

Online Service Agreement

(Terms and Conditions)

This site ("<http://www.testcatalog.org/nrr/Catalogs/elliott/Catalog/search.aspx>") is an online resource for medical professionals provided by Elliot Hospital, in collaboration with Mayo Collaborative Services, Inc. DBA Mayo Medical Labs ("MML") subject to your agreement with all of the terms and conditions offered below. Please read this Agreement carefully before accessing or using the Site. By accessing or using the Site, you agree to be bound by all of the terms and conditions below, which are intended to be fully effective and binding upon Elliot Hospital, MML and users. Elliot Hospital and MML may modify this Agreement at any time, and such modifications shall be effective immediately upon posting the modified Agreement. You agree to review the Agreement periodically to be aware of such modifications and your accessing or using the Site constitutes your acceptance of the Agreement as it appears at the time of your access or use.

YOU UNDERSTAND AND AGREE THAT THIS SITE IS INTENDED FOR USE ONLY BY LOCAL LICENSED PHYSICIANS, AND PERSONNEL SUPERVISED BY LOCAL LICENSED PHYSICIANS ("AUTHORIZED USERS"), AND BY ACCESSING THIS SITE, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AN AUTHORIZED USER.

YOU ALSO UNDERSTAND AND AGREE THAT THE INFORMATION CONTAINED IN THIS SITE IS NOT INTENDED TO BE, AND YOU WILL NOT USE IT AS, A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. YOU ALSO UNDERSTAND THAT IT IS NOT INTENDED TO BE, AND YOU UNDERSTAND AND AGREE THAT IT DOES NOT CONSTITUTE THE PROVISION OR PRACTICE OF MEDICAL, NURSING, OR PROFESSIONAL HEALTH CARE ADVICE IN ANY JURISDICTION.

YOU ALSO UNDERSTAND AND AGREE THAT YOU, AS AN AUTHORIZED USER, SHALL RETAIN RESPONSIBILITY FOR ALL DIAGNOSES, TREATMENTS, AND CARE PROVIDED TO PATIENTS THAT ARE THE SUBJECT OF THE REFERENCE MEDICAL SERVICES DESCRIBED ON THIS SITE. YOU ALSO AGREE TO ENSURE THAT ANY EXPLANATION GIVEN TO A PATIENT REGARDING THE REFERENCE MEDICAL SERVICES DESCRIBED ON THIS SITE IS CONSISTENT WITH YOUR PATIENT CARE RESPONSIBILITIES SET FORTH IN THIS PARAGRAPH.

You understand that, except for information, products or Sites clearly identified as being supplied by Elliot Hospital or MML, Neither Elliot Hospital nor MML operates, controls or endorses any information, products or services on the Internet, including on the Site, in any way. In particular, the site contains tests that are performed by Elliot Hospital, tests that are performed by MML, and tests that are performed by third parties. You understand and agree that Elliot Hospital and MML have each supplied only the information relating to tests identified as being provided by that organization. As to tests that are identified as being performed by third parties, the information regarding such tests was obtained from the test provider's most recent available catalog, as supplemented by any additional information provided to Elliot Hospital or MML by the test provider. You understand and agree that, neither Elliot Hospital nor MML warrants or endorses the timeliness or accuracy of any such information, and that if you have any concerns or questions about the timeliness or accuracy of such information you will contact that provider directly.

You also understand that the Elliot Hospital and MML cannot and do not guarantee or warrant that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You understand and agree that you are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data. Elliot Hospital and MML do not assume any responsibility or risk for your use of the Site. You understand and agree that the use of robots, spiders or any other automatic device or manual process to monitor or copy any of the information contained on the Site is expressly prohibited.

YOU UNDERSTAND AND AGREE THAT THE SITE AND ANY CONTENT OR INFORMATION CONTAINED ON OR PROVIDED BY THE SITE IS PROVIDED ON AN "AS IS" BASIS. ELLIOT HOSPITAL AND MML DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SITE, ANY MERCHANDISE, INFORMATION, TESTS OR SERVICES PROVIDED THROUGH THE SITE. EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED, THE PROVIDER DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR CORRECTNESS, TIMELINESS, OR USEFULNESS OF ANY OPINIONS, ADVICE, SITES, MERCHANDISE OR OTHER INFORMATION PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY. IN NO EVENT WILL THE PROVIDER BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANYONE ELSE IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SITE.

The Site is presented by Elliot Hospital and MML for the sole purpose of disseminating health information for public benefit. THE SITE IS NOT TARGETED TO USERS IN ANY PARTICULAR LOCALITY, NOR IS IT INTENDED TO CONSTITUTE THE DOING OF BUSINESS IN ANY JURISDICTION, NOR TO BE A SOLICITATION OF BUSINESS ANYWHERE ON BEHALF OF MAYO CLINIC OR ANY OF ITS AFFILIATED CORPORATIONS, NOR TO CONSTITUTE ANY CONTACTS WITH ANY JURISDICTION OUTSIDE OF THE STATE OF MINNESOTA.

Potential users in any jurisdiction in the world, the common, statutory, regulatory, or codified law of which would void this Agreement in whole or in any essential part (the essential parts being at least, but not only, the exclusive venue and exclusive remedy provisions, and warranty disclaimer), or which makes accessing the Site illegal, are unauthorized to use the Site, and do so entirely at their own risk.

YOU UNDERSTAND AND AGREE THAT USE OF THIS SERVICE IS ENTIRELY AT YOUR OWN RISK AND THAT IN NO EVENT SHALL ELLIOT HOSPITAL OR MML BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THIS SITE, OR SITES ACCESSED THROUGH THIS SITE, AND/OR CONTENT OR INFORMATION PROVIDED HEREIN. A USER'S SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE.

You agree to defend, indemnify and hold Elliot Hospital and MML and their officers, directors, employees and agents harmless from and against any claims, actions, demands, liabilities, judgments and settlements, including, without limitation, reasonable legal fees resulting from or alleged to result from, your use of the Site or any content, information or tests contained on the site. This Agreement is entered-into and performed in the State of Minnesota, United States of America, and is governed by and shall be construed in all respects under the laws of Minnesota, exclusive of its choice of law or conflict of laws provisions. In any claim or action directly or indirectly arising under this Agreement or related to the Site, each party irrevocably submits to the exclusive personal jurisdiction of the Minnesota State District Court sitting in Olmsted County, Minnesota, or if such court does not have subject-matter jurisdiction, then each party irrevocably submits to the exclusive personal jurisdiction of the United States Court for the District of Minnesota, and whichever of those two courts has jurisdiction, each party waives any jurisdictional, venue, or inconvenient forum objections to such court. If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction not to be enforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter. It may not be modified except as described elsewhere in this Agreement. Anything in the Site inconsistent with or conflicting with the terms of this Agreement is superseded by the terms of this Agreement.

The marks "Mayo," "Mayo Clinic," "Mayo Access" Mayo Medical Labs" "Mayo Collaborative Services" and the triple-shield Mayo logo are trademarks and/or servicemarks of the Mayo Foundation for Medical Education and Research. You may not use any of these marks, or any other marks or tradenames of MFMER without the express written permission of MFMER.

All other trademarks appearing on the Site are the property of their respective owners.

The entire contents and design of the service are protected by U.S. and international copyright laws. You may not copy, reproduce, republish, upload, post, display, transmit, frame or link any of these materials without prior written consent from the copyright owners, except that you may view, download, display and print a single copy of these materials on a single CPU for personal noncommercial use only, so long as: (1) you do not alter or modify the materials in any; (2) you include all applicable notices and disclaimers (including copyright notices); and (3) you do not use the materials in a way that suggests an association with Elliot Hospital or MML. You understand and agree that title to these materials shall not pass to you or any other user. The materials on this Site are copyrighted by the respective Provider and a single copy may be downloaded and/or reprinted for personal use only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any reason is expressly prohibited, unless prior written consent is obtained from the respective copyright holder(s).