

Website Terms of Use

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You agree that the agreement formed by these Terms of Use is like any written negotiated agreement signed by you, and you agree to be bound by, and fully comply with, its terms. You represent and warrant that you have all necessary right, power and authority to enter into this agreement and to perform and otherwise discharge all of your obligations hereunder, whether on behalf of yourself or any entity that you represent.

We reserve the right at any time to change: (i) these Terms of Use; (ii) this Website, including terminating, eliminating, supplementing, modifying, adding, or discontinuing any content or feature or data or service on or available through this Website or the hours that they are available; (iii) the equipment, hardware or software required to use and access this Website, and (iv) prices for items available on the Website. We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Website, or any items available on the Website. Any changes we make to these Terms of Use will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on this Website. Your continued use of this Website after such notice will be deemed acceptance of such changes. Be sure to return to this Website periodically to ensure you are familiar with the most current version of these Terms of Use.

You may not interfere with the security of, or otherwise abuse this Website or any system resources, services or networks connected to or accessible through this Website. You may only use this Website for lawful purposes and are prohibited from using this Website in a manner that is contrary to or in violation of these Terms of Use.

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If you are residing in a jurisdiction that restricts the ability to enter into agreements such as set out in these Terms of Use, you may not enter into this agreement or use this Website.

Furthermore, if you are residing in a jurisdiction where it is forbidden by law to participate in the activities or services offered by this Website, you may not enter into this agreement or use this Website. By using this Website, you are explicitly stating that you have verified in your own jurisdiction if your use of this Website is allowed.

We make no—and you acknowledge that we make no—representation that materials on this Website are appropriate or available for use in all locations. Those who choose to access the Website do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

We reserve the right to limit the availability of the Website, materials, or other items described or offered thereon to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such services, materials, or other item provided.

2. GENERAL CONDITIONS AND DISCLAIMERS

We reserve the right to refuse service and/or access to the Website to anyone at any time.

Resilience shall have no liability for interruptions or omissions in Internet, network or hosting services and does not warrant that the Website or the services which make this Website available or electronic communications sent by Resilience will be available and free from viruses or any other harmful elements.

Any material downloaded or otherwise obtained through the use of this Website is done at your own discretion and risk. You are and will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

Occasionally there may be information on our Website that contains typographical errors, inaccuracies or omissions that may relate to item descriptions, pricing, promotions, offers, shipping charges, transit times and availability. We reserve the right, but are not obligated, to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

Notwithstanding the above, we undertake no obligation to update, amend or clarify information on the Website or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website or on any related website, should be taken to indicate that all information on the Website or on any related website has been modified or updated.

3. PRIVACY

Resilience is committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a [Privacy Policy](#) to describe our privacy practices and how we collect, use and disclose the personal information of those individuals who visit this Website. Please see our [Privacy Policy](#) for further information.

PLEASE NOTE: The [Privacy Policy](#) is not intended to and does not cover our collection and use of Protected Health Information (as defined below and under applicable federal law). To learn more about our collection, use and our practices relating to such personal information, please see our Notice of Privacy Practices.

4. PERSONAL USE ONLY

This Website is only for personal or internal business use. You may not use this Website in any way that is unlawful, that violates these Terms of Use, or that harms us or any other person or entity, as determined in our sole discretion.

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You represent and warrant that: you will perform under these Terms of Use in compliance with all applicable laws and regulations; you are not (i) located in a country subject to a U.S. Government embargo, or designated by the U.S. Government as a "terrorist supporting" country, or (ii) listed on any U.S. Government list of prohibited or restricted parties; and all information you provide in connection with your access to or use of the Website is true, accurate, and complete to the best of your knowledge and belief.

You will NOT, and you will NOT allow any third party to:

- a. Use the Website in a manner other than as expressly permitted by these Terms of Use;
- b. Use the Website for any purpose or in any manner that is unlawful or prohibited by these Terms of Use, including for any commercial purpose;
- c. Delete, obscure, or change any copyright, trademark, or other proprietary designations, notices, or markings in or on the Website;
- d. Translate, merge, adapt, update, modify, reconfigure, reverse-engineer, disassemble, decompile, prepare any derivative works of, discover the underlying ideas behind, or discover the source code of the Website, or combine the Website or any part thereof with any other computer code, programs, materials, or services;
- e. Copy, reproduce, display, duplicate, sell, publish, disclose, post, license, rent, or distribute the Website or any part thereof;
- f. Use the Website, including, without limitation, any Website content, in any way that infringes on or violates the rights of any other person or entity, including, without limitation, any patent, trademark, trade secret, copyright, other intellectual property rights, privacy rights, and publicity rights;
- g. Commit fraud or falsify information in connection with your use of the Website;
- h. Work around any of the technical limitations of the Website or use any tool to enable features or functionalities that are otherwise disabled on the Website;
- i. Perform or attempt to perform any actions that would interfere with the proper working of the Website, prevent access to or use of the Website by other users, or impose an unreasonable or disproportionately large load on our infrastructure;
- j. Engage in activities that aim to render the Website or associated services inoperable or make their use more difficult;
- k. Attempt to disable, damage, overburden, impair or gain unauthorized access to the Website or our servers;
- l. Engage in data mining or similar data gathering or extraction activities or retrieve data or other content from the Website (including, without limitation, using spiders, robots, indexing agents, and screen scrapers) for purposes of creating or compiling that content for any purpose;
- m. Harvest or otherwise collect or store personal information about other users of the Website, including, for example, email addresses, without the express consent of such users;
- n. Post, transmit, input, upload, or otherwise provide any information or materials that contain any viruses, worms, Trojan horses, logic bombs, time bombs, cancelbots, malware, ransomware, adware, or other harmful computer code or programming routines;
- o. Impersonate or attempt to impersonate any person or entity other than yourself, falsely state or otherwise misrepresent your identity or status, misrepresent your affiliation with a person or entity, create a false identify, or hide your true identity; nor

- p. Send, post, or transmit any unsolicited messages, chain letters, spam, or junk mail using the Website, or attempt to collect personal information about third parties without their knowledge or consent.

Resilience may, at any time and for any reason, in its sole discretion, and without notice or liability, suspend, deactivate, or terminate your access to or use of the Website, and may terminate these Terms of Use, including, without limitation, if you breach these Terms of Use or any other applicable agreement or if you act in a manner inconsistent with applicable laws or regulations.

6. CODE OF CONDUCT

You agree that you will not attempt to, nor permit any third party to, enter restricted areas of Resilience's computer systems, or perform functions that you are not authorized to perform pursuant to these Terms of Use. While using this Website you agree to comply with all applicable laws, rules, and regulations (including, but not limited to, export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander, or defamation). You shall not interfere with or disrupt the Website, our servers or our networks, or take any action that imposes unreasonably or disproportionately large load on our infrastructure.

7. COPYRIGHT INFRINGEMENT

If you know or suspect that any of the materials on the Website have been used or copied in a way that constitutes copyright infringement, please send notice to our designated agent identified below. According to the U.S. Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(3), your notice must comply with the following requirements:

- A physical or electronic signature of the copyright owner or person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- 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 owners, its agent or the law; and
- A statement that the information in the notification is accurate and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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16. INDEMNIFICATION

You agree to, upon request, defend, indemnify and hold us harmless from any and all liabilities, claims, losses and expenses, including attorneys' fees, which arise directly or indirectly from, or relate to: (1) any breach of these Terms of Use for which you are responsible; (2) your use of, or reliance on, this Website; or (3) your violation, infringement, or misappropriation of the rights of any party, including without limitation, any such party's intellectual property, proprietary, privacy or other rights of any party. Resilience reserves, and you grant to us, the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such matter without the prior written consent of Resilience. This indemnification section will survive any termination or expiration of these Terms of Use.

17. CONTACTING RESILIENCE

If you have any questions about the Website or these Terms of Use, please contact us via telephone at 773-564-6450, via mail at Resilience West Suburban Hospital, Administration, 3 Erie Court, Oak Park IL 60302, ATTENTION: Compliance and Privacy Reporting; or Resilience Weiss Hospital, Administration Office, 4646 N. Marine Drive, Chicago IL 60640, ATTENTION: Compliance and Privacy Reporting,

18. MISCELLANEOUS

These Terms of Use are governed by and construed in accordance with the laws of the State of Illinois and the United States of America, without regards to their respective principles of conflicts of law. You agree to the exclusive personal jurisdiction by the state and federal courts located in Chicago, Illinois, in any matter arising from or related to these Terms of Use and your use of the Website. You waive any jurisdictional, venue, or inconvenient forum objections to such courts.

If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Any provisions of these Terms of Use that are intended to survive termination (including, for example, any provisions regarding indemnification and limitation of our liability) will continue in effect beyond any termination of these Terms of Use or of your access to or use of the Website.

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