

# Website Privacy Policy & Terms and Conditions of Use

The Smith Family Clinic for Genomic Medicine, LLC ("Clinic") is committed to privacy on its Website, <a href="https://www.smithfamilyclinic.org">www.smithfamilyclinic.org</a>.

### **About Your Information**

The Clinic does not collect identifying information about You (such as Your name, address, telephone number, health information, insurance information, credit card information, or email address) unless You voluntarily submit that information to us. This includes but is not limited to information such as comments, payments for patient care services, granting donations, sending job or volunteer inquiries, and/or requesting newsletters.

Clinic may use cookies to facilitate the "access to" and "usage of" our websites. The intent is to provide a more user-friendly or customized website experience. We do not use cookies to collect data for future contact outside the realm of our websites. Most browsers offer instructions on how to reset the browser to reject cookies in the "Help" section of the toolbar. You do not have to accept cookies in order to use our sites.

Clinic reserves its right to disclose any information in its possession if it is required to do so by law, or it believes, in good faith, that such a disclosure is necessary to comply with the law, defend its rights or property, or to respond to an emergency situation.

### **Security**

Clinic utilizes reasonable security measures to protect the personal information You submit to it. Such security involves the use of SSL-secured Web forms, Firewalls, and other commonly employed security methods. However, due to the nature of the internet, Clinic is unable to guarantee complete security of its Website.

#### **Other Sites**

Clinic privacy policy applies only to your use of the Website. Clinic is not responsible for the privacy practices of sites linked to the Clinic website. You should read the privacy policies of each site you visit to determine what information that site may be collecting about you.

#### **User Submissions**

The Clinic welcomes Your comments on its content and the information contained herein. You understand you do so at your own choice. However, You acknowledge that if You send Clinic or sites that are linked to Clinic creative suggestions, ideas, notes, drawings, concepts, inventions or other information, (collectively, the "Information"), the Information shall be deemed, and shall remain, the property of Clinic. By submission of any Information to us, You assign to us and we shall exclusively own all now known or hereafter existing rights to such Information and shall be entitled to unrestricted use of the Information for any purpose whatsoever, commercial or otherwise, without compensation to You.

## **Email Newsletters and Related Services**

If you subscribe to a newsletter, publication or press release published by Clinic, we will only send messages to individuals who have opted to subscribe and who have provided their email address to us directly. We only add individuals at their request. At any time, you may opt out by using the unsubscribe link provided in the publication email, which will remove your information from the distribution list for that publication. Or you can send an email to <a href="mailto:privacy@smithfamilyclinic.org">privacy@smithfamilyclinic.org</a> and notify us of your desire to be removed from our email distribution lists.

## **Donations and Fundraising Events**

When you donate to our supporting foundation or register for a fundraising event, we ask you to voluntarily provide your name, address, telephone number, email address and possibly credit card number so we can process your donation or event registration, send you a receipt or confirmation, and communicate with you if necessary. If you'd like, you can provide that information another way (by phone or regular mail). When you make a gift your information goes into a database maintained by the HudsonAlpha Foundation. The Foundation may then send you email or mailings about other opportunities to support the Foundation. You will always have the opportunity to opt out using any of the opt-out methods.

## **Appropriate Use**

You are responsible for complying with the law and the terms and conditions of our Website. You are responsible if you violate any of the terms or conditions of our Website. Clinic is not responsible for monitoring all the content on its website. However, Clinic reserves the right to expel users and prevent their further access to this site for violating these terms or the law and reserves the right to remove any communications from this site. The violation of any of the Terms and Conditions set forth on this Terms and Conditions page shall result in the immediate revocation of Your right to use the content.

### **A Note to Parents**

You are responsible to supervise your child on this website to make sure they are utilizing this website according to your wishes.

## **Changes to Our Privacy and Security Policies**

Just as with the other terms and conditions of this website, Clinic may change the terms and conditions of our Privacy Policies at any time without notice to you by posting revisions on the Website. By accessing or using the Website, you agree to be bound by all of the terms and conditions of the Agreement as posted on the Website at the time of your access or use, including the Privacy Policies then in effect.

## **Website Terms and Conditions of Use**

#### Disclaimer

The information in <a href="www.smithfamilyclinic.org">www.smithfamilyclinic.org</a> and its related Websites is provided as a courtesy by Clinic and its related organizations.

This website also contains links to third party websites. Those sites are not under the control of Clinic and we are not responsible for the content or privacy practices of those sites.

While Clinic strives to provide users of its website with helpful and accurate information, this website is not a substitute for health or medical advice from a qualified health professional. Clinic does not guarantee the accuracy, quality, suitability or reliability of the information on our website or third party websites.

Users of this website should seek advice from a qualified health professional if they have any questions or a health or medical condition.

Use your best judgment and call 911in the case of any emergency. Never disregard professional advice or delay in seeking treatment because of something you have read from a Clinic website.

## No Warranties / Disclaimer of Liability

THE WEBSITE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF TITLE, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND / OR ANY WARRANTY ARISING FROM A COURSE OF BUSINESS DEALING, OR TRADE PRACTICE. CLINIC AND ITS REPRESENTATIVES WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR YOUR USE OR FAILURE TO USE THE INFORMATION ON THIS WEBSITE. CLINIC DOES NOT ASSUME ANY LIABILITY AND IS NOT RESPONSIBLE FOR ANY DAMAGES OUT OF USING THIS WEBSITE OR RELATED WEBSITES, INCLUDING ANY DAMAGE FROM COMPUTER VIRUSES. YOUR SOLE EXCLUSIVE REMEDY IS TO STOP USING THE SITE.

## **Changes / Termination**

Clinic may change the content of its websites at any time without notice. Your use of the Clinic website is subject to termination at any time without notice.

## Information you may submit to Clinic

You agree to limit the confidential information you submit to Clinic via e-mail or otherwise posted on or through this website. You acknowledge that information sent by e-mail may be intercepted by someone unknown to you because of the nature of e-mail, through no fault of Clinic and you agree to accept this risk. Clinic may, but is not required to respond to any e-mail or other information submitted to it by you.

The information you provide may be, but is not required to be, monitored to ensure the appropriate use of the Website or otherwise viewed in the course of system maintenance by Clinic or its agents. You acknowledge and understand that individuals that perform these functions may have access to any information you disclose to Clinic.

#### **Passwords**

If you have signed up for the Clinic patient portal, you are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your account and password; (3) promptly inform us of any need to deactivate a password; and (4) comply with the patient portal terms of use.

## **Appropriate Conduct**

You agree to use the website only for lawful purposes. You are prohibited from using, posting, or transmitting any information that is illegal, threatening, libelous, defamatory, obscene, ethnically or racially offensive or discriminatory, profane, invades the privacy of another person or any other information or materials that constitute a crime or otherwise violate any law or confidentiality agreement.

## Jurisdiction

These terms and conditions constitute an agreement entered into in the state of Alabama and is governed by Alabama law, without regard to conflict of laws, and courts situated in Madison County, Alabama.

Clinic's failure to act with respect to a breach by you or others of these terms and conditions does not waive Clinic's right to act with respect to subsequent or similar breaches.

### Contact Information

If you have any questions about these privacy policies or terms of use of this site, please contact Clinic Privacy Officer at 256-327-9641.

Effective Date: May 23, 2018