

Web Site Terms & Conditions of Use

This Web site and related services are provided subject to your compliance with the Terms and Conditions of Use specified below. Your continued use of this site will indicate your agreement to be bound by these Terms and Conditions of Use. If you do not agree to be bound by these Terms and Conditions of Use, please exit this site promptly.

1. Use of Site: The information contained within this site is offered solely for your consideration, and is subject to your verification. It is not to be considered a warranty or representation for which HCA- HealthONE LLC and affiliates (henceforth referred to as HealthONE) assumes legal responsibility, nor does HealthONE and **Rocky Mountain Pediatric Heart Surgery** grant permission to use or practice anything contained therein, or recommend such use or practice.

Rocky Mountain Pediatric Heart Surgery is not intended to be a substitute for professional medical advice. Do not use information from this website to diagnose or treat a health condition or disease without consulting a qualified health care provider.

The contents of this site may be viewed and accessed only for your personal, non-commercial use, provided that all copyright and other proprietary notices are retained on any copies made of the materials. The materials at this site may not be modified in any way or reproduced or distributed or used for any public or commercial purpose unless expressly permitted. Any use or display of the materials on this site on any other website or networked computer environment for any purpose is prohibited. The materials at this site are copyrighted and any unauthorized use of these materials may violate copyright, trademark, and other laws. Should you breach any of these terms, your authorization to use this site is terminated and you must immediately destroy any downloaded or printed materials.

Please note HealthONE and **Rocky Mountain Pediatric Heart Surgery** are not responsible for the content or activities associated with any site or entity created by anyone other than HealthONE that is linked to or from this site.

2. Copyright: Copyrights for the materials contained in this site, including all text, graphics and photos, are owned by HealthONE and **Rocky Mountain Pediatric Heart Surgery**. © HCA-HealthONE LLC and affiliates and **Rocky Mountain Pediatric Heart Surgery** 2010. All rights reserved. Use, reproduction, and/or re-transmission by any means of any of the material contained in this site without written permission is strictly prohibited.

3. Trademark: The following are trademarks and servicemarks of HCA-HealthONE LLC and affiliates: The Medical Center of Aurora and Centennial Medical Plaza; North Suburban Medical Center; Presbyterian/St. Luke's Medical Center and Rocky Mountain Hospital for Children; Rose Medical Center; Sky Ridge Medical Center; Spalding

Rehabilitation Hospital; Swedish Medical Center and Swedish Southwest ER, HealthONE Clinic Services.

Any other trademarks appearing on pages linked to this site are property of the respective owners and/or operators of those sites.

Hidden text used by web search engines to find websites, also known as metatags, may not be embedded into your website using any trademarks or servicemarks of HealthONE, whether trademarks or servicemarks are registered or unregistered. Any such use will be considered trademark infringement and will be prosecuted.

4. Links to Other Sites: Links to third-party websites that may appear on this site are provided solely as a convenience. HealthONE and **Rocky Mountain Pediatric Heart Surgery** do not claim to have reviewed these third-party sites in their entirety, nor do HealthONE and **Rocky Mountain Pediatric Heart Surgery** control content within these sites. HealthONE and **Rocky Mountain Pediatric Heart Surgery** are not responsible for any of these sites or their content. Moreover HealthONE and **Rocky Mountain Pediatric Heart Surgery** do not endorse or make any representations regarding any of the websites for which links are provided, or any information, software or other products or materials found therein, or any results that may be obtained from using them. Should you decide to access any third-party sites linked to this site, you acknowledge that you do so entirely at your own risk.

5. Disclaimer: THE MATERIALS PROVIDED AT THIS SITE ARE PROVIDED “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. HealthONE and **Rocky Mountain Pediatric Heart Surgery** further do not warrant the accuracy and completeness of the materials at this site. HealthONE and **Rocky Mountain Pediatric Heart Surgery** make no commitment to update the materials on this site, even if out of date. Information published at this site may refer to products, programs or services that are not available in your country or region.

6. Limitation of Liability: IN NO EVENT WILL HealthONE and **Rocky Mountain Pediatric Heart Surgery**, ITS AFFILIATES, SUPPLIERS, OR OTHER THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING FROM THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEBSITES LINKED TO THIS SITE, OR ANY MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. User Submissions: Subject to the HealthONE and **Rocky Mountain Pediatric Heart Surgery** Privacy Statement, any material, information or other communication you

transmit or post to this site will be considered non-confidential and non-proprietary. HealthONE and **Rocky Mountain Pediatric Heart Surgery** will have no obligations with respect to such communications. HealthONE and **Rocky Mountain Pediatric Heart Surgery** and its designees are free to copy, disclose, distribute, incorporate and otherwise use the communications and all data, images, sounds, text, and other collateral embodied therein for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from this site any unlawful, threatening, libelous, defamatory, obscene, pornographic, or otherwise inappropriate material that would violate any law. No patient identifying information is to be shared or transmitted to this site.

8. Revisions: HealthONE and **Rocky Mountain Pediatric Heart Surgery** may revise and update Terms and Conditions of Use at any time. Please periodically review the terms, conditions, and privacy statements posted on the HealthONE and **Rocky Mountain Pediatric Heart Surgery** website. Continued usage of the HealthONE and **Rocky Mountain Pediatric Heart Surgery** website will be considered acceptance of any changes and/or modified policies. Certain provisions of terms and conditions may be superseded by expressly designated legal notices or terms on particular pages at this site.

9. **Choice of Law and Venue** These Terms and Conditions of Use are entered into in the State of Tennessee and shall be governed in accordance with the laws of the State of Tennessee, exclusive of its choice of law rules.

Each party to these Terms and Conditions of Use submits to the exclusive jurisdiction of the state and federal courts sitting in Nashville, Davidson County, Tennessee for any dispute with ehc.com, or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

If any provision of these Terms and Conditions 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 these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

10. Entire Agreement: Except as expressly provided in a particular "legal notice" on the HealthONE and **Rocky Mountain Pediatric Heart Surgery** site, these Terms and Conditions of Use constitute the entire agreement between you HealthONE and **Rocky Mountain Pediatric Heart Surgery** with respect to the use of the HealthONE and **Rocky Mountain Pediatric Heart Surgery** site and content.

Contacting Us: HealthONE and **Rocky Mountain Pediatric Heart Surgery** welcome your questions and comments regarding our Terms and Conditions of Use and any other issues related to this site. Please call the main number of your provider.

HealthONE and **Rocky Mountain Pediatric Heart Surgery** is sensitive to the expectation of privacy by those who access this site. For a complete statement of our policies regarding privacy, please view our [Privacy Statement](#).