

Terms and Conditions

Welcome to Baptist Medical Clinic! We sincerely appreciate that you have chosen us as your health care provider. Baptist believes that ease of access to providers is an important part of meeting the needs of our patients.

The mobile application (“Baptist Medical Clinic App” or simply “App”) gives people easy, on-the-go access to primary care physicians and other Baptist providers. The App allows users to perform functions such as scheduling appointments, searching for physicians, searching for clinics, and obtaining driving directions.

However, Baptist Medical Clinic App cannot help with every medical problem. **IF AT ANYTIME YOU THINK YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD IMMEDIATELY LOG OFF, DIAL 911, AND ASK FOR AN AMBULANCE.**

Before accessing and using Baptist Medical Clinic App, you must agree to comply with and be bound by the following terms and conditions of use, which, together with the privacy policy, govern how Baptist will provide you with access to Baptist Medical Clinic App.

- YOU ACKNOWLEDGE AND AGREE THAT BAPTIST MEDICAL CLINIC APP IS NOT DESIGNED TO ASSIST YOU OR ANYONE ELSE DURING A MEDICAL EMERGENCY.
- The terms “Baptist Medical Clinic”, “Baptist”, “us” “we” or “our” refer to Mississippi Baptist Medical Enterprises, Inc., the owner of Baptist Medical Clinic App whose offices are located at 1225 North State Street, Jackson, Mississippi, 39202.
- The term “you” refers to you, the user/viewer of Baptist Medical Clinic App.
- The term “Service” refers to the computer systems that implement, operate, support, and maintain the Baptist Medical Clinic App.
- The content of Baptist Medical Clinic App is for your general information and use only. It is subject to change without notice including what information, both general and specific, is available through Baptist Medical Clinic App.
- You agree that you will keep your login and password strictly confidential.
- Neither Baptist nor any third parties affiliated or associated with Baptist provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on or through Baptist Medical Clinic App. You acknowledge that such information and materials may contain inaccuracies or errors and, to the fullest extent allowed by law, you release Baptist and any third parties affiliated or associated with Baptist from any liability for such inaccuracies or errors.

- Your use of any information or materials on or through Baptist Medical Clinic App is entirely at your own risk, for which Baptist shall not be liable. It shall be your own responsibility to ensure that any information available on or through Baptist Medical Clinic App meets your specific needs.
- Baptist Medical Clinic App contains some material which is owned by, or licensed to us, by third parties and the use of this material for anything other than your or your loved one's health care is strictly prohibited.
- Unauthorized access or use of Baptist Medical Clinic App is strictly prohibited.
- From time to time, Baptist Medical Clinic App may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that Baptist endorses the website(s) and Baptist has no responsibility for the content of the linked website(s). Baptist reserves the right to remove or reject any link, or to edit the description of any link, in its sole discretion.
- Your use of Baptist Medical Clinic App and any dispute arising out of your use of Baptist Medical Clinic App is subject to the laws of the State of Mississippi without reference to the principles of conflict of laws.
- When you use Baptist Medical Clinic App, information is being exchanged across the Internet between Baptist and the device that you are using. While we take reasonable precautions to ensure that the transfer of information is secure, we cannot absolutely guarantee its security.
- You agree that Baptist has the right to terminate your access to Baptist Medical Clinic App at any time and for any reason.

Modification

We may modify this Agreement at any time. Any modifications made to this Agreement will be effective immediately upon posting to the App. By accessing or using the Services, you agree to be bound by all of the terms and conditions of this Agreement as posted on the Service at the time of your access or use. You agree to review the Agreement posted on the Service each time you use the Service so that you are aware of any modifications made to this Agreement.

Reserve Rights and Grant of Limited License

The Service may contain information, communications, software, images, sounds, music, graphics, photos, videos and other material and services (collectively, the "Information"). You agree that the Information and related names, "Baptist Medical Clinic," "Baptist Medical Clinic App," "Baptist," and the stylized logo "Baptist Medical Clinic" are protected

by intellectual and industrial property rights, including copyrights, trademarks, service marks and other proprietary rights, which rights are valid and protected in all media existing now or later developed, and all use of the Information and Baptist Medical Clinic related names and logos shall be in accordance with such rights and the terms and conditions of this Agreement. You are granted a limited license to use (display or print) the Information contained on this App for your own personal, non-commercial use only, provided that the Information is not modified and a copy of this Agreement is attached to any copies that are made. Any other use of the Information or use of Baptist Medical Clinic related names or logos is prohibited. None of the Information, or Baptist Medical Clinic related names or logos, may be otherwise reproduced, republished or re-disseminated in any manner or form without the prior written consent of Baptist. Direct linking to search scripts is prohibited. You may not use any meta tags or any other "hidden text" utilizing Baptist's name or trademarks without our express written consent, which may be withheld for any or no reason. Notwithstanding the foregoing, you are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of this App so long as the link does not portray Baptist or any of our affiliates or services in a false, misleading, derogatory, or otherwise offensive manner. All rights, including copyright, in any information (including articles and other content) which are linked to but not hosted on the App continue to be owned by their respective owners.

Privacy Policy & Use of Personal Information

We may collect personally identifiable information (name, e-mail address, physical address, and other unique identifier) only if specifically provided by you. In the event you provide personal information to Baptist Medical Clinic via the Service, Baptist will not release your name, street address, telephone number or e-mail address without your consent. We deploy computer encryption technology to protect the information you send Baptist Medical Clinic App. Notwithstanding the foregoing, you agree that Baptist may use information you submit to operate the Service, to provide information and services to you, or disclose your information as requested or authorized by you, or as required by law. Regarding your health information, use and disclosure of health information includes using such information to provide treatment to you, to invoice or make payments for such treatment, and to conduct ongoing quality improvement activities. Our use and disclosure of your information (including protected health information) is limited as required by federal and state law. We do not sell or rent personal information about visitors to this App or customers who use the App. Our App contains forms through which users may submit or request information, or supply feedback to us. In some cases, telephone numbers or return addresses are required so that we can supply requested information to you. We may also track where you go or what you read in our App so that we can supply you with effective information which may be (i) of interest to you while using the App, and/or (ii) delivered to you following your use of the App (but only if you have given us explicit permission to follow up by filling out a form that asks you if we may do so). After you fill out a form, we might contact you ourselves with follow-up information (unless you have checked an "opt-out" box on the form), but we do not provide any information supplied on an electronic form to any outside organization for any reason (other than where we first receive your express consent, or where we may be required to by law, or as necessary to process credit

card information). We also conduct typical traffic analyses through which we track statistics such as which pages are visited in what order, where users come from, and how long users spend on our App, but we never associate such information with specific identities. This App has security measures in place to help protect against the loss, misuse or alteration of information under our control. These measures include using a secured messaging service when we send you personal information electronically. Despite these measures, the confidentiality of any communication or material transmitted to or from us via this App by Internet or e-mail cannot be guaranteed. Although we use reasonable precautions to safeguard the confidentiality of information received and sent over the Internet or by electronic mail (e-mail), we cannot guarantee the confidentiality of such information. The Baptist Medical Clinic App may store, process, or display personal data. It is your responsibility to keep your phone and access to the App secure. We therefore recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. Jailbreaking or rooting your phone could make it vulnerable to malware/viruses/malicious programs and/or compromise your phone's security features; it could also mean that the Baptist Medical Clinic App will not work properly, or at all. We cannot guarantee that we will receive, review or respond to information you send us over the Internet or by e-mail. If you correspond with us in this manner, you waive any and all claims regarding any third party's access to or use of your confidential information.

Usage Rules

As a condition of your use of the Service, you represent and warrant to Baptist that you are at least 14 years of age and will not use the Service for any purpose that is unlawful or prohibited by this agreement. Baptist Medical Clinic reserves the right to deny you access to any part of the Service at its sole discretion. Be aware that any information you reveal in a public forum (i.e., a bulletin board, mailing list, chat room, live chat event and the like) is not subject to Baptist Medical Clinic App's Privacy Policy. Also if you access a third-party (non-Baptist Medical Clinic-owned) link or application from the App, our Privacy Policy does not apply. Please access the privacy policy of each third-party App that you enter to review their privacy policy and terms of use. The information provided by us is intended to educate readers about subjects pertinent to their health, not as a substitute for a consultation with a personal healthcare provider. Any use by you of this App or the information contained in the App is at your own risk. Baptist Medical Clinic and the third-party suppliers of content or services will not be responsible for the consequences of your decision to utilize the information contained in this App.

Important Disclosure Regarding Use of Doctor Finder

At all times when you use the Doctor Finder search application on the App, you acknowledge, understand, and agree that THE DOCTOR FINDER INCLUDES ONLY DOCTORS WITH PRIVILEGES TO PRACTICE AT BAPTIST MEDICAL CLINIC AND IS FREE OF CHARGE TO ALL OF THOSE DOCTORS. WHEN YOU ENTER SEARCH CRITERIA, THE RESULTING LIST OF DOCTORS IS RANDOMIZED, EXCEPT THAT IF YOU SEARCH BY PROXIMITY, THE RESULTING LIST WILL BE IN ORDER OF PROXIMITY.

Informational and Educational Purposes Only

The information about health care and health care providers provided through the Service is for informational and educational purposes only. We make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of the data and information about health care and health care providers available from the Service. With respect to any third-party services available via a link on the App, please be sure to carefully read such third-party's terms and conditions applicable to your use of their web site(s), mobile application(s), or services.

Warranty Disclaimer

The information provided through the Service is for information and communication purposes only. We assume no responsibility for how you use the information provided through the Service. You should always seek the advice of your doctor or other qualified health provider prior to starting any new treatment or with any questions you may have regarding a medical condition. WHILE THE SERVICE OFFERS HEALTH-RELATED INFORMATION, THE SERVICE DOES NOT OFFER MEDICAL ADVICE AND NOTHING CONTAINED IN THE SERVICE IS INTENDED TO CONSTITUTE PROFESSIONAL ADVICE FOR MEDICAL DIAGNOSIS OR TREATMENT. YOU SHOULD NOT RELY ON ADVICE RECEIVED VIA THE SERVICE FOR MEDICAL, LEGAL OR FINANCIAL DECISIONS. ALWAYS CONSULT WITH AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE RELATED TO YOUR SITUATION. THE SERVICE AND ANY INFORMATION CONTAINED ON OR PROVIDED THROUGH THIS SERVICE IS PROVIDED ON AN "AS IS" BASIS. THIS MEANS ANY INFORMATION CONTAINED ON, OR PROVIDED THROUGH, THE SERVICE IS INTENDED FOR GENERAL CONSUMER UNDERSTANDING AND EDUCATION. WE MAKE NO REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS ABOUT THE SUITABILITY OF PRODUCTS AND SERVICES OR THE TIMELINESS OR ACCURACY OF THE INFORMATION AVAILABLE THROUGH THE SERVICE FOR ANY PURPOSE. BAPTIST MEDICAL CLINIC DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS 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 THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE AVAILABILITY OF THE SERVICE, LACK OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT CAUSES CONTAMINATING OR DESTRUCTIVE PROPERTIES, OR ANY FAILURE TO PROVIDE THE SERVICE. ALTHOUGH WE MAY UPDATE THE CONTENT ON THE 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.

Limitations on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BAPTIST MEDICAL CLINIC SHALL NOT BE LIABLE TO YOU, ANY OTHER USER OR ANYONE ELSE FOR ANY DIRECT,

SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER PECUNIARY LOSS) THAT RESULT OR ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH, OR IN RELIANCE ON, THE INFORMATION CONTAINED OR PROVIDED BY THE SERVICE, WITH THE DELAY OR INABILITY TO USE THE SERVICE, THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICE, OR FOR ANY INFORMATION, SERVICES AND RELATED GRAPHICS CONTAINED ON OR MADE AVAILABLE THROUGH THE APP AND THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Mississippi Law and Forum.

This agreement shall be governed and construed in accordance with the laws of the State of Mississippi, without regard to its conflicts of law principles, or your domicile, residence or physical location. You agree that any legal action or proceeding between Baptist Medical Clinic and you for any purpose concerning this agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Hinds County, Mississippi. In the event that a portion of this agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. In any dispute between Baptist and you relating to the Service, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses.