

## Terms of Use

Please note that these Terms of Use and linked policies only apply to the Seahurst Pediatrics PLLC websites and content. Seahurst Pediatrics PLLC provides links to third-party websites that are not operated by Seahurst Pediatrics PLLC. Seahurst Pediatrics PLLC users who link to a third-party Web site must recognize that our Terms of Use and other policies do not extend beyond the borders of the S Seahurst Pediatrics PLLC Web sites. Other standards and policies may apply outside our Web site. We encourage you to read the terms of use, privacy policies and other policies which apply to these third-party websites before using them.

We encourage you to review these Terms of Use regularly as you use the Seahurst Pediatrics PLLC.

### 1. Services available through the Seahurst Pediatrics PLLC web sites

A variety of information and communication services are made available through the S Seahurst Pediatrics PLLC Web sites, including:

- Educational information, including links to informative third-party websites.
- Information and news about Seahurst Pediatrics PLLC services, health care providers and facilities, and employment opportunities.
- Information about Seahurst Pediatrics PLLC events, activities and classes, including online registration.
- Online search and application for career and employment opportunities with Seahurst Pediatrics PLLC.
- Online registration for care at Seahurst Pediatrics PLLC clinics.
- Information about Seahurst Pediatrics PLLC point of care options.

### 2. Personal information collection and use

Seahurst Pediatrics PLLC understands that the privacy of your personal information is important. For information about cases in which personal information may be collected by Seahurst Pediatrics PLLC, and details about how that personal information is collected and used by Seahurst Pediatrics PLLC, please review our privacy policy page.

### 3. User responsibilities

Seahurst Pediatrics PLLC Web sites are intended to help you be a better-informed health care services user and get access to Seahurst Pediatrics PLLC information and services easily, but we need your help to make it work well. You acknowledge that you must be 13 years or older to provide personal information to Seahurst Pediatrics PLLC through the Seahurst Pediatrics PLLC Web sites and to use certain tools on the Seahurst Pediatrics PLLC Web sites (such as the Grace virtual assistant), and you represent that you are 13 years or older if you do so. We also need you to be responsible for doing your part to protect your personal information, and to understand that the educational information, tools and materials made available through the Seahurst Pediatrics PLLC

Web sites are not and do not include medical advice and are not designed or intended to address your personal health condition or issues.

Users therefore must be responsible for the following:

### 3.1. Be an Informed User

Please read these Terms of Use carefully. We need your help in making the Seahurst Pediatrics PLLC Web sites safe and effective tools and protect them against misuse. Your violation of these Terms of Use is grounds for suspension or termination of your account.

### 3.2. Maintain and Protect Your Own Equipment

Seahurst Pediatrics PLLC Web sites are intended to be accessible and all content available through all standard commercial web browsers operating on standard personal computers, through standard commercially-available Internet access. The quality of content presentation and download speeds may vary depending on the software, equipment and Internet connections used.

You may be able to use devices other than a personal computer to access the Seahurst Pediatrics PLLC Web sites, such as some personal digital assistants, cell phones or other devices. If you do choose to use another kind of device to access the Seahurst Pediatrics PLLC Web sites, you must be responsible for protecting it in accordance with these Terms of Use. Any requirement for personal computer protection in these Terms of Use applies equally to any other device you may use to access the Seahurst Pediatrics PLLC Web sites.

- does not provide any software, equipment or Internet connections. You are solely responsible for providing all software, computer equipment and other hardware, and Internet connections necessary to access the Seahurst Pediatrics PLLC Web sites.
- Some features on the Seahurst Pediatrics PLLC Web sites allow you to create an online account. Your personal computer may store and automatically upload your user name and password for account access. You may also download information from the Seahurst Pediatrics PLLC Web sites to your personal computer or other devices. If someone else uses your personal computer or other devices, they may be able to use these functions to gain access to your account or personal information. Seahurst Pediatrics PLLC cannot prevent or be responsible for protecting your personal computer or other devices against unauthorized use. You are solely responsible for protecting the personal computers or other devices you use against unauthorized use to access your account.
- If you use a personal computer or other device provided by or shared with your employer, parent, spouse, roommate or other person, that other party may have the legal right to view all information stored on it. Seahurst Pediatrics PLLC cannot prevent or be responsible for such activities. If you use a personal computer or other device that another person has the legal right to control, you access your Seahurst Pediatrics PLLC account at your own risk.
- Whenever you are done using the Seahurst Pediatrics PLLC Web sites you should log off the Web site, and you should not leave your computer or other device unattended when it is logged on to the Seahurst Pediatrics PLLC Web sites and someone else may be able to view the screen or use the computer or other device. If you leave a Seahurst Pediatrics PLLC

Web site session logged-in when someone else can see your computer screen or use your personal computer or other device they may be able to gain access to your account or personal information. Seahurst Pediatrics PLLC cannot log you off your personal computer or protect your personal computer against unauthorized access. You are solely responsible for protecting the personal computers or other devices you use against unauthorized use to access your account.

- Computer viruses, worms, spyware and other malicious software on your computer can be used to gather passwords and personal information from that computer, often without the user's knowledge. Seahurst Pediatrics PLLC cannot prevent or be responsible for detecting or removing malicious software on computers you use to access the Seahurst Pediatrics PLLC Web sites. Affordable antivirus and antispyware software is readily available for personal computers. You should maintain and regularly use current antivirus and antispyware software on any personal computer you use to access the Seahurst Pediatrics PLLC Web sites.
- Unauthorized individuals ("hackers") and malicious software can sometimes gain access to computers through Internet connections, unless the computer has a working firewall. Unauthorized access of this kind may not be easily detected and may allow passwords and personal information to be gathered without the computer user's knowledge. Seahurst Pediatrics PLLC does not provide and cannot be responsible for implementing a firewall for your computer. Firewall software is standard on many personal computers and affordable firewall software for personal computers is readily available. You should maintain a working firewall on any computer you use to access Seahurst Pediatrics PLLC Web sites.
- Computer criminals may sometimes send e-mails that appear to come from legitimate organizations. These e-mails typically ask you to log on to a Web site using a link in the e-mail, and enter some personal information to "verify," "correct" or "update" your account, or something similar. This practice is known as "phishing," and is intended to get personal information from unwary users to use for identity theft and other fraud.

IN ORDER TO HELP AVOID THE THREAT OF PHISHING, Seahurst Pediatrics PLLC WILL NEVER SEND YOU UNSOLICITED E-MAILS THAT INCLUDE A LINK TO A Seahurst Pediatrics PLLC WEB SITE WHERE YOU WILL BE ASKED TO PROVIDE PERSONAL INFORMATION. IF YOU RECEIVE AN E-MAIL THAT CLAIMS TO BE FROM Seahurst Pediatrics PLLC WHICH INCLUDES A LINK TO A WEB SITE WHICH APPEARS TO BE OPERATED BY Seahurst Pediatrics PLLC, OR BY ANY PARTY ON BEHALF OF Seahurst Pediatrics PLLC, AND WHICH ASKS YOU TO PROVIDE PERSONAL INFORMATION, PLEASE DO NOT PROVIDE THAT PERSONAL INFORMATION.

If you receive any suspicious e-mail which claims or appears to be from Seahurst Pediatrics PLLC, please notify us by calling the Seahurst Pediatrics PLLC at (425) 339-5413.

### 3.3. Protect Your Password

Access to your account and to personal information about you is password-protected. If your password is easy to guess, or if you share your password or someone else sees or steals it,

someone else may be able to get access to your account. Please use a strong password and protect it from other people.

Seahurst Pediatrics PLLC relies upon your password in allowing access to your account and cannot prevent unauthorized access if your password is compromised. You are responsible for all activity taking place under your password unless we have been notified that it is compromised. Please notify us at once if you believe your password has been compromised, and we will help you change it. You can contact us about possible password compromise at the Seahurst Pediatrics PLLC, (425) 339-5413.

#### 3.4. Do Not Provide Third Party Services

You are not permitted to use the Seahurst Pediatrics PLLC Web sites to provide or support informational, educational, messaging or other services to other parties. The information and services made available by and through the Seahurst Pediatrics PLLC Web sites are for personal use only.

#### 3.5. Do Not Distribute Copyrighted Materials for Commercial Use

Most of the information and materials made available by and through the Seahurst Pediatrics PLLC Web sites is copyrighted and owned by Seahurst Pediatrics PLLC or other parties. You may use this information and materials for your own personal use and may make limited use of it for nonprofit educational purposes to the extent permitted by applicable law. You may not sell or modify any information or materials obtained from Seahurst Pediatrics PLLC or reproduce, display, distribute, or otherwise use it in any way for any public or commercial purpose. Use of information or materials obtained from Seahurst Pediatrics PLLC on any other Web site or in a networked environment is prohibited. You must retain all copyright and other proprietary notices contained in the original information or materials on any copy you make of such material.

#### 3.6. Do Not Abuse Seahurst Pediatrics PLLC Services

Seahurst Pediatrics PLLC Web sites are provided for your convenience and educational use. In order to keep these services working efficiently and appropriately, you are not permitted to:

- Use any other person's user name or password.
- Use the Seahurst Pediatrics PLLC Web sites in any way that could damage, disable, overburden, or impair the Seahurst Pediatrics PLLC Web sites or interfere with any other party's use of the Seahurst Pediatrics PLLC Web sites.
- Attempt to gain unauthorized access to any information, documents, records, accounts, devices, systems or networks connected to Seahurst Pediatrics PLLC through hacking, password cracking, IP spoofing or any other means.
- Restrict or inhibit anyone else from using the Seahurst Pediatrics PLLC Web sites.
- Harvest or otherwise collect information about other individuals, including e-mail addresses and personal information.
- Link to, frame or use any trademark, logo or other proprietary information on the Seahurst Pediatrics PLLC Web sites without Seahurst Pediatrics PLLC's express written permission.

#### 4. Health and medical educational information

Seahurst Pediatrics PLLC Web sites are used to publish information and tools about health issues and general medical care options to help educate users and increase public awareness. Some of these tools and information are provided by parties other than Seahurst Pediatrics PLLC, and Seahurst Pediatrics PLLC may provide links to third-party websites or incorporate such tools and information into the Seahurst Pediatrics PLLC Web sites for this purpose.

##### 4.1. Information and Tools Are Not Medical Advice or Personal Health Information

All tools, information and links to information Web sites provided by or through Seahurst Pediatrics PLLC are for educational purposes only or for the purpose of providing information about point of care options. You are responsible for your understanding and use of all information.

INFORMATION PROVIDED BY OR THROUGH Seahurst Pediatrics PLLC IS NOT DIAGNOSTIC, MEDICAL ADVICE OR A SUBSTITUTE FOR MEDICAL ADVICE. IF YOU ARE SEEKING INFORMATION BECAUSE YOU BELIEVE YOU OR ANOTHER PERSON HAS HAVE A SPECIFIC MEDICAL CONDITION PLEASE CONTACT YOUR HEALTH CARE PROVIDER. IF YOU HAVE REASON TO BELIEVE THERE IS A MEDICAL EMERGENCY PLEASE CALL “911” OR YOUR OTHER APPLICABLE EMERGENCY NUMBER AT ONCE. YOU SHOULD ALWAYS SEEK THE ADVICE OF YOUR HEALTH CARE PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. YOU SHOULD NEVER DISREGARD THE ADVICE OF A HEALTH CARE PROVIDER OR CANCEL AN APPOINTMENT WITH A HEALTH CARE PROVIDER BECAUSE YOU ARE RELYING ON INFORMATION YOU HAVE READ ON THE Seahurst Pediatrics PLLC WEB SITES.

While Seahurst Pediatrics PLLC seeks to provide information which may be helpful in understanding your own health care needs and issues, none of the educational information, classes, events, or activities available through the Seahurst Pediatrics PLLC Web site was or will be developed for you personally. If you want or need information related to your personal health condition, please contact your health care provider.

##### 4.2. Information and Links are Not Necessarily Endorsed

The fact that information is published or a link provided by Seahurst Pediatrics PLLC does not mean that the views and opinions expressed therein are necessarily shared by Seahurst Pediatrics PLLC is a ministry of the Roman Catholic Church and does not recommend, endorse or promote any medical procedures or interventions which are prohibited by the Ethical and Religious Directives for Catholic Health Care Services.

##### 4.3. Information and Tools Are Not Guaranteed

While Seahurst Pediatrics PLLC seeks to provide useful, high-quality information and tools through the Seahurst Pediatrics PLLC Web sites, Seahurst Pediatrics PLLC cannot guarantee that any information is accurate, complete, current, error-free, or free of viruses, worms or other malicious software. Information and tools are provided “as is,” without warranties of any kind, express or implied, including but not limited to warranties of fitness and suitability for any particular purpose.

##### 4.4. Linked Websites Are Not Endorsed

Seahurst Pediatrics PLLC seeks to link only to trustworthy, valuable Web sites, but provides Web

site links for your convenience only. A link to a Web site does not constitute an endorsement of the linked site, its content, or any party affiliated with the linked Web site. Seahurst Pediatrics PLLC makes no warranties or representations, express or implied, about the accuracy, completeness, currency, relevance, appropriateness, or availability of any linked site, the information contained in them, or any products or services they offer. Seahurst Pediatrics PLLC shall not be liable, directly or indirectly, for any damages, losses or harm incurred in connection with the use of a linked Web site.

#### 4.5. Jurisdictional Limitation of Use

Seahurst Pediatrics PLLC Web sites originate and are intended for use in the United States. Seahurst Pediatrics PLLC does not claim that any tools, information or materials on this Web site are appropriate or may be used outside of the United States. Access to tools, information or materials may not be legal by certain persons or in certain countries. If you access the site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

#### 5. Changes to terms of use

Snohomish Kidney Institute reserves the right to change these Terms of Use from time to time. We will make reasonable attempts to notify you of changes we think may be important to you by e-mail.

All changes will be effective when published unless a different effective date is specified. Your continued use of the Seahurst Pediatrics PLLC Web sites after we have posted a change to these Terms of Use will be considered your consent to the change.

#### 6. Services availability and limitations

Snohomish Kidney Institute will attempt to keep the Seahurst Pediatrics PLLC Web sites available at all times, but availability may be interrupted from time to time for maintenance, repair, upgrade or other activities, due to technical problems, or due to natural disaster or other emergency. Seahurst Pediatrics PLLC is not responsible for and cannot control the availability of third party communications services necessary to connect to the Seahurst Pediatrics PLLC Web sites.

#### 7. Digital millennium copyright act provisions

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed by a use of Seahurst Pediatrics PLLC may report an alleged infringement to Seahurst Pediatrics PLLC by following the relevant provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") rights, by sending Seahurst Pediatrics PLLC authorized agent a notification of alleged infringement that satisfies the requirements of the DMCA. Upon receipt of a satisfactory notice of alleged infringement Seahurst Pediatrics PLLC will promptly investigate the allegations, and respond appropriately, including removal of or blocking access to allegedly infringing content.

7.1. If you are affected by the removal or blocking of allegedly infringing content which you in good faith believe has been removed or blocked in error, you may send a counter notification to Seahurst Pediatrics PLLC. Upon Seahurst Pediatrics PLLC's receipt of a counter-notification that satisfies the requirements of DMCA, Seahurst Pediatrics PLLC will provide a copy of the

counter notification to the person who sent the original notification of alleged infringement and will follow the DMCA's procedures with respect to a received counter notification.

7.2. DMCA notifications of alleged infringement and counter-notifications may be sent to Seahurst Pediatrics PLLC, Attention Management, 2707 Colby Ave Suite #718, Everett, WA 98201

7.3. Seahurst Pediatrics PLLC will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

#### 8. Limitation of liability

TO THE GREATEST EXTENT PERMITTED BY LAW, Seahurst Pediatrics PLLC'S LIABILITY TO ANY PERSON FOR ANY CLAIMS, LOSSES, DAMAGES, HARM OR COSTS ARISING FROM OR PERTAINING TO THE USE, OPERATION OR FUNCTIONING OF THE Seahurst Pediatrics PLLC WEB SITES, WHETHER ARISING FROM OR PERTAINING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE PERSON'S DIRECT MONETARY DAMAGES AND SHALL NOT INCLUDE ANY INDIRECT, SPECIAL, INCIDENTAL, NON-ECONOMIC, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES RELATED TO DELAYS, LOSS OF DATA, INTERRUPTION OF SERVICE, LOSS OF PRIVACY, REPUTATIONAL OR PHYSICAL HARM), EVEN IF Seahurst Pediatrics PLLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 9. Dispute resolution

These Terms of Use shall be interpreted consistently with federal law applicable to the parties, including but not limited to HIPAA, provided that state law issues shall be exclusively interpreted according to the laws of the State of Oregon, without regard to choice of law principles. Jurisdiction and venue for any dispute arising from or pertaining to these Terms of Use shall be in the Circuit Court of the State of Oregon for Multnomah or the U.S. District Court for the District of Oregon.

If any provision of these Terms of Use 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 of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term.

#### 10. Contact information

Snohomish Kidney Institute

2707 Colby Ave Suite #718, Everett, WA 98201