

WEBSITE TERMS AND CONDITIONS OF USE

(Effective July 1, 2010)

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Welcome to our website. This website is owned and operated by **Maine Coast Regional Health Facilities d/b/a Maine Coast Memorial Hospital** (a Maine nonprofit corporation) [the “Hospital,” “we,” or “us”]. Your access to and use of this website are subject to, and constitute acceptance of, the following Website Terms And Conditions Of Use, as well as the terms of our Website Privacy Policy and our Notice OF Privacy Practices [collectively, “Terms and Conditions”], which are hereby incorporated by reference in these Terms and Conditions.

1. ACCEPTANCE OF TERMS

IMPORTANT! PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS, AS MAY BE AMENDED. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THIS WEBSITE. These Terms and Conditions are subject to change by the Hospital.

These Terms and Conditions were last updated on the effective date identified above. We reserve the right to change these Terms and Conditions from time to time in our sole discretion without notice to you. By using this website, you agree that you have read, understood, and are bound by these Terms and Conditions, as may be amended. You are responsible for periodically reviewing these Terms and Conditions for any changes, and you use of this website after any such changes constitutes your acceptance of the changes. You agree to comply with all applicable laws.

2. DISCLAIMER REGARDING MEDICAL AND OTHER INFORMATION PROVIDED BY THIS WEBSITE

This website is offered as a service to provide general information about the Hospital. The information and materials provided through this website (including, without limitation, any text, data, graphics, images, software, forms, and audio and video clips [collectively, the “Information”]) are not to be construed as medical advice, medical diagnosis, medical treatment, legal advice, investment advice, or other advice, and are not a substitute for professional medical care. You should consult your healthcare professionals for medical advice and other advisors as appropriate. **Information on this website is not provided in the course of a professional relationship between a healthcare provider and a patient, and is not intended to create any doctor-patient relationship, nor should it be considered a replacement for consultations with a healthcare professional.** Should you have any health problems or healthcare-related questions, please call or see your physician or other healthcare provider promptly. **If you have an emergency medical condition, call 911. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF SOMETHING YOU HAVE READ OR SEEN ON THIS WEBSITE.**

Please also note that data and other information in the medical field change frequently, and are subject to differing interpretations. Facts and circumstances also differ in every situation. Accordingly, although the Hospital endeavors to use reasonable care in assembling the Information, you should be aware that the Hospital has no obligation to update the Information, and that the Information may contain errors, omissions, inaccuracies, or outdated information. The Hospital makes no representations or warranties as to the completeness, accuracy, adequacy, currency, suitability, or reliability of any Information, and assumes, and shall have, no liability of any kind relating to the Information. You assume full responsibility and all risks arising from your use of and access to this website. The information in this website is presented “AS IS” with all faults, and may include technical inaccuracies or typographical errors. We reserve the right to make additions, deletions, or modifications to the information at any time without any prior notification.

The Hospital does not recommend or endorse any specific tests, physicians, products, services, procedures, opinions, companies, industries, or other information that may be mentioned on this website, including any information provided by third-party service providers or information that may be linked to, framed from, or otherwise connected with an external website [collectively, “Linked Websites”]. You assume full responsibility for any reliance on any Information provided by the Hospital or others, and therefore rely on such Information solely at your own risk.

3. DISCLAIMER REGARDING THIRD-PARTY LINKS

This website may contain Linked Websites external to www.mcmhospital.org. Links to this website may also be featured on independent third-party websites. However, these Terms and Conditions govern only this website, and do not govern any other site to which this website may be linked or that may be referenced on this website or any publications or events sponsored by others that may reference on this website. All of your use of Linked Sites is subject to the

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The Hospital has not reviewed all of the websites that link to this website or the Linked Websites, and the Hospital has no control over such sites or the content provided through, accessed by, or requested through such sites. We do not warrant, represent, or assume responsibility or liability for any Linked Websites or any information or content contained in any third-party websites or obtained from third parties, including, without limitations, accuracy, security, effectiveness, completeness, timeliness, suitability, reliability, legality, decency, copyright compliance, or compliance with local, cultural, and legal norms of such third-party information or content. We disclaim all liability for the content of any website that may be linked to our website via hyperlink, whether such hyperlink is provided by the Hospital or by another entity.

We do not endorse, monitor, edit, censor, or otherwise control the content provided by third parties (including, without limitation, content posted on or in any other website, bulletin board, chat room, or other forum). The fact that the Hospital may offer Linked Websites, or that this website is accessible by links, does not indicate an approval, sponsorship, or endorsement by the Hospital of any such sites or any products, services, publications, or other material contained in any such sites. Further, descriptions of, or references to, products, services, or publications within this website do not imply endorsement of, and the Hospital is not responsible for, any such product, service, or publication. By providing access to other websites, we are not recommending the purchase or sale of the stock issued by any company.

The Hospital cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and check points to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this website for the reconstruction of any lost data. The Hospital does not assume any responsibility or risk from your use of the Internet.

4. FORWARD-LOOKING STATEMENTS

All claims, representations, and statements other than historical fact that are presented in this website are intended to be forward-looking statements protected under the safe harbor provisions of federal and/or state laws, including the Private Securities Litigation Reform Act of 1995. The forward-looking statements are qualified by important factors, and must be analyzed in context. The forward-looking statements are statements of future expectations that are based on our current expectations and assumptions, and involve known and unknown risks and uncertainties. Actual developments, results, performance, or events could differ materially from those stated, projected, implied, or inferred from the forward-looking statements, and depend on a number of factors that may include, without limitation, legal developments (including regulatory approvals, legislative and political developments, or potential litigation), stability of commercial relationships, environmental and physical risks, results of pending or future clinical trials,

validity and enforcement of patents, ongoing commercialization of products, and general economic conditions. The Hospital believes all forward-looking statements in this website were true at the time written. The Hospital assumes no obligation to publicly update or revise any forward-looking statement as a result of new information, future events, or other information.

5. LIMITED PERMISSION TO USE THIS WEBSITE

Subject to these Terms and conditions, you may view this website and download or make limited printouts of text, images, graphics, and other materials on this website {“Web Content”} only for your personal, noncommercial, informational use. Your limited permission to use and access this website is immediately and automatically revoked if you violate any of these Terms and Conditions. The Hospital reserves all rights not expressly granted.

6. LIMITED PERMISSION TO PROVIDE A LINK TO OUR WEBSITE FROM OTHER WEBSITES

Commercial websites and other websites may include a link to our website (www.mcmhospital.org) provided that the link complies with all of the following conditions: (1) the link must lead directly to our homepage at www.mcmhospital.org; (2) the link must not frame any of our website content; (3) the link must state that it leads to the website of “**Maine Coast Regional Health Facilities d/b/a Maine Coast Memorial Hospital**”; and (4) the link and the linking website must not falsely represent or suggest any relationship between the linking website or the linking sponsor’s products or services and the Hospital (including, without limitation, suggestions of affiliation, sponsorship, or endorsement), unless such a relationship exists and the statement describing the relationship has been expressly approved in advance by the Hospital. The Hospital reserves the right to revoke this limited license to use specific links at any time. If the Hospital revokes this license, you agree to immediately remove all links to this website.

7. RESTRICTIONS

You may not reverse look-up, trace, or seek to trace any information on any other user of, or visitor to, our website, or any other customer of the Hospital, or exploit this website or the Web Content in any way for the purpose of revealing any personal identification or information, other than your own information. You agree not to use any device or routine to interfere or attempt to interfere with the proper working of, or any other person’s use of, our website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of our website or the Hospital’s systems or networks, or any connected systems or networks.

By using or accessing this website, you agree not to disrupt or intercept our electronic information posted on this website or on any of our servers. You also agree not to attempt to circumvent any security features of our website, and to abide by all applicable local, state, federal, and international laws, rules, and regulations.

8. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE AND THE WEB CONTENT MADE AVAILABLE ON THIS WEBSITE ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR CREATED BY LAW, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATION ACCURACY, OR TITLE, OR ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. THE HOSPITAL MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, EFFECTIVENESS, COMPLETENESS, TIMELINESS, SUITABILITY, OR RELIABILITY OF CONTENT AVAILABLE THROUGH THIS WEBSITE, OR AS TO THE USE OF THIS WEBSITE BEING UNINTERRUPTED OR ERROR-FREE. YOU ASSUME AND ARE RESPONSIBLE FOR ALL RISK FOR YOUR ACCESS TO AND USE OF THIS WEBSITE AND ALL LINKED WEBSITES, INCLUDING, WITHOUT LIMITATION, FOR YOUR ACCESS TO AND USE OF THIS WEBSITE AND ALL LINKED WEBSITES IS FREE FROM VIRUSES AND ANY OTHER POTENTIALLY DESTRUCTIVE COMPUTER CODE.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL THE HOSPITAL OR ITS LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OFFICERS, DIRECTORS, OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE HOSPITAL, BE LIABLE FOR ANY LOSSES, EXPENSES, OR DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, STATUTORY, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES, COSTS, LOSS OF PROFITS, INCOME, OR REVENUES, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COSTS OF REPLACEMENT OF GOODS, LOSS OR DAMAGE TO DATA, OR SIMILAR DAMAGES), WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, THAT ARISE FROM OR ARE IN ANY WAY RELATED TO USE OF, INABILITY TO USE, OR RELIANCE ON THIS WEBSITE, ANY INFORMATION CONTAINED IN OR OMITTED FROM THIS WEBSITE, OR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, OR THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO OR ALTERATION OF THIS WEBSITE OF THE WEB CONTENT (INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DAMAGE TO YOUR COMPUTER HARDWARE, DATA, INFORMATION, OR BUSINESS), EVEN IF THE HOSPITAL OR ANY REPRESENTATIVE, AGENT, OR OTHER PERSON HAS BEEN ADVISED OF OR OTHERWISE HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

In no event will the collective liability of the Hospital and its licensors, service providers, content providers, employees, agents, officers, and directors to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the amount, if any, that you have paid to the Hospital to access our website content or to purchase any product or service via our website. If you live in a state that does not allow the limitation or exclusion of liability or damages, the above limitation or exclusion may not apply to you.

10. INDEMNITY

You agree to defend, indemnify, and hold harmless the Hospital, its licensors, content providers, service providers, and contractors [collectively, the “Indemnified Parties”] from and against any breach of these Terms and Conditions by you, including any use of this website or content accessible within this website other than as expressly authorized in these Terms and Conditions. You agree that the indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorney fees of the Indemnified Parties in connections therewith. You also agree to defend, indemnify, and hold harmless the Indemnified Parties for and against any claims brought by third parties arising out of your use of the information accessed from this website.

11. PRIVACY POLICY

Your privacy is important to us. The Hospital will use any personal information collected by our website in accordance with our **Website Privacy Policy** located at www.mcmhospital.org/webprivacy.pdf

IMPORTANT! Please note that our **Notice of Privacy Practices** is a separate document that governs how certain health information about you may be used and disclosed by the Hospital. Please take a moment to review this policy as well, which is located at www.mcmhospital.org/hipaa.pdf.

12. YOUR COMMENTS AND SUGGESTIONS

We appreciate comments and suggestions from visitors to our website. However, any comments, suggestions, feedback, questions, ideas, or other communications or information that you submit to us, whether through this website or by e-mail, mail, telephone, fax, or any other method, will be considered non-personal, non-confidential, and non-proprietary to the fullest extent permitted by these Terms and Conditions (including our Privacy Policy) and applicable law. You hereby grant and will grant to the Hospital an unrestricted, royalty-free, irrevocable right to use, reproduce, display, perform, publish, create derivative works of, modify, incorporate into other material, transmit, distribute, and otherwise use in any manner, format, and medium, and for any purpose (including, without limitation, the research, development, manufacture, use or sale of products or services incorporation such information or communications), your comments, suggestions, feedback, questions, ideas, or other communications or information that you submit to us, to the fullest extent consistent with these Terms of Use (including our Privacy Policy and applicable law. The sender of any information to the Hospital is fully responsible for its content, including its truthfulness, its accuracy, and its non infringement of any other person’s or entity’s

proprietary or privacy rights. Unless expressly stated and agreed upon in advance by the Hospital, or otherwise provided by applicable law, no confidential relationship shall be established in the event that any user of this website should make any oral, written, electronic, or other communication to the Hospital.

13. GENERAL TERMS

You agree that these Terms and Conditions describe the entire agreement between you and the Hospital relating to the subject matter hereof. We reserve the right to change any of the Web Content and to discontinue the availability of our website at any time without notice. If a court of competent jurisdiction finds that any provision of these Terms and Conditions is invalid or unenforceable, you agree that the other provisions of these Terms and Condition will remain in full force and effect. This website was created and is operated under the laws of the State of Maine. The laws of the State of Maine and the federal laws of the United States will exclusively govern these Terms and Conditions, without giving effect to any conflicts of laws principles. You agree that the only proper venue for any dispute will be the Superior Court of Maine or the United States District Court for the District of Maine, and you consent and submit to the personal jurisdiction of those courts for the purposes of litigating any dispute between us or relating in any way to this website or the Web Content. You agree that, regardless of any applicable law to the contrary, you cannot file a claim or cause of action arising out of or in any way related to this website, the Web Content, or these Terms and Conditions more than one (1) year after such claim or cause of action arose. Sections **1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16** of these Terms and Conditions, as may be amended, will survive any termination of these Terms and Conditions. You agree to defend, indemnify, and hold harmless the Hospital and its licensors and licensees from all losses, expenses, and damages (including, without limitation, reasonable attorney fees) resulting from or relating to any information that you provide or your violation of these Terms and Conditions (including our Privacy Policy).

14. INTELLECTUAL PROPERTY

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15. TRADEMARK USAGE GUIDELINES

The trademarks, service marks, and logos (including, without limitation, marks identified in these Terms and conditions or elsewhere on our website) {collectively, the “Trademarks”] of the Hospital are of great value and importance in identifying the Hospital as a source of high quality products and services. Proper use of the Trademarks is important. In general, any use of the Trademarks requires the prior written permission of the Hospital. Use of the Trademarks by licensees of the Hospital or other permitted users must conform to these Trademark Usage guidelines, the terms of any written license, and all applicable laws.

- A.** The Trademarks should always be used with the correct form of notice of registration or notice of common-law trademark or service mark rights. The correct notice to be used in association with each of the Trademarks depends on whether or not the Trademark is registered in the applicable jurisdiction. If a Trademark is registered in the applicable jurisdiction, the “®” registered trademark symbol should be used. If a Trademark is not registered, the word “trademark” or the symbol “™” should be used to identify a common-law trademark, and the word “service mark” or the symbol “SM” should be used to identify a common-law service mark. These notices should be placed adjacent to the Trademarks, and should be provided on all advertising materials, product labeling, computer screens, and other uses.
- B.** In addition, a legend should appear on each document, page, or advertisement in which a Trademark is displayed that clearly indicates that each of the displayed Trademarks is a trademark of the Hospital, Inc. in the U.S. and in other international jurisdictions, as appropriate.

- C. The Trademarks should be used as adjectives and in general should always be accompanied by the generic name of the associated product or service. The Trademarks should not appear with a word or portion of the mark omitted or changed.
- D. Advertising for the Hospital or its products or services, and any use of the Trademarks in any advertising, promotion, or collateral, must not be in violation of any applicable law, municipal ordinance, or administrative agency regulation of any country.
- E. Advertising for the Hospital or its products or services must not be misleading in any way. Licensees and other permitted users may not display any of the Trademarks in a way that falsely implies affiliation, sponsorship, or endorsement by the Hospital. Unless otherwise agreed to in writing, no representations or warranties concerning any the Hospital's product or service should be made under any of the Trademark.
- F. When a Trademark is used in a non-stylized form, such as in the body of text of an advertisement, it should be set apart and distinguished from the other words in the text. In order to do this, the Trademarks should be rendered in boldface type, italics, all capital letters, set in quotation marks, or underscored.
- G. When a Trademark is used and/or registered in a stylized form (such as in a logo format), each representation of that Trademark should be consistent, undistorted, and clear. The logo should not be used in a size so small that any design feature of the mark is lost. In general, this will mean that the logo must appear by itself, in a reasonable size, with reasonable spacing (at least the height of the logo) between each side of the logo and other graphic to textual element.

16. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

The Hospital respects the intellectual property rights of others. The Hospital may, in appropriate circumstances and at its sole discretion, terminate the access of users who infringe the copyright or intellectual property rights of others. If you believe that your work has been copied and is accessible at this website in a way that constitutes copyright infringement, or that this website contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify us by providing our copyright agent with the information required by the U.S. Online Copyright Infringement Liability Limitation Act of the U.S. Digital Millennium Copyright Act [the "DMCA"], 17 U.S.C. §512, *et seq.* Our agent for notice of claims of copyright infringement on or regarding this Website can be reached as follows:

Maine Coast Memorial Hospital
ATTN: Jane Sanderson
Marketing and Public Relations Manager
50 Union Street
Ellsworth, ME 04605
(207) 664-5337
jsanderson@mainehospital.org

DIAL 911 FOR EMERGENCIES

Any such notice must be in writing, and must include the following information as required by the DMCA:

- A physical or electronic signature of the copyright owner of the person authorized to act on behalf of the copyright owner
- A description of the copyright work claimed to have been infringed;
- A description of the infringing material and information reasonable sufficient to permit the Hospital to locate the material;
- Your contact information, including your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate and, under the pains and penalties of perjury, that you are authorized to act on behalf of the copyright owner.

17. QUESTIONS?

If you have questions, please call Jane Sanderson at **(207) 664-5337** or e-mail at jsanderson@mainehospital.org. Dial 911 for emergencies.