

**DATE OF LAST MODIFICATION: April 24, 2019**

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**BY USING GUESTPAY, YOU AGREE TO THESE TERMS OF USE. PLEASE READ THEM CAREFULLY.**

**GUESTPAY, (the SITE) IS AN ONLINE BILL PAYMENT SERVICE PROVIDED BY IVINCI PARTNERS LLC, DBA VISITPAY, IN CONJUNCTION WITH ASCENSION. BY USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW.**

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#### **ELECTRONIC COMMUNICATIONS**

You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices and updates on the Site. More specifically, you will receive a confirmation email after you make a payment to the account you specify. By use of the Site, you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### **LICENSE AND ACCESS**

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#### **TERMS OF USE CHANGES**

Ascension reserves the right to make changes to the Site, policies and these Terms of Use at any time. If any of these conditions shall be deemed invalid, void or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

#### **YOUR RESPONSIBILITIES**

1. You agree to comply with the rules provided in these Terms of Use.
2. You agree to use the Site for a lawful purpose and to comply with all applicable laws.
3. You agree not to interfere with the proper functioning of the Site or any transaction conducted on the Site.
4. You agree not to reverse engineer, reverse assemble, decompile, modify or otherwise attempt to derive the source code of the Site.
5. You agree not to impersonate any other person or entity, whether actual or fictitious.
6. You acknowledge you may not reproduce or distribute any content on or through the Site that is protected by copyright or other proprietary right of a third party.
7. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Site content.
8. You agree not to use the Site in any manner that might interfere with the rights of third parties.

#### **ACCOUNT INFORMATION**

You are responsible to maintain the confidentiality of your account information. You agree to keep confidential your account information. If you disclose any of your account information, you assume any risks and losses associated with such disclosure. There may be security, transmission or other risks inherently associated with the use of the Internet and you expressly assume such risk. You are responsible for obtaining the software, hardware or other equipment necessary to use the Site, including, without limitation, the use of up-to-date Web browsers and appropriate encryption, antivirus, anti-spamware and Internet security software.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless VisitPay and Ascension, its directors, officers, employees and agents from and against any losses, expenses, damages and costs, including reasonable attorney fees, arising out of or relating to your use of the Site.

## **USE OF THIRD PARTY SERVICES**

When you use the Site, you may also be using the services of one or more third parties, such as a payment gateway provider. Your use of these third party services may be subject to the separate policies, fees and terms of use of such third party.

## **COPYRIGHT**

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## **APPLICABLE LAW, ARBITRATION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to any conflict-of-laws principles. Although either party may seek preliminary injunctive relief or equitable relief from a court of competent jurisdiction, the parties agree to arbitrate any disputes relating to this Agreement under the Commercial Arbitration Rules of the American Arbitration Association. Any such arbitration shall take place exclusively in Kalamazoo, Michigan. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The substantially non-prevailing party, as determined by outcome of the arbitration, shall be liable for both parties'; attorneys'; fees and costs.

## **LIMITATIONS OF USE**

Users shall not transmit any information to the Site that is false, libelous, defamatory, obscene, profane, solicitous, or which infringes on any copyright of other proprietary rights of any other person or entity, or otherwise could result in civil or criminal liability under the law. Users are responsible for respecting and adhering to state, federal and international laws at all times with respect to their use of the Site. Any attempted violation of law may result in litigation against the offender by Ascension or any proper authority. Ascension will fully cooperate with applicable authorities to provide any information necessary for the litigation process.

## **DISCLAIMERS OF WARRANTY**

Ascension is providing the service "as is" without any warranty of any kind, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, non-infringement and title. Ascension does not warrant that the service is error-free.

## **LIMITATIONS OF LIABILITY**

In no event shall Ascension or suppliers be liable for any damages whatsoever (including, without limitation, direct, indirect, special or consequential damages) arising out of the delivery, performance, or use of the service, whether incurred by you or any third party, even if Ascension or its suppliers have been advised or may otherwise know of the possibility of such damages. If any liability is imposed on Ascension, its supplier, total liability to you or any third party shall not exceed the amount you paid for the service. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.

## **FORCE MAJEURE**

Ascension shall not be liable for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. Ascension's time for performance will be extended by the period of such delay or Ascension may, at its option, cancel any request for service, without liability, by giving notice to you.

## **CHANGES TO THE AGREEMENT**

### **ASCENSION MAY MODIFY THESE TERMS OF USE FROM TIME TO TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED TERMS OF USE.**

You are responsible for reviewing these Terms of Use prior to using the Site, and your continued use of the Site acknowledges your agreement to this responsibility. In the event that a change or update is made to this Agreement, the "Date of Last Modification" at the beginning and end of this Agreement will be updated accordingly and Ascension will provide on the Site's homepage a prominent and conspicuous hyperlink to a Web page that expressly sets forth such changes. Notwithstanding any provision of this Agreement to the contrary, Ascension may make changes to this Agreement without notice to comply with applicable laws and such changes shall be binding on you and Ascension.

## **GENERAL PROVISION**

These Terms of Use constitute the entire agreement and supersede any prior agreements or understandings, oral or written, between Ascension and you concerning the service. Failure or delay in enforcing any right or provision of these Terms of Use shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of these Terms of Use shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of these Terms of Use will remain in full force and effect. The obligations, rights, terms and conditions hereof will be binding upon and inure solely to the benefit of the parties hereto and their

permitted respective successors and assigns.

Ascension is not liable or responsible for the accuracy or completeness of any account information provided on the Site. We assume no liability or responsibility for any damages arising from a visitor's use of, or inability to use, the Site. Ascension makes no warranty, either express or implied, regarding the completeness, accuracy, or currency of account information or its suitability for any particular purpose.

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