



# Website Privacy Policy & Terms of Use

Effective Date: 01.01.2025

Please read these terms carefully.

Sierra Vista Hospital & Clinics is committed to protecting the privacy and security of our website visitors. By using our website, you agree to our Privacy Policy & Terms of Use as detailed in this document. We ask that you read this document in detail before using our website.

Sierra Vista Hospital & Clinics makes every effort to ensure that our website content is accurate. Note that changes, additions, and deletions may occur. Information on the site is provided “as is” without warranty of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. In addition, the site content is limited and does not necessarily contain all applicable terms, conditions, limitations, or exclusions regarding our services.

Any links provided on the site linking to external sites that Sierra Vista Hospital & Clinics do not own, control, or influence are not the responsibility of Sierra Vista Hospital & Clinics. We are not responsible for other site’s content or privacy practices. Whether you visit other sites using a link we may have provided for your convenience or by choosing your own destination, we accept no responsibility for any content, products, services, or links on these non-SVHNM.org sites. Unless expressly stated herein, we do not control, endorse, promote, or have affiliation with any other website.

## Protected Health Information

Protecting your privacy, including your name, social security number, address, phone number, and medical information is our legal responsibility as mandated by a 1996 federal law (the Health Insurance Portability and Accountability Act, or HIPAA), which requires all Sierra Vista Hospital & Clinics employees and physicians to safeguard the privacy of your private health information (PHI).

## Your Consent

By visiting/using our website (SVHNM.org), you agree, on behalf of yourself or your minor dependents, if any (together, “you”), that you have read, understand, and agree to be bound by our Privacy Policy and Terms of Use. If you do not agree to these terms, or are not eligible, then you DO NOT HAVE PERMISSION to use our svhnm.org website or any tools/links therein, including our patient and payment portals. Your use of our website and portals constitutes an agreement which binds you to our Privacy Policy and Terms of Use.

By using our website, you consent to the collection, use, and sharing of information as described in this document. By providing us with an email address, you agree that we may use your email address to communicate with you about our services and select messages from our partners or affiliates.

## Not a Source of Emergency Services

You are not able to connect directly to emergency services through our website. In the case of an emergency or a medical condition requiring urgent medical advice, diagnosis, or treatment, dial 911 or go immediately to the nearest emergency room, urgent care, or other first-responder service.

## Site Updates

Sierra Vista Hospital & Clinics may change or update website content from time to time without notice and is under no obligation to provide notice of updates or changes. Information may, at times, be inaccurate or out of date.

## Collected Information

It is possible to use our website without providing any personal information. If you do reply to a request for information, we may request information such as name, email address, and demographic information. Examples of such requests include, but are not limited to, class or event registrations or a request to provide feedback regarding our hospital and/or clinic services.

If you submit personal information for someone other than yourself, you represent that you have the permission and authority to do so on behalf of yourself or your minor dependents, if any (together, "you"), and, in doing so, permit us to use the information in accordance with our Terms of Use. When you submit personal information, you give Sierra Vista Hospital and Clinics the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of our website.

We do gather data regarding website usage, including, but not limited to, the number of visitors to the site, what pages and sections are visited, duration of the visit, and more.

## Data Security

Sierra Vista Hospital & Clinics is committed to protecting the privacy of the personal information you provide to us via our website. We employ reasonable efforts and safeguards to prevent unauthorized access and disclosure or loss of personal information. Although we work hard to protect your personal information, we cannot guarantee the security and privacy of any information you transmit to us through online applications, and you do so at your own risk.

## Unsubscribe

If you choose to subscribe to our newsletters and publications, note that the information we collect and store is used for distribution purposes and includes first and last names, email addresses, and content engagement activity. If you would like to unsubscribe from our email newsletters, please use the "unsubscribe" or "opt out" link at the bottom of our e-mail communications.

## Limits in Regard to Liability

Under no circumstances will Sierra Vista Hospital & Clinics, without limitation, be liable to any party for any damages, whether direct, indirect or other, arising out of any use of the site or any other hyper-linked website. This includes any business interruption, loss of profits, loss of data or programs on your

equipment, or any other damages or loss, even if you expressly advise us of the possibility or likelihood of such damages. As a user of the site, you agree that Sierra Vista Hospital & Clinics is not liable with any respect to any actions taken as a result of or in connection with viewing or interacting with any information contained on the site. You agree to use the site and submit information at your own risk.

## **Additional Site Access Conditions**

The information provided on SVHNM.org is provided as a convenience without obligation to grant access to anyone who fails to comply with the Terms of Use. Non-compliance with the Terms of Use may result in your termination of site access and any services provided by the site without prior notice. In addition to restricting access to the site, such action also requires that you destroy all electronic or other materials and copies of such materials obtained from the site. In addition, you will be bound by the agreements and warranties made by you, and by the disclaimers and limitations relating to use of the site.

In regard to access provided to an employee or independent contractor pursuant to the employee's or contractor's relationship with an employer, the employer agrees that it will immediately inform Sierra Vista Hospital & Clinics of the relation and termination so that Sierra Vista Hospital & Clinics may deny access to the site for any terminated individuals.

## **Site Products & Services**

The site may detail Sierra Vista Hospital & Clinics' health products and services, which are not intended to be an offer to sell or to solicit use of any product or service.

## **Trademarks and Intellectual Property**

Sierra Vista Hospital & Clinics are the sole owners of all service-marked, trademarked, and registered items unless otherwise noted, with all rights reserved. Any duplication of any information on the site is not allowed unless by prior consent from Sierra Vista Hospital & Clinics, with the exception of the several forms and documents provided as downloadable documents on the site.

## **Non-Solicitation**

Nothing on our website should be considered as an offer from Sierra Vista Hospital & Clinics or any of its affiliated companies to purchase products, services, or coverage.

## **Not a Professional Healthcare Substitute**

The information on our site is not intended as a substitute for professional healthcare advice. For complete healthcare and specific healthcare needs, please schedule an appointment with a healthcare provider.

## **Site Access and Security**

In regard to resources offered on our website, you may be asked to provide certain details which, as a condition of the site, is required to be correct, current, and complete. We may contact you by telephone, mail, or email to verify your portal information. We may request further information from you, and you agree to provide such further information to ensure the validity of your account.

Any username, password, or any other piece of information used to access and use our patient portal must be treated as confidential and must not be disclosed to any other person or entity. You agree to exit from your account at the end of each visit. You agree that you are not to provide any other person with access to the portal or portions of it using your username, password, or other security information. You agree that you will notify us promptly if you believe there has been unauthorized access to or use of your username or password or any other security breach. Note that it is your responsibility to know the risks of accessing your account from a public or shared device, which may make it possible for others to view or record your password or other personal information.

## Laws and Regulations

Use of our website and patient portal are subject to applicable federal, state, and local laws and regulations. Your use of the site constitutes your agreement to submit to the personal jurisdiction of the courts of the State of New Mexico for any cause of action arising out of this Privacy Policy and Terms of Use. If any part of this document is deemed invalid by a court, the remaining parts shall remain in full force and effect.

You further agree that you will file any cause of action as it relates to this document and your State of New Mexico rights and obligations within one year after the cause of action. You further agree that a cause of action filed after this date is barred and cannot move forward.

## Third Party Access

Please be aware that while we take reasonable measures to protect the content and information on our website, it is possible that third parties could obtain illegal access to our site. Sierra Vista Hospital & Clinics assumes no responsibility for such illegal activity.

## Privacy Policy and Terms of Use

Sierra Vista Hospital retains the right to change or update our websites' Privacy Policy and Terms of Use at any time without notice, so please review periodically to keep informed of any changes. If you have questions about this Privacy Policy or concerns about how we collect, use or protect your personal information, please contact us as listed below.

## Contact Us

If you have questions or comments concerning our website, please contact us as directed below.

Email: [zachary.heard@svhnm.org](mailto:zachary.heard@svhnm.org) Copy: [leona.wagner@svhnm.org](mailto:leona.wagner@svhnm.org)