

Terms of Use

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These Terms of Use are made and entered into by and between Southcoast Health System, Inc. (“**Southcoast**”) and the person (“**you**” or “**your**”) accessing or using this website (<https://oncall.southcoast.org>) and/or this mobile application (collectively, the “**Sites**”) in order to receive access to certain telemedicine services and consultations (the “**Services**”) provided by physicians, who may or may not be affiliated with Southcoast (each a “**Provider**”).

By accessing or using the Sites, you (1) accept these Terms of Use (including our [Privacy Policy](#)) (collectively, the “**Agreement**”) and agree that you are legally bound by the terms of this Agreement; and (2) represent and warrant that you are at least 18 years or age or of legal age to enter into a binding agreement. If you do not agree to the terms of this Agreement, you may not use the Sites or the Services.

Should you choose to register to access the non-public portions of the Sites (“**Portal**”) in order to make a Service request, your use of this Sites is also subject to the Patient Registration Agreement (“**Registration Agreement**”) that you agree to during the registration and enrollment process, which is also part of your Agreement with Southcoast. All references to “Sites” in these Terms of Use expressly include and apply to the Portal.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SITES. BY ACCESSING OR USING THE SITES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS BELOW. PLEASE PRINT A COPY OF THESE TERMS OF USE FOR YOUR REFERENCE.

Modifications to this Agreement

Southcoast may revise these terms of use at any time. Should we make any revisions, Southcoast will notify you and all users by posting a notice regarding the revisions on these Sites. Revisions will be effective as of their posting unless otherwise stated. By accessing or using the Sites after such revisions are posted, you agree and consent to all such revisions.

No Medical Advice

THE CONTENT GENERALLY MADE AVAILABLE TO YOU ON THE SITES DOES NOT CONSTITUTE MEDICAL ADVICE AND IS TO BE USED FOR INFORMATIONAL PURPOSES ONLY TO PROVIDE YOU INFORMATION ON AND ACCESS TO THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT SOME OF THE CONTENT IS PROVIDED BY THIRD PARTIES WITH WHOM SOUTHCOAST HAS CONTRACTUAL ARRANGEMENTS.

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NO DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND SOUTHCOAST OR ANY ITS AFFILIATES IS CREATED BY VIRTUE OF YOUR ACCESSING THE SITES AND ANY SUCH DOCTOR-PATIENT RELATIONSHIP SHALL EXIST ONLY BETWEEN YOU AND THE PROVIDER WHO PROVIDES SERVICES TO YOU, IF ANY.

YOU ACKNOWLEDGE AND AGREE THAT THE PORTAL AND THE APPLICATION CAN BE USED TO COMMUNICATE DIRECTLY WITH PROVIDERS AND THAT PROVIDERS MAY NOT BE AFFILIATED WITH SOUTHCOAST. YOU FURTHER ACKNOWLEDGE AND AGREE THAT SOUTHCOAST SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR SERVICES PROVIDED BY PROVIDERS WHO ARE UNAFFILIATED WITH SOUTHCOAST, AND SOUTHCOAST HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO SUCH SERVICES.

You acknowledge and agree that the Services do not replace your existing primary care physician relationship, but are intended only to supplement that relationship for your non-emergency medical needs.

Website Content and Access

SOUTHCOAST reserves the right without prior notice to discontinue any Sites features, functions or content at any time without incurring any obligations to you or any other party. Statistics provided on the Sites are based upon patient and physician reporting and survey responses. Individual results from use of the Sites or Services may vary.

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Any unauthorized use of the marks (including trade dress) or copyrighted material or any other intellectual property is strictly prohibited and may be prosecuted to the fullest extent that the law provides.

Submissions

Should you send Southcoast any postings, feedback or data about the Sites or use of our Sites, such as ideas, comments, and suggestions or questions, such information will not be given confidential treatment. Southcoast will not have any obligation of any kind to you with respect to any postings, feedback or data that you submit. Your submission of such postings, feedback and data affects an assignment to Southcoast of such material (along with any underlying or related ideas, concepts, techniques and know-how) and you agree to assign and hereby assign all such postings, feedback and data to Southcoast without charge. As the sole and exclusive owner of such postings, feedback and data, Southcoast will be free to reproduce, copy, use, disclose and distribute the information to others including without limitation incorporating your postings, feedback or data (and any underlying or related ideas, concepts, techniques and know-how) into any Southcoast product or service or the Sites, or providing the postings, feedback or data (and any underlying or related ideas, concepts, techniques and know-how) to our third party licensees, without compensation to you of any kind.

Any submissions through the Sites in connection with the Services pursuant to the Registration Agreement will be maintained as confidential to the extent required by law.

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You understand and agree that Southcoast may terminate or otherwise deny your access to the Sites without notice in the event Southcoast believes in its sole discretion that (i) you have violated a provision of this Agreement or your Registration Agreement, (ii) you have used or misused the Sites in a manner that Southcoast has determined is unlawful, unethical or otherwise inappropriate, or (iii) such action is reasonably necessary to protect a third party or Southcoast or if such action is otherwise required by law.

You acknowledge and agree (1) that your use of the Sites are at your own discretion and risk, (2) that use of any material, information or data downloaded or otherwise obtained through the use of the Sites are 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.

You are responsible for (i) controlling the dissemination and use of activation codes and passwords; (ii) authorizing, monitoring, and controlling access to and use of your codes and passwords; and (iii) informing Southcoast of any need to deactivate a password. You also agree to promptly notify Southcoast of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Sites.

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The Sites may contain links to, or be accessed through links on, websites managed and operated by or on behalf of third party entities. These third parties are separate and independent entities and are not agents of Southcoast. Southcoast does not have control over such third-party websites or the content of such websites. As a result, Southcoast does not have responsibility for the information, misinformation, errors, availability, operation or performance of any such third party websites to which the Site may link or from which the Sites may be accessed.

No Endorsements

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Warranty Disclaimer

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Reasonable efforts are taken to ensure the accuracy and integrity of information and related materials provided by Southcoast on the Sites, but Southcoast is not responsible for misprints, out-of-date information, technical or pricing inaccuracies, typographical or other errors. Information and related materials are subject to change without notice.

If for any reason you are not satisfied with the Sites or their content, your sole remedy is

to cease using the Sites and such content, even if such remedy should fail of its essential purpose.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

LIMITATION OF LIABILITY

IN NO EVENT WILL SOUTHCOAST, THE PROVIDERS, OR ANY OF THEIR RESPECTIVE VENDORS, AFFILIATES, OFFICERS, MEMBERS, REPRESENTATIVES, SUPPLIERS, DIRECTORS, EMPLOYEES, CONSULTANTS, OWNERS, OR AGENTS BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOSS OF USE, DATA, INFORMATION, PROFITS, BUSINESS, REVENUE, EXPECTED SAVINGS OR BUSINESS INTERRUPTION, OR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR OTHERWISE RELATED TO THE SITES OR YOUR USE OF THE SITES, WHETHER SUCH DAMAGES ARE BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SOUTHCOAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE. YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF SUCH DAMAGE IS TO DISCONTINUE YOUR ACCESS TO AND USE OF THE SITES. NOTWITHSTANDING THE FOREGOING, IN ANY EVENT, THE AGGREGATE LIABILITY OF COMPANY, THE PROVIDERS AND THEIR AFFILIATES AND VENDORS FOR ANY REASON SHALL NOT EXCEED \$100.00 US, EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SOUTHCOAST, THE PROVIDERS, AND THEIR RESPECTIVE VENDORS, AFFILIATES AND THEIR OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, CONSULTANTS, AND AGENTS FROM AND AGAINST ANY CLAIMS, ALLEGATIONS, DAMAGES, LOSSES, LIABILITIES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) THAT SUCH PARTY MAY SUFFER OR INCUR AS A RESULT OF (I) YOUR USE OR MISUSE OF THE SITES, (II) YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF SOUTHCOAST, OR ANY OTHER PERSON OR ENTITY, (III) YOUR VIOLATION OF ANY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ANY PRIVACY OR DATA SECURITY LAW OR REGULATION, OR (IV) YOUR VIOLATION OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, SOUTHCOAST RESERVES THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM, SUBJECT TO YOUR INDEMNIFICATION OBLIGATION.

In the event of any dispute, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs. Any cause of action or claim with respect to the Sites must be commenced within one (1) year after the action or claim arises.

Any claim, dispute, or controversy arising from or relating to the Sites or this Agreement

will be resolved by neutral binding arbitration administered by the National Arbitration Forum (“NAF”) under the Code of Procedure (“Code”) of the NAF in effect at the time the claim is filed. Any such arbitration will take place in Bristol County, Massachusetts. Any arbitration proceeding may not be consolidated or joined with any other proceeding and will not proceed as a class action. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING INVOLVING MULTIPLE CLAIMANTS, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH INDIVIDUAL ARBITRATION. The decision of the arbitrator will be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1–16. Judgment upon the award may be entered in any court having jurisdiction.

Notwithstanding the foregoing, Southcoast may seek injunctive or equitable relief through a court of competent jurisdiction in the event of any misuse of its intellectual property or any misuse of the Sites or Services, without the posting of a bond, proof of damages or other similar requirement.

Certain provisions, by their nature or as explicitly stated, will survive any termination or expiration of this Agreement. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition will be severable and shall not affect the validity and enforceability of any remaining condition.

This Agreement, along with our [Privacy Policy](#) and where applicable the [Registration Agreement](#), are the sole terms governing your use and access of the Sites and supersedes all other agreements regarding use of the Sites. Our electronically or otherwise properly stored copy of this Agreement will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of this Agreement in connection with any action or proceeding arising out of or relating to this Agreement. Any waiver of any portion of this Agreement will be effective only if in writing and signed by Southcoast.

Contact Us

If you have any questions about this Agreement, please contact us at: <https://www.southcoast.org/contact-us/> or **844-744-5544**

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