into these Terms of Use by this reference.

### **Security**

Health Services of Northern New York uses encryption technology during the collection of personally identifiable information to protect the personally identifiable information that we collect from you, as further described in our [Privacy Policy](#). However, we cannot ensure that your information will not be intercepted or misused by others.

Carefully choose, use, and save your passwords for any private access portion of this website, such as the online employment application portal and Physicians Portal. Health Services of Northern New York has no control over use of passwords, and cannot tell whether someone else is accessing the website under your password. As a result you are solely responsible for any use of your password or other login information by you or any third party and Health Services of Northern New York has no responsibility or liability for any such use.

### **Third Party Sites**

Health Services of Northern New York has no liability for any third party website that you may access through this website. When you access a third party website, please understand that it is

independent from Aurora Health Care, and that Aurora Health Care has no control over the website or its content.

In addition, Health Services of Northern New York does not endorse any third party whose website may be linked from this website. Health Services of Northern New York does not and cannot ensure that the propriety, security or accuracy of any third party website.

### **Disputes, Choice of Law and Venue**

These website Terms of Use are a binding agreement between you and Health Services of Northern New York, entered into in the State of New York, and shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law rules. Each party to these website Terms of Use submits to the exclusive jurisdiction of the state and federal courts sitting in the State of New York, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

In any action to enforce these website Terms of Use, Health Services of Northern New York will be entitled to all costs and attorney fees it incurs.

This website is not targeted to users in any particular locality, nor is it intended to constitute the doing of business in any jurisdiction, nor to be a solicitation of business anywhere on behalf of Health Services of Northern New York or any of its affiliated entities, nor to constitute any contacts with any jurisdiction outside the state of New York.

Notice may be given to you as a user of this site by posting information to this site. Notice may be given to Health Services of Northern New York only by delivery to Health Services of Northern New York, Attention: Administrator, 56 Market Street, Potsdam, NY 13676

### **Entire Agreement**

These website Terms of Use, along with the Health Services of Northern New York [Privacy Policy](#), constitute the entire agreement between Health Services of Northern New York and you pertaining to the subject matter hereof. If a court deems any provision of this Agreement unenforceable or invalid, then the court shall modify such provision to the minimum extent necessary to make such provision enforceable and valid. Should such modification prove impossible or impracticable then the provision shall be severed and the remaining terms of this Agreement shall be interpreted and read to give them maximum enforceability.