

# Terms and Conditions

## VEC Entity Terms and Conditions

Updated: 01/22/18

**GO TO OUR EMERGENCY ROOM OR DIAL 911 IMMEDIATELY IN THE EVENT OF AN EMERGENCY.**

**THIS IS A CONTRACT BETWEEN YOU AND VEC (Village Emergency Center).**

**PLEASE READ THESE TERMS AND CONDITIONS (Terms) CAREFULLY. By accessing and using this and other websites and mobile applications of Village Emergency Center and its subsidiaries and affiliates (collectively referred to as VEC, us, our, or we), including without limitation (villageec.com/ riveroaksemergency.com/ katyemerGENCY.com), and other websites and mobile applications linking to these Terms (individually, a Site, and collectively, the Sites), you agree to be bound by these Terms.** These Terms are between you (sometimes referred to as **you** or **your**) and VEC. Remember that your use of the Sites is at all times subject to the VEC [Privacy Policy](#), which incorporates these Terms. **Print or download a copy of these Terms for your records.**

If you are asked to click your agreement to specific terms and conditions to access certain functions on any of the Sites (each a **Site Agreement**), the terms in the Site Agreement shall govern over any inconsistencies with these Terms, but only for the specific Site function described in that Site Agreement. Each affiliate of Village Emergency Center is controlled and operated by a separate and distinct legal entity. You acknowledge and agree that, by accessing a Site, the Site Agreement (if any) and these Terms create an agreement only between you and the individual affiliate, and you will not hold Village Emergency Center responsible for the actions of any affiliate.

We may revise and update these Terms from time to time without prior notice to you and will post the updated Terms to the Sites. ANY CHANGES TO THESE TERMS WILL APPLY IMMEDIATELY UPON POSTING TO THE SITES. BY USING OR OTHERWISE ACCESSING THE SITES, POSTING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITES, YOU HEREBY AGREE TO, AND SHALL BE SUBJECT TO, THESE TERMS AND ANY CHANGES TO THEM. IT IS YOUR OBLIGATION TO PERIODICALLY REVIEW THESE TERMS FOR SUCH CHANGES.

### **EMERGENCY OR URGENT MATTERS**

No Site, including a Site through which you may communicate with a health care provider, should ever be used for emergency or urgent matters. If you believe that you or another individual for whom you have Proxy Access (as described under User Accounts below) needs to speak to a health care provider on an urgent basis you should contact the health care provider directly by phone. **FOR ALL MEDICAL EMERGENCIES AND URGENT MATTERS, PLEASE GO TO AN EMERGENCY ROOM OR DIAL 911 IMMEDIATELY.** The Site should not be used for emergency or urgent communications with any healthcare provider. The Site is not a substitute for appropriate and timely contact with a health care provider.

## **NO MEDICAL ADVICE**

Our Sites do not provide medical advice. **GO TO OUR EMERGENCY ROOM OR DIAL 911 IMMEDIATELY IN THE EVENT OF AN EMERGENCY.**

UNLESS YOU ARE COMMUNICATING DIRECTLY WITH A HEALTH CARE PROVIDER THROUGH A SITE, YOU AGREE THAT PROVISION OF ANY INFORMATION FROM ANY SITE DOES NOT CONSTITUTE THE PRACTICE OF ANY MEDICAL, NURSING, OR OTHER PROFESSIONAL HEALTH CARE ADVICE, DIAGNOSIS, OR TREATMENT. Physicians performing services at VEC may be independent contractors and not employees, agents or representatives of VEC.

You are responsible for evaluating specific health care providers, treatments, information, content, products, and services that may be available through the Sites. WE DO NOT MAKE ANY GUARANTEE ABOUT THE RELATIONSHIP BETWEEN YOU AND VEC OR ANY HEALTH CARE PROVIDER, OR WHETHER ANY INFORMATION, PRODUCTS, OR SERVICES YOU FIND ON THE SITES WILL HELP YOU ACHIEVE THE RESULT(S) YOU WANT.

INFORMATION CONTAINED IN THE SITES OR ANY SITE-RELATED SERVICE IS INTENDED TO BE INFORMATIONAL ONLY. THE INFORMATION SHOULD NOT BE CONSIDERED COMPLETE, NOR SHOULD IT BE RELIED ON AS A COURSE OF TREATMENT. UNLESS YOU COMMUNICATE DIRECTLY WITH A HEALTH CARE PROVIDER THROUGH A SITE, A SITE **SHOULD NOT BE USED IN PLACE OF A VISIT, CALL, CONSULTATION OR THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER.** INFORMATION INCLUDED IN THE SITE IS NOT EXHAUSTIVE AND DOES NOT COVER ALL DISEASES, AILMENTS, PHYSICAL CONDITIONS OR THEIR TREATMENT. **ALWAYS CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER BEFORE BEGINNING A NEW TREATMENT, DIET OR FITNESS PROGRAM. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU READ ON THE SITES.**

THE INFORMATION CONTAINED IN THE SITES IS COMPILED FROM A VARIETY OF SOURCES (**INFORMATION PROVIDERS**). NEITHER VEC NOR INFORMATION PROVIDERS DIRECTLY OR INDIRECTLY PRACTICE MEDICINE OR DISPENSE MEDICAL SERVICES AS PART OF THE SITES.

THE SITES MAY CONTAIN MATERIALS WHICH YOU FIND SEXUALLY EXPLICIT OR OTHERWISE OFFENSIVE. VEC ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS, AND USE OF THE SITES IS AT YOUR OWN RISK.

## **ELECTRONIC MESSAGING**

In some instances, you may be able to send electronic messages to a health care provider through the Site. In such instances, the anticipated turnaround time for response to electronic messages is three (3) business days, but no guarantee is made. If a physician or other health care provider is unavailable, messages sent through the Site may be routed to other authorized health care providers in order to facilitate a timely response to your request. If you have not received a response to your inquiry within three (3) business days, please contact the health care provider directly. Messages you send or receive through the Site may be made part of your medical record, or the medical record of the individual on whose behalf you are acting.

## **ACCESS TO MEDICAL INFORMATION**

If a Site makes medical information from your medical record, or a medical record of an individual for whom you have Proxy Access, available to you, the information available through the Site does not necessarily reflect the complete contents of the medical record. The Site is designed for convenience purposes only, and VEC does not guarantee the Site contains the complete medical record or that the medical information that is made available is correct or accurate. To obtain a complete copy of the medical record you should contact the relevant health care provider directly.

VEC assumes no responsibility for how you use or disclose any medical information that may be made available to you through a Site. If you utilize a Site to access your medical information, or another individual's medical information to which you have been granted Proxy Access, you are responsible for ensuring that the computer systems you use to access the Site have appropriate security controls enabled and that you have accessed the Site through a secure connection. You expressly assume the risk of any unauthorized disclosure or intentional intrusion, or of any delay, failure, interruption or corruption of data or other information that you transmit to or receive from the Site. You are solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for your access to and use of the Site.

## **SURVEYS**

From time-to-time a Site may request information from you via a survey. Participation in these surveys is completely voluntary. You have a choice whether or not to disclose the requested information, which may include contact information (name and address) and demographic information (zip code and age level). Feedback collected by these surveys will be used for purposes of monitoring or improving use of the Site, and as specifically described in the survey itself. Personal information gathered from surveys will be protected as described in the VEC [Privacy Policy](#).

## **MOBILE DEVICES**

Your contract with your mobile network provider (**Mobile Provider**) will continue to apply when accessing or using the Sites on your mobile, handheld device (**Mobile Device**). You understand that your Mobile Provider may charge you fees for your use of its network connection while accessing or using the Sites, for data downloading, e-mail, text messages, for roaming, and other Mobile Provider or third party charges. You understand that the Sites are provided over the Internet and mobile networks, so the quality and availability of the Sites may be affected by factors outside our control. We do not guarantee that the Sites will be compatible or operate with your Mobile Provider's service plans, with any particular Mobile Device, or other piece of hardware, software, equipment, or device you install on or use with your Mobile Device. We are not responsible if the Sites are unavailable or if you cannot download or access all content available on the Sites, for any compatibility or interoperability issues, or for any communication system failure which may result in the Sites being unavailable.

## **OVERVIEW OF CONTENT ON THE SITES**

The Sites contain postings, text, images, messages, files, and other information and materials for download and viewing by individual Users (**Users**) of the Sites, made

available by VEC and by advertisers, sponsors and other content contributors (**Content Contributors**). Portions of the Sites authored by VEC or its authorized agents, contractors, and employees are referred to as **VEC Content**. Portions of the Sites authored by Users are referred to as **User Content**. Portions of the Sites authored by other Content Contributors are referred to as **Third Party Content**.

### **Use and Accuracy of VEC Content**

All VEC Content on the Sites is protected by federal and international copyright and intellectual property laws and is the property of VEC or its suppliers. No portion of the VEC Content may be reprinted, republished, modified, reproduced, or distributed in any form without the express written permission of VEC. This restriction shall not apply to any medical information belonging to you or an individual for whom you have Proxy Access.

You may view or download VEC Content for your own personal use. You must keep intact any notices, including copyright notices, contained on any downloaded VEC Content and you must comply with any applicable end-user license agreements. With respect to VEC Content, any rights not expressly granted by these Terms or any applicable end-user license agreements are reserved by VEC.

Although VEC attempts to ensure the accurateness of the VEC Content, it makes no guarantees whatsoever as to its correctness or accuracy. It is possible that the VEC Content could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to VEC Content by third parties. In the event that an inaccuracy arises, please inform VEC so that it can be addressed. Information contained on the Sites may be changed or updated without notice.

### **Use of User Content and Third-Party Content**

All User Content and Third-Party Content on the Sites are the responsibility of their respective owners. VEC is not responsible for User Content and Third-Party Content, and the views and opinions expressed in User Content and Third-Party Content are not necessarily those of VEC. VEC cannot, and does not, review User Content or Third-Party Content before they are made accessible through the Sites. Nevertheless, please be advised that User Content and Third-Party Content may be protected by federal and international copyright or other laws, and your right to reprint, republish, modify, reproduce, or distribute User Content or Third-Party Content may be limited accordingly.

### **Your Responsibilities**

You agree that when using the Sites, you will not:

1. Delete, hack, or attempt to change or alter any content or notices;
2. Use any device, software, or routine intended to damage or interfere with the proper functioning of the Sites, servers, or networks connected to the Sites, or take any other action that interferes with any other person's use of the Sites;
3. Use any automatic or manual device or process to harvest or compile information from the Sites for any reason;
4. Copy, modify, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which the Sites are based;

5. Introduce into the Sites any malicious or intentionally destructive software routines designed to permit unauthorized access to disable, erase, or otherwise harm the Sites or any Site content;
6. Introduce into the Sites any software routine designed to disable a computer program automatically, with the passage of time, or under the positive control of an unauthorized person;
7. Use any content made available through the Sites in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party;
8. Attempt to access any other person's information;
9. Post, upload, or transmit photos or video of any third party without express, written permission. By uploading, transmitting, or posting any photo or video on or through the Sites, you represent and warrant that you have express, written permission from all persons appearing in the media for all potential uses by the Sites or VEC of such media;
10. Send any chain letters, junk mail, unauthorized e-mail, or advertisements;
11. Encourage any illegal activities, or post anything that is obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity;
12. Decrypt, transfer, frame, display, or translate any part of the Sites;
13. Use the information in the Sites to create or sell a similar service or similar information.

## **YOUR INDEMNIFICATION OF VEC**

You agree to defend, indemnify and hold harmless VEC, our officers, members, directors, employees and agents, from and against any and all claims, liabilities, damages, losses or expenses, including attorney's fees and costs and expenses, arising out of or in any way connected with (a) your access to or use of all or part of the Sites; (b) any personal information you provide to the Sites; (c) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations within these Terms; (d) your infringement or misappropriation of any intellectual property or other rights of VEC or third parties by you; or (e) any negligence or willful misconduct by you.

## **NO WARRANTY**

THE SITES, INCLUDING ANY CONTENT OR INFORMATION CONTAINED IN THE SITES AND ANY SITE-RELATED SERVICE, ARE PROVIDED **AS IS**, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. STATEMENTS OUTSIDE THE TERMS, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, IS NOT A WARRANTY OR PROMISE BY US, AND WE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH STATEMENTS. WE HAVE NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY COMMUNICATION, INFORMATION, OR YOUR CONTENT. **YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITES, SITE-RELATED SERVICES, AND ANY LINKED WEBSITES.**

Some jurisdictions do not allow the disclaimer of warranties, so such disclaimers and exclusions may not apply to you.

### **NON-VEC PROVIDERS**

Not all of the health information that you have access to through Sites was created by VEC or a provider employed by VEC. Further, you may have the ability to send electronic messages through the Site to health care providers that are not employed by VEC (all such independent providers referred to as **Non-VEC Providers**). VEC explicitly disclaims any and all liability related to the health information created by Non-VEC Providers that is made available through the Sites, and for any information, activities and communications of Non-VEC Providers that are made through the Sites.

### **LIMITATIONS OF LIABILITY**

NEITHER VEC, OUR OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES OR AGENTS ARE RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITES, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED IN THE SITES OR ANY LINKED WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITES, SITE-RELATED SERVICES, CONTENT OR INFORMATION, OR LINKED WEBSITES IS TO STOP USING THE SITES, SITE-RELATED SERVICES, CONTENT OR INFORMATION, OR LINKED WEBSITES.

**IF WE ARE FOUND TO BE LIABLE, DESPITE THE LIMITATIONS ABOVE, THEN IN NO EVENT SHALL VEC BE LIABLE FOR ANY DAMAGES RELATING TO THIS AGREEMENT GREATER THAN ONE THOUSAND U.S. DOLLARS (\$1000), TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.**

Some jurisdictions do not allow certain limitations of liability, so the above limitations may not apply to you.

### **TRADEMARK NOTICE**

The Sites include numerous trademarks and service marks that are the property of VEC, including without limitation Village Emergency Centers. Other trademarks, service marks and logos used in the Sites are the trademarks, service marks or logos of third parties.

### **INFRINGEMENT**

It is VEC's policy to respect the intellectual property of others and to respond quickly to notices of alleged infringement. VEC will terminate the access of all Users who infringe the intellectual property rights of others. Likewise, any apparent infringement of VEC's intellectual property rights by a User will result in the immediate termination of that User's access to the Sites.

If VEC removes or disables access to User Content or Third-Party Content according to these Terms, VEC may, in its discretion, provide the Content Contributor with a copy of the notification which prompted removal or disabled access to the User Content or Third-Party Content. However, VEC reserves the right to withhold access to or not replace the User Content or Third Party-Content unless ordered to do so by a court or other tribunal of competent jurisdiction.

## **OTHER WEBSITES**

VEC makes no representations whatsoever about any other website that you may access through the Sites. When you access a non-VEC website, it is independent from VEC, and VEC has no control over the content on that website, or how that website may protect your information. **PLEASE MAKE SURE TO REVIEW THE TERMS AND PRIVACY POLICY ON LINKED WEBSITES.** In addition, a link to a non-VEC website does not mean that VEC endorses or accepts any responsibility for the content, or the use, of the linked website. It is your responsibility to ensure that whatever you select for your use or download from other websites is free of viruses, worms, Trojan horses, and other items of a destructive nature, and that such use or download complies with copyright and other applicable laws.

## **OUR COMMUNICATIONS**

The e-mail address you provide during the Site registration process will be the e-mail address we will use for all Site-related communications to you. We may also send you messages via your account at the Site. It is your responsibility to monitor these messages and respond in an appropriate manner. Our Sites may contain links or forms that can be used to contact us so you can comment, make a complaint, make suggestions, and ask questions. You represent and warrant that any information you enter into the Sites is correct and applies only to you and that you will keep your e-mail address and other information about you in your account up-to-date.

**You can contact us by sending an e-mail to** [info@villageec.com](mailto:info@villageec.com). Unless you tell us otherwise, or the law requires otherwise, you agree to receive all communications from us by e-mail. You agree that you are able to print the communications for your records. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing. You may choose to get legal notices in paper form through the mail, if you tell us in writing that you do not want legal notices sent electronically. If you choose paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically. To tell us you do not want legal notices sent electronically, and for any other notices under these Terms, send the notice in writing and by certified and registered mail to River Oaks Emergency Room, 2320 S. Shepherd Drive, Houston, Texas 77019

## **ENTIRE AGREEMENT**

Except as expressly stated elsewhere in these Terms, these Terms constitute the entire agreement between VEC and you pertaining to the subject matter described in these Terms. Your use of the Sites and any Site-related Services is also subject to our [Privacy Policy](#). If any provision of these Terms 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. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.

## **USERS FROM OUTSIDE THE UNITED STATES**

The Sites are governed by United States law. If you are using the Sites from outside the United States, please be aware that your information may be transferred to, stored and processed in the United States or other countries, depending on the location of the servers of VEC or our suppliers. The laws of the United States and other countries might not be as comprehensive as those in your country. By using the Sites, you

consent to your information being transferred to our facilities and to the facilities of those third parties with whom we share it as described in our [Privacy Policy](#).

**USE OF OUR SITES AND ANY RELATED SERVICES ARE SUBJECT TO YOUR COMPLIANCE WITH THE TERMS SET FORTH ABOVE. PLEASE READ THIS INFORMATION CAREFULLY. YOUR CONTINUED USE OF OUR SITES INDICATES YOUR AGREEMENT TO BE BOUND BY THE TERMS SET FORTH ABOVE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, PROMPTLY EXIT THE SITE.**

### **Senate Bill 425 And House Bill 3276**

NOTICE OF FEES – Village Emergency Centers, are in compliance with Senate Bill 425, effective January 1, 2016, and modified by House Bill 3276, effective September 1, 2017, please notice the following:

- (1) Every Village Emergency Center (River Oaks, Katy, Clear Creek ER's) is a freestanding medical care facility;
- (2) Our rates are comparable to a hospital emergency room and we may charge a facility fee;
- (3) Our physicians may or may not be a participating provider in your health plan provider network; you may need to check with your healthcare benefits provider;
- (4) Our facility is not a participating provider in any health benefit plan provider network. However, by state law your health insurance company is required to process your emergency visit at in-network benefit levels;
- (5) Your physician providing medical care today may bill separately from the facility for the medical care provided to you.

Do you have any questions about your bill? Contact us anytime at 713-526-2330.