

Terms of Use / Online Privacy

Last revised February 27, 2025

Welcome to the website of the Orthopedic Spine and Injury Center/Davidson Orthopedics (the “Site”). This Site is owned by the Orthopedic Spine and Injury Center/Davidson Orthopedics (“OSIC”). Your compliance with these Terms of Use / Online Privacy (“Terms of Use”) is a condition to your use of the Site. If you disagree to be bound by the Terms of Use, promptly exit this Site.

Please review the online privacy portion of these Terms of Use for information regarding our practices concerning the collection, use and sharing of personal information through the Site. Please review our Notice of Privacy Practices for how we use patient information and your rights regarding your patient information.

Ownership Of the Site

All pages within this Site and any material made available for download are owned or licensed by OSIC. The Site is protected by United States and international copyright and trademark laws. The Contents of the Site, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site (“Content”) may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved by OSIC, including the provision of services or products to OSIC, or in connection with a business relationship with OSIC. You may not frame or utilize framing techniques to enclose or link to any name, trademarks, service marks, logo, Content, or other proprietary information (including images, text, page layout, or form) of OSIC without our express written consent. If you have questions about the Site and materials or to request information or written consent, please call us at (801) 797-8000.

Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law. Violations of system or network security may result in civil or criminal liability. OSIC will investigate occurrences that may involve such violations and may involve and cooperate

with law enforcement authorities in prosecuting users involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity conducted on the Site.

Access to Site; Indemnification

In the event access to the Site or a portion thereof is limited by requiring a user ID and password ("Protected Areas"), you agree to access Protected Areas using only your user ID and password as provided to you by OSIC. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity under your user ID. Access to the Site may be revoked by OSIC at any time with or without cause. You agree to defend, indemnify and hold OSIC harmless from and against all third-party claims, damages and expenses (including reasonable attorney fees) against or incurred by OSIC arising out of your use or access to the Site, or access by anyone accessing the Site using your user ID and password.

Accuracy and Integrity of Information

Although OSIC attempts to ensure the integrity and accurateness of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform OSIC so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, OSIC shall have no responsibility or liability for information or Content posted to the Site from any non-OSIC affiliated third party.

Online Transactions – Payment of Bills

Patients can pay their bills and charges online. Our financial services provider manages and operates the online bill payment feature, including processing credit cards, debit card and e-check bank account withdrawals. Please consult our service providers for their terms of use and privacy practices. There is a link on our Site to the website of the service provider.

If a credit card account is being used for a transaction, OSIC may obtain preapproval for an amount up to the payment amount. You represent and warrant that if you are making online payments that (i) any credit card, debit card and bank account information you supply is true, correct and complete, (ii) charges incurred by you will be honored by your credit/debit card OSIC or bank, (iii) you will pay the charges incurred by you in the amounts posted, including any applicable taxes, and (iv) you are the person in whose name the card was

issued and you are authorized to make a purchase or other transaction with the relevant card and card information.

Typographical Errors and Incorrect Pricing

In the event a product or service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, we shall have the right to refuse or cancel any orders placed for product/service listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card charged. If your credit or debit card has already been charged for the purchase and your order is canceled, we shall immediately issue credit to your credit or debit card account for the amount of the incorrect price.

MEDICAL ADVICE DISCLAIMER

THE CONTENT OF THE SITE, INCLUDING WITHOUT LIMITATION, TEXT, COPY, AUDIO, VIDEO, PHOTOGRAPHS, ILLUSTRATIONS, GRAPHICS AND OTHER VISUALS, IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR RECOMMENDATIONS OF ANY KIND. YOU SHOULD ALWAYS SEEK THE ADVICE OF YOUR QUALIFIED HEALTH CARE PROFESSIONALS WITH ANY QUESTIONS OR CONCERNS YOU MAY HAVE REGARDING YOUR INDIVIDUAL NEEDS AND ANY MEDICAL CONDITIONS. RELIANCE ON ANY INFORMATION APPEARING ON THE SITE, WHETHER PROVIDED BY OSIC, ITS CONTENT PROVIDERS, ITS CLIENTS AND VISITORS TO THE SITE OR OTHERS, IS SOLELY AT YOUR OWN RISK.

GENERAL WARRANTY DISCLAIMER

OSIC DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. OSIC SPECIFICALLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OBTAINED THROUGH THE SITE. OSIC DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. OSIC DOES NOT WARRANT THAT FILES

AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACKUP AND SECURITY. YOU AGREE THAT OSIC SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM ANY SUCH CODE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET.

LIMITATION OF LIABILITY REGARDING USE OF SITE

OSIC AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

External Sites

OSIC makes no representations whatsoever about any other website you may access through this Site. When you access a non-OSIC site, please understand that it is independent of OSIC and that OSIC has no control over the Content on that website. In addition, a link to a non-OSIC website does not mean that OSIC endorses or accepts any responsibility for the Content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any third-party sites linked to this Site, you do this entirely at your own risk.

* * * * *

ONLINE PRIVACY

Scope. This section describes how we use and share personal information collected through this Site. Our Site also contains links to third-party sites not owned or controlled by OSIC. Please be aware that we are not responsible for the privacy practices of such other sites. We encourage you to be aware when you leave our Site and to read the privacy statements of every website that collects personal information. For information about how

we collect, use, and share your health and medical information, please refer to our Notice of Privacy Practices.

Information You Provide to Us. You can provide information on our Site through various means, such as contacting us through our Site and filling out demographic and feedback forms. Depending on which feature you are using, you may be asked to provide personal information such as name, address, telephone number, email address, credit or debit card information, bank account information, etc.

Information We Collect Automatically. We collect certain information automatically as you use our Site, such as IP address, browser type, computer or device type, the website from where you navigated to our Site, and the pages on our Site that you view.

Cookies and Other Tracking Technology. We use common Internet technologies, such as cookies and other tracking technology, to optimize the performance of our website and other digital properties such as social media sites, email campaigns, and online advertising.

Cookies, beacons, tags, log files and other technologies may be used to collect information about visitors to our website, use of our online services, and interactions with our email campaigns, advertisements and other marketing content. Collected information may include, but not be limited to, computer / mobile browser type, computer / mobile operating system and IP address. This data may be merged with your online interactions – pages viewed, links clicked, or content viewed. This information, and the analyses performed after collection, help us to provide a more customized and personalized experience for you and future visitors.

We may collaborate with advertisers and marketing research firms as part of our marketing activities. These advertisers and research firms also may use cookies and tags to track the effectiveness of marketing campaigns on our behalf. The information they collect does not contain personally identifiable information.

You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some website features or services may not function properly without cookies.

How We Use and Share Your Information.

- **To Provide Products, Services, and Information.** We collect personal information from you to provide products and services you purchase using the Site and information you request from us. We use your personal information to contact you about your orders, process credit card/debit card transactions and ship products to you. We may provide information to third-party service providers to help us bring

you the services we can provide. For example, we use third parties to help host and maintain our Site and to process payments.

- **Communications from Us.** We respect and are committed to protecting your privacy. We may collect personally identifiable information including your email address when you access our site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information and the page(s) you visited. We will use the information to contact you about products, services or for additional information to provide relevant advertising. We will not sell your personally identifiable information. We may provide your email address to third parties who will contact you about our products and services or whose products or services might be beneficial or of interest.
- **Legal Requests or Requirements and to Prevent Harm.** We will share personal information with third-party OSIC's, organizations or individuals outside of OSIC if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
 - Meet any applicable law, regulation, subpoena, legal process or enforceable governmental request.
 - Enforce applicable Terms of Use, including investigation of potential violations.
 - Detect, prevent, or otherwise address fraud, security or technical issues.
 - Protect against harm to the rights, property or safety of OSIC, our users, customers or the public as required or permitted by law.
- **Transfer in the Event of Sale or Change of Control.** If the ownership of all or substantially all of our business changes or we transfer assets relating to our business or the Site to a third party, such as by merger, acquisition, bankruptcy proceeding or otherwise. We may transfer or sell your personal information to the new owner. In such a case, unless permitted otherwise by applicable law, your information would remain subject to the promises made in the privacy statement unless you agree differently.

Access To Your Information and Choices

If you have questions about personal information we have about you, need to update your information or you wish to have your name removed from future correspondence from OSIC, please contact us at 801-797-8000.

Security Of Your Information

In order to help secure your personal information, access to your data if available on our Site is password-protected, and sensitive data (such as a credit card number) is protected by encryption when it is exchanged between your web browser and our Site. To protect any data you store on our servers, we also regularly audit our system for possible vulnerabilities and attacks, and we use a tier-one secured-access data center. However, since the Internet is not a 100% secure environment, we cannot guarantee, ensure, or warrant the security of any information you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. It is your responsibility to protect the security of your login information. Please note that e-mails you send to us through our Site are not encrypted, and we strongly advise you not to communicate any confidential information through these means.

Revisions To Terms Of Use / Privacy; General Terms

OSIC reserves the right to terminate your access to all or part of this Site, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between OSIC and you about the subject matter. In its sole discretion, OSIC may revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site. In the event of any dispute or claim relating to the Site or these Terms of Use, you agree to resolution of such dispute in the state or federal courts located in Utah, Idaho and Washington, under Utah, Idaho and Washington's laws.

SMS Communications

Health-care related service updates will come through SMS from OSIC. By consenting to receive communications from OSIC you agree to receive text messages regarding health care-related services. You can cancel the text messaging service at any time. Just text "STOP" to the text message. After you send the text message "STOP" to us, we will send you a text message to confirm that you have been unsubscribed. After this, you will no longer receive text messages from us. If you are experiencing issues with the text messaging service, you can reply with the keyword HELP for more assistance.

Text messages can include:

- Updates related to your visits
- Billing notifications
- Prescription reminders
- Care management
- Care management and service line informational messages

Carriers are not liable for delayed or undelivered messages. Message and data rates may apply. Message frequency may vary.

SMS Communications:

We respect your privacy, you can view our full privacy policy here, [Disclaimer / Privacy - Utah Orthopedic Spine and Injury Center](#).

Opt in: By opting in to receive SMS messages from OSIC you agree to receive text messages regarding updates to your visits, billing notifications, prescription reminders, care management, and care management and service line informational messages.

Data Rates and Frequency: Standard message and data rates may apply. Message frequency may vary.

Opt out: You can opt out at any time by replying STOP or calling us at 801-797-8000 to request mobile opt out.

Help: For help please reply HELP or reach out to us at 801-797-8000.

Consent: Mobile opt in data or consent will not be shared with third parties for marketing or promotional purposes.

Terms and Conditions for SMS Text Message Notifications

- These terms and conditions apply to SMS text messages from OSIC. Messaging frequency will vary.
- By signing up for OSIC's text messaging service you expressly consent to receiving text messages from OSIC at the mobile number you provide regarding (Updates related to your visits, Billing notifications, Prescription reminders, Care management, Care management and service line informational messages). Text messages can only be sent to mobile phones. You may opt out of these communications at any time. To receive text messages, you must be a resident of the United States and at least 18 years of age.
- You consent to receive text messages to the mobile phone number you provided to OSIC.

- If you have any questions or need help, respond **HELP** or call 801-797-8000. To discontinue receiving text messages from OSIC, respond STOP. Message & Data Rates May Apply.
- OSIC does not charge for this service; however, **message and data rates may apply** from your mobile carrier. Subject to the terms and conditions of your mobile carrier, you may receive text messages sent to your mobile phone. OSIC does not guarantee that your mobile carrier will enable participation in this service.
- By providing your consent to participate in this program, you approve any charges from your mobile carrier relating to text messages to or from OSIC. Charges for text messages may appear on your mobile phone bill or be deducted from your prepaid balance.
- If at any time you forget what keywords are supported, just text “**HELP**” to the text message you received. After you send the SMS message “**HELP**” to us, we will respond with instructions on how to use our service as well as how to unsubscribe.
- OSIC reserves the right to terminate this text service, in whole or in part, at any time without notice. The information in any message may be subject to certain time lags and/or delays. You are responsible for managing the types of texts you receive.
- By enrolling in this subscription program, you consent that following such a request to unsubscribe, you will receive one (1) final message from OSIC confirming that you have been inactivated in our system. Following such confirmation message, no additional text messages will be sent unless you re-activate your subscription.
- You must be 18 years old to be eligible to use this service. By opting in to receive SMS from OSIC by text you are representing that you are at least 18 years of age.
- OSIC will not be liable for any delays in receipt of text messages. Delivery is subject to effective transmission from your network operator.
- Following United States Carriers that offer a messaging capability will deliver the messages - AT&T, T-Mobile, Verizon Wireless, Sprint, Boost, Alltel, U.S. Cellular, Cellular One, MetroPCS, ACS/Alaska, Bluegrass Cellular, Cellular One of East Central Illinois, Centennial Wireless, Cox Communications, EKN/Appalachian Wireless, GCI, Illinois Valley Cellular, Immix/Keystone Wireless, Inland Cellular, Nex-Tech Wireless, Rural Cellular Corporation, Thumb Cellular, United Wireless, West Central (WCC), Cellcom, Cellsouth, Cricket, Cincinnati Bell and Virgin Mobile.
*Carrier is not liable for delayed or undelivered messages.