

## **TERMS OF USE**

**PLEASE READ THESE TERMS OF USE (the “Agreement”) CAREFULLY BEFORE USING ASCENSION ID.**

**ASCENSION ID IS INTENDED FOR USE BY ADULTS. PARENT(S) OR GUARDIAN(S) MUST CONSENT PRIOR TO CHILDREN UNDER AGE 13 USING ASCENSION ID AND MUST AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT.**

This Agreement is a legal agreement between you, for yourself and your heirs and assigns (“You”), and Ascension Health – IS, Inc. and its subsidiaries and affiliates (“Ascension Technologies”) regarding Your use of Create Your Ascension ID, Log in with Ascension ID, and any other software application for which this Agreement is presented as a condition of use (the “Ascension ID”). By clicking below on “**ACCEPT**” You agree to be bound by the terms and conditions of this Agreement. If You do not agree to the terms and conditions of this Agreement, You are not authorized to use Ascension ID.

Ascension Technologies may revise and update this Agreement at any time. Your continued usage of Ascension ID means You have accepted those changes. The most current version will be available when You log into Ascension ID.

Ascension ID allows You to create an Ascension Technologies-provided username and password (“Credentials”) that may be used to give You access to other applications. Prior to obtaining such Credentials or being allowed to access such other applications, including Ascension Technologies’ information technology systems (“Other Apps”), You may have agreed to abide by Ascension policies or have become a party to one or more other agreements with Ascension Technologies, or You may become a party to other agreements with or policies from Ascension Technologies in the future. These other policies and agreements remain in effect, and are not modified by this Agreement.

### **LICENSE GRANT & INTELLECTUAL PROPERTY**

- **ASCENSION ID IS LICENSED, NOT SOLD.** Subject to all other terms and conditions of this Agreement, Ascension Technologies hereby grants to You a nonexclusive, non-transferable, and non-sublicensable license to use and access Ascension ID. Ascension ID is intended for use only in the United States.
- You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on Ascension ID in any manner, and You shall not use or exploit Ascension ID in any unauthorized way whatsoever.
- Your Credentials may allow You to transmit information to Ascension Technologies’ information technology systems, including patient records, through Other Apps. Accordingly, You agree that You shall not allow any third party to access or use Ascension ID or Your Credentials, and that You will not share Your Credentials with any third party. If You suspect that Your Credentials may have been compromised, then You will immediately notify appropriate Ascension Technologies personnel.

- You must use Ascension ID and Your Credentials in accordance with all applicable laws and regulations. If You violate this Agreement, Your license and right to use Ascension ID and Your Credentials is automatically and immediately revoked.
- Ascension ID contains proprietary information and material that is owned by Ascension Technologies and its licensors, and other third parties (individually and collectively, the “Licensors”), and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that You will not use such proprietary information or materials in any way whatsoever except in compliance with this Agreement. You agree not to remove, alter or obscure any copyright, trademark, patent or other intellectual property or proprietary rights notices from Ascension ID.

### **THIRD-PARTY CONTENT & THIRD-PARTY WEBSITES**

- Ascension ID may contain third-party content or provide links to third-party websites. You agree Ascension Technologies is not responsible for third-party content or third-party websites, and does not make any endorsements, representations or warranties regarding such third-party content or third-party websites. Your use of third-party content and third-party websites is at Your own risk and subject to the third-party’s terms and conditions, as applicable.

### **TERMS OF USE**

- Use of Ascension ID may be affected by technical and equipment malfunctions, congestion on communications networks, availability of the Internet, available signal on any electronic device, or a combination thereof. You agree that alternative means of communications may be more effective in some situations.
- You acknowledge that the terms of agreement with Your respective mobile network provider (“Mobile Provider”) will continue to apply if You use Ascension ID or Your Credentials on Your mobile device. As a result, You may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing Ascension ID or any such third-party charges as may arise. You accept responsibility for any such charges that arise.

### **LIABILITY OF ASCENSION TECHNOLOGIES**

- YOU ASSUME ALL RISK OF USING ASCENSION ID AND ANY INFORMATION OR MATERIALS INCLUDED OR MADE AVAILABLE THROUGH ASCENSION ID. ASCENSION ID IS PROVIDED “AS-IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. ASCENSION TECHNOLOGIES EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS, RESULTS, AND LACK OF NEGLIGENCE.

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ASCENSION TECHNOLOGIES, ITS REPRESENTATIVES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, IN EACH CASE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE ASCENSION ID OR YOUR CREDENTIALS, EVEN IF ASCENSION TECHNOLOGIES KNEW OF, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF ASCENSION ID OR YOUR CREDENTIALS, OR WITH ANY OF THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING ASCENSION ID AND YOUR CREDENTIALS. TO THE EXTENT LIABILITY CANNOT BE EXCLUDED OR DISCLAIMED, LIABILITY IS LIMITED TO \$1.00 USD. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE, AND WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR ASCENSION TECHNOLOGIES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **GOVERNING LAW & JURISDICTION**

- This Agreement is governed by the laws of the State of Missouri without respect to its conflict of laws principles. Exclusive venue for any claims arising out of or related to the Agreement or Your use of Ascension ID shall be in the state courts located in St. Louis County, Missouri, or federal courts in the Eastern District of Missouri. By using Ascension ID, You accept the jurisdiction of such courts. Any claim that You may bring must be brought within six months of the date of the first event giving rise to the claim.
- You irrevocably and unconditionally waive any right You may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.

#### **GENERAL**

- Ascension Technologies may immediately terminate this Agreement, including all licenses granted hereunder, at any time with or without cause.
- If any provision of this Agreement 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 this Agreement, which shall remain in full force and effect, and to the extent necessary, a provision most closely effectuating the intent of Ascension Technologies shall be

substituted for such invalid provision. No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision, term or condition or any other provision, term or condition.

- You may not assign or otherwise transfer this Agreement or any rights or obligations hereunder without Ascension Technologies' prior written consent. All contributors to Ascension ID, including third-party content, are intended third-party beneficiaries of the Agreement.
- By using Ascension ID, You also agree to the terms of Ascension Technologies' Privacy Policy, including any changes we may make to the Privacy Policy over time. A copy of the Privacy Policy may be found below in this document or from the Terms of Use link in Ascension ID.
- Ascension Technologies has no obligation to provide any update or fix any bugs or errors in Ascension ID. Any updates will be deemed to be part of Ascension ID and subject to this Agreement. Ascension Technologies may require You to accept a revised or replacement version of this Agreement in connection with certain updates, in which case You must accept such version prior to using such updates.
- The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: General Disclaimer, Liability of Ascension Technologies, Governing Law & Jurisdiction, General, and Complete Agreement.

**NOTICE AND TAKEDOWN PROCEDURES; AND COPYRIGHT AGENT**

- If You believe any materials made available by or incorporated into Ascension ID infringe Your copyright, You may request removal of those materials (or access thereto) by contacting the copyright agent identified below and providing the following information:
  1. Identification of the copyrighted work that You believe to be infringed, including a description of the work, and the location of an authorized version of the work.
  2. Identification of the alleged infringing material and its location in sufficient detail to allow us to locate the material.
  3. Your name, address, telephone number and (if available) e-mail address.
  4. A statement that You have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
  5. A statement that the information that You have supplied is accurate, and that "under penalty of perjury," You are the copyright owner or are authorized to act on the copyright owner's behalf.
  6. A signature or the electronic equivalent from the copyright holder or authorized representative.

The agent for copyright issues relating to Ascension ID is:

**Ascension Technologies**  
**Attn: ip@ascension.org**

**Complete Agreement**

This Agreement, including the Privacy Policy, constitutes the entire agreement between You and Ascension Technologies with respect to the use of Ascension ID.

## PRIVACY POLICY

Last Modified: **October 19, 2020**

Ascension Health – IS, Inc. and its subsidiaries and affiliates (“**Ascension Technologies**”), the developer of Create Your Ascension ID, Log in with Ascension ID, and any other software application for which this Agreement is presented as a condition of use (each the “**Ascension ID**”), is committed to protecting your information. We have developed this Privacy Policy (“**Privacy Policy**”) to tell you what information we collect from you when you use Ascension ID. **We may change the Privacy Policy** from time to time. Our use of the information described in this Privacy Policy is subject to the Privacy Policy in effect at the time of our use.

**By using Ascension ID you agree with this Privacy Policy and the way we collect, use, and secure information as described below. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO USE ASCENSION ID.**

### INFORMATION WE COLLECT

Information you provide to us may include, but is not limited to, your Ascension Technologies-provided login information, Personal Information, such as your name, phone number, e-mail address, and other information you input into forms or text boxes in Ascension ID.

In addition to Personal Information you provide, we receive and store certain types of information automatically (“**Usage Information**”) whenever you use Ascension ID. Usage Information is necessary to allow your mobile device to operate Ascension ID and to communicate on the Internet. Usage Information can include your Internet address and Internet service provider, details regarding the equipment and applications you use, the date and time you access Ascension ID, and your physical location.

We may also use “Cookies” to help us gather information each time you use Ascension ID. “Cookies” are files that store small amounts of information on your mobile device and “remember” you. Cookies help make it easier to use Ascension ID.

Because of the systems that Ascension ID allows you to access, for compliance reasons, you cannot limit the information that you provide to us.

### HOW WE USE THIS INFORMATION

We may use the information described in this Privacy Policy to:

- o Verify your identity;
- o Provide and maintain Ascension ID;
- o Provide you with information about Ascension ID and us;
- o Assist you and help us perform responsibilities described in the **TERMS OF USE**;
- o Fulfill any other purpose for which you provide information; and

- o Comply with our legal obligations.

Ascension ID is intended for use within the United States. We expect that all use and disclosure of information will occur in the United States, and will be governed by United States law; however, some information may travel over the Internet and may travel outside the United States. Even if some information does travel outside the United States, you agree that the laws of the United States will apply.

## **SHARING INFORMATION**

We will not sell or rent the information described in this Privacy Policy to anyone, but we may share such information with others, such as our subsidiaries, affiliates, and service providers as necessary to operate our business, and as permitted by law.

We may aggregate Usage Information in a non-identifiable manner and use it for our business purposes unrelated to your use of Ascension ID. For example, we may aggregate data for product development and improvement activities and disclose such aggregated data to third parties.

We may also share any information as required by law or by a court order. Also, we may share any information when we believe, in good faith, that sharing is necessary to protect your safety or the safety of others, to protect our rights, to investigate fraud, or to respond to a government request.

## **THIRD-PARTIES**

Ascension ID may contain links to websites or content we do not control. These links are for your convenience only, and we do not endorse or make any promises or guarantees about such other websites. You should review the privacy policies posted on these websites carefully before providing any information. We are not responsible for the privacy policies or the content of any other websites.

## **SECURITY**

We protect information about you by using reasonable security measures. These security measures include physical security measures, like a locked data center, administrative security measures, like policies and rules about how our employees use data and who is permitted to handle sensitive data, and technological measures, like encryption. By using several different kinds of security measures, we try to protect information in our control. However, no security is perfect, and no security system can prevent all security breaches. You transmit information to us at your own risk.

## **CHILDREN'S DATA**

We do not intentionally collect information about children under 13 years old unless a parent or guardian expressly consents to collection of information about that child. Parents, please use the "Contact Us" information below to give permission.

If we find out that a user is under 13 years old and we have not received permission from a parent or guardian, all Personal Information will be permanently deleted.

If a parent or guardian becomes aware that a child under 13 years old has provided Personal Information to us without their consent, please contact us through the "Contact Us" below. We will permanently delete that Personal Information within a reasonable time.

## **CHANGES TO THIS PRIVACY POLICY**

This Privacy Policy may be updated or changed from time to time for any reason and at our sole discretion. It is a good idea to review this Privacy Policy frequently for any such changes. Your continued use of Ascension ID means you accept any changes. We will put a revision date on the Privacy Policy so that you can tell when it was most recently changed.

## **CONTACTING US**

If you have questions about this Privacy Policy, please contact us at the following:

### **Ascension Technologies**

Attn: Meg McElroy

Email: [meg.mcelroy@ascension.org](mailto:meg.mcelroy@ascension.org)