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You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b)

attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

Violations of system or network security may result in civil or criminal liability. Company will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

Access to Site; Indemnification

In the event access to the Site or a portion thereof is limited requiring a user ID and password ("Protected Areas"), you agree to access Protected Areas using only your user ID and password as provided to you by Company. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID.

Your access to the Site may be revoked by Company at any time with or without cause. You agree to defend, indemnify and hold Company harmless from and against all third party claims, damages and expenses (including reasonable attorneys fees) against or incurred by Company arising out of your use or access of the Site, or access by anyone accessing the Site using your user ID and password.

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Although Company attempts to ensure the integrity and accurateness of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties.

In the event that an inaccuracy arises, please inform Company so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, Company shall have no responsibility or liability for information or Content posted to the Site from any non-Company affiliated third party.

Online Transaction - Payment of Bills

Patients are able to pay their hospital bills and charges online. Our financial services provider manages and operates the online bill payment feature, including the processing of credit card, debit card and e-check bank accounting withdrawals. Please consult the website of our service providers for their terms of use and privacy practices. There is a link on our Site to the website of the service provider.

Visitors to our Site may be able to register or purchase products online; for example visitors may be able to purchase from the Gift Shop or register for classes. We reserve the right to refuse or cancel any order. Some situations that may result in your order being refused or canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department.

We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge.

If a credit card account is being used for a transaction, Company may obtain preapproval for an amount up to the amount of the payment.

You represent and warrant that if you are making online payments that (i) any credit card, debit card and bank account information you supply is true, correct and complete, (ii) charges incurred by you will be honored by your credit/debit card company or bank, (iii) you will pay the charges incurred by you in the amounts posted, including any applicable taxes, and (iv) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant card and card information.

Typographical Errors and Incorrect Pricing In the event a product or service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, we shall have the right to refuse or cancel any orders placed for product / service listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card charged.

If your credit or debit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit or debit card account in the amount of the incorrect price.

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ONLINE PRIVACY

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Information You Provide To Us. You can provide information to us on our Site through various means, such as contacting us through our Site, filling out feedback forms, paying your hospital bills online or purchasing products online from our gift store. Depending on which feature you are using, you may be asked provide personal information such as, name, address, telephone number, email address, credit or debit card information, bank account information, etc. **No Information From Children Under Age 13.**

If you are under the age of 13, please do not attempt to register with us at this Site or provide any personal information about yourself to us via this Site. If we learn that we have collected personal information from a child under the age of 13, we will promptly delete that information. If you believe we might have any information from a child under the age of 13 collected via this Site, please contact us. **Information We Collect Automatically.**

We collect certain information automatically as you use our Site, such as IP address, browser type, computer or device type, the website from where you navigated to our Site, and the pages on our Site that you view.

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We use common Internet technologies, such as cookies and other tracking technology, to optimize the performance of our website and other digital properties such as social media sites, email campaigns, and online advertising. Cookies, beacons, tags, log files and other technologies may be used to collect information about visitors to our website, use of our online services, and interactions with our email campaigns, advertisements and other marketing content.

Collected information may include, but not be limited to, computer / mobile browser type, computer / mobile operating system and IP address. This data may be merged with your online interactions – pages viewed, links clicked, or content viewed. This information, and the analyses performed after collection, helps us to provide for a more customized and personalized experience for you and future visitors.

We may collaborate with advertisers and marketing research firms as part of our marketing activities. These advertisers and research firms also may use cookies and tags to track the effectiveness of marketing campaigns on our behalf. The information they collect does not contain personally identifiable information. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some website features or services may not function properly without cookies.

How we Use and Share Your Information

- To Provide Products, Services, and Information. We collect personal information from you so that we can provide products and services that you purchase using the Site, and information that you request from us. We use your personal information to contact you about your orders, process credit card / debit card transactions, and ship products to you. We may provide information to third party service providers that help us bring you the services we offer. For example, we use third parties to help host and maintain our Site, and to process payments.
- Communications from Us. We respect and are committed to protecting your privacy. We may collect personally identifiable information, including your email address, when you visit our site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information and the page(s) you visited. We will use the information to contact you about products, services and information and to provide relevant advertising to you. We will not sell your personally identifiable information, but we may provide your email address to third parties who will contact you about our products and services or whose products or services would be of interest to you.
- Legal Requests or Requirements and to Prevent Harm. We will share personal information with third party companies, organizations or individuals outside of Company if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
 - Meet any applicable law, regulation, subpoena, legal process or enforceable governmental request.
 - Enforce applicable Terms of Use, including investigation of potential violations.
 - Detect, prevent, or otherwise address fraud, security or technical issues.
 - Protect against harm to the rights, property or safety of Company, our users, customers or the public as required or permitted by law.

Transfer in the Event of Sale or Change of Control.

If the ownership of all or substantially all of our business changes or we otherwise transfer assets relating to our business or the Site to a third party, such as by merger, acquisition, bankruptcy proceeding or otherwise, we may transfer or sell your personal information to the new owner. In such a case, unless permitted otherwise by applicable law, your information would remain subject to the promises made in the applicable privacy statement unless you agree differently.

Security Of Your Information

In order to help secure your personal information, access to your data on our Site is password-protected, and sensitive data (such as a credit card number) is protected by encryption when it is exchanged between your web browser and our Site. To protect any data you store on our servers, we also regularly audit our system for possible vulnerabilities and attacks, and we use a tier-one secured-access data center.

However, since the Internet is not a 100% secure environment, we cannot guarantee, ensure, or warrant the security of any information you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. It is your responsibility to protect the security of your login information. Please note that e-mails you send to us through our Site are not encrypted, and we strongly advise you not to communicate any confidential information through these means.

Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read over the internet.

Revisions To Terms Of Use / Privacy; General Terms

Company reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect.

These Terms of Use constitute the entire agreement between Company and you pertaining to the subject matter hereof. In its sole discretion, Company may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site.

In the event of any dispute or claim relating to the Site or these Terms of Use, you agree to resolution of such dispute in the state or federal courts located in Iowa, in accordance with Iowa law.

Terms and Conditions for SMS Text Message Notifications (Updated October 2021)

- These terms and conditions apply to SMS text messages sent by Adair County Health System. These messages can be recurring (e.g. COVID-19 related notifications, health services and safety information etc.) or one-time (e.g. COVID-19 vaccine, visitor policy changes etc.).
- By signing up for the Adair County Health System text messaging service or texting a campaign opt-in keyword to the short code 43301, and by confirming your opt-in via text message reply, you expressly consent to receiving text messages from Adair County Health System at the mobile number you provide. Text messages can only be sent to mobile phones. You may opt-out of these communications at any time. To receive Adair County Health System text messages, you must be a resident of the United States and at least 18 years of age. By opting into Adair County Health System text messaging services, you agree only to send keyword responses, as prompted by Adair County Health System, to the indicated short code. You acknowledge that non-keyword responses will not be monitored.
- By opting into Adair County Health System text messaging services or campaigns, you consent to receive text messages to the mobile phone number you provided to Adair County Health System.
 - If you have any questions or need help, text **HELP** to 43301 or email contactus@mercydesmoines.org. To discontinue receiving text messages from MeryOne, text **STOP** to 43301 . Msg&Data Rates May Apply.
 - For COVID-19: Text **ADAIR COUNTY HEALTH SYSTEM** to 43301 to receive **ADAIR COUNTY HEALTH SYSTEM related updates &**

notifications including vaccine related information. Msg&Data Rates May Apply.

- Adair County Health System does not have a separate charge for this service; however, **message and data rates may apply** from your mobile carrier. Subject to the terms and conditions of your mobile carrier, you may receive text messages sent to your mobile phone. Adair County Health System does not warrant that your mobile carrier will enable your participation in this service.
- By providing your consent to participate in this program, you approve any charges from your mobile carrier relating to text messages to or from Adair County Health System. Charges for text messages may appear on your mobile phone bill or be deducted from your prepaid balance.
- If at any time you forget what keywords are supported, just text "HELP" to the text message you received. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.
- Adair County Health System reserves the right to terminate this text service, in whole or in part, at any time without notice. The information in any message may be subject to certain time lags and/or delays. You are responsible for managing the types of texts you receive.
- By enrolling in this text messaging service subscription program, you consent that following such a request to unsubscribe, you will receive one (1) final message from Adair County Health System confirming that you have been inactivated in our system. Following such confirmation message, no additional text messages will be sent unless you re-activate your subscription.
- You must be 18 years old to be eligible to use the service. By opting-in to receive SMS from Adair County Health System by text you are representing that you are at least 18 years of age.
- Adair County Health System will not be liable for any delays in the receipt of any text messages. Delivery is subject to effective transmission from your network operator.
- Following United States Carriers that offer a messaging capability will deliver the messages - AT&T, T-Mobile, Verizon Wireless, Sprint, Boost, Alltel, U.S. Cellular, Cellular One, MetroPCS, ACS/Alaska, Bluegrass Cellular, Cellular One of East Central Illinois, Centennial Wireless, Cox Communications, EKN/Appalachian Wireless, GCI, Illinois Valley Cellular, Immix/Keystone Wireless, Inland Cellular, Nex-Tech Wireless, Rural Cellular Corporation, Thumb Cellular, United Wireless, West Central (WCC), Cellcom, Cellsouth,

Cricket, Cincinnati Bell and Virgin Mobile.

*Carrier is not liable for delayed or undelivered messages.