



## PRIVACY AND DISCLAIMER POLICY

**Privacy.** When you access **MHS.team** or **Jobs.methodisthealthsystem.org**, which is our **Career Website**, we may collect information from and about you. Certain information is collected on a voluntary basis only. For instance, we may ask you for information such as your job preferences, how you feel about the site, etc. We may also ask for personal information by specifically requesting it from you and you voluntarily providing it to us, including but not limited to, name, address, e-mail, specialty, preferred phone number and position you are interested in.

We do not sell our users' personal information or share with third parties who do not have a need to know. We may use the information to inform you of new position opportunities, site enhancements, updates or events. We will also provide you with the opportunity to opt-in to receive these communications which could be by e-mail, direct mail, phone or text messages.

You can also choose to receive additional communications and information including without limitation informational newsletters from Methodist Health System which have articles you may find interesting.

Any information and or feedback you submit becomes our property, and we can use this information and or feedback for our internal purposes.

**IF YOU DO NOT AGREE TO THE TERMS OUTLINED IN THIS PRIVACY AND DISCLAIMER POLICY, THEN DO NOT ACCESS MHS.TEAM or JOBS.METHODISTHEALTHSYSTEM.ORG. BY ACCESSING THE JOBS.METHODISTHEALTHSYSTEM.ORG, YOU ARE AGREEING TO ALL OF THE TERMS OUTLINED HEREIN.**

**What We Collect and Store Automatically.** In addition to the information, you share with us directly when you submit your resume or from third parties like our recruiting parties or your references, as you browse through the website, read pages, or download information, other than the information you provide, we will gather and store certain information about your visit automatically. This information may include:

- The Internet domain (for example, "xcompany.com" or "yourschool.edu");
- IP address (a number that is automatically assigned to your computer whenever you are surfing the Web) from which you access our website;
- The type of browser and operating system used to access our site;
- The date and time you access our site;

- The pages you visit; and
- If you linked to our website from another one, the address of that website.

We use this information to identify user patterns, identify sources of traffic, and provide statistical feedback to site owners to help them improve response and analytics.

**Links to Other Sites.** **MHS.team** or **Jobs.methodisthealthsystem.org** has other links on its website. When you link to one of these websites, you are no longer on **MHS.team** or on **Jobs.methodisthealthsystem.org** and are subject to the privacy policy of the new website, and agree to release and hold harmless Methodist Health System and any and all affiliates from any liability and or damage that may occur by accessing other websites from **MHS.team** or **Jobs.methodisthealthsystem.org**.

**Applications and Resumes.** As a Career Website, you have the option of searching for Methodist Health System or Methodist Health System Affiliate Positions, completing your application and uploading your resume in our database on our applicant tracking system site which is managed by Workday. [https://methodisthealthsystem.wd1.myworkdayjobs.com/MHS\\_Careers](https://methodisthealthsystem.wd1.myworkdayjobs.com/MHS_Careers), which gives all parties access to our career database, access to your application, information and resume. We attempt to limit access to our application and resume database only to internal staff such as recruiters, hiring managers, and human resource professionals, as well as required by law, but cannot guarantee that other parties will not gain access to this database. We are not responsible for the use made of applications, information and/or resumes by third parties who access such information while they are in our database.

**Use of Cookies.** Cookies may be used when accessing our career site. Cookies are small text files recorded in a user's hard drive and are used on many sites to enhance their users' experience. They cannot damage user files, nor can they read information from a user's hard drive. By using cookies, we can deliver faster service, consistent, updated results, and a more personalized site experience. Most browsers are initially set to accept cookies. If you prefer, you can set your browser to refuse cookies, however, you may not be able to take full advantage of our site's functionality.

**SMS Privacy and Terms.** When you opt-in to messaging through our SMS Service (the "Service"), you expressly agree to be bound by this Policy, and agree that we may send you recurring SMS messages, including through the use of non-automated and automated technology like an automated telephone dialing system, at the mobile number you shared in connection with your job application, including to notify you of any updates to your application status, to engage in discussions with you throughout your application process, to notify you of additional information that needs to be submitted as part of your application, and for any other use cases as it relates to the recruitment and onboarding process. Message frequency may vary, and message and data rates may apply. If you have any questions about your text plan or data plan, please contact your wireless provider.

The Service is provided on an "as is" and "as available" basis. You acknowledge carriers are not liable for delayed or undelivered messages. The Service is not available on all carriers and carrier participation could

change. The Service may not be compatible on all mobile devices. We are not liable for any delays in the receipt of any SMS services or changes to the participating carriers. To the fullest extent permissible under applicable law, we are not responsible and will not be liable for any damages of any nature, including without limitation any incidental, special, consequential, or punitive damages, or attorneys' fees.

### **1. The Information We Collect**

When you interact with us through our SMS Service, we may receive the following information:

- **Contact Information:** When you subscribe to the Service, we may collect certain Personal Information about you through our third-party service provider, including your mobile phone number, name, user or screen name selected in connection with the Service, and other contact information needed to provide you with the Service.
- **SMS Interactions:** We may also collect information about your interactions with our Service, including the contents of text messages that you send or receive using the Service, and the date and time of the messages.
- **Device Information:** We may collect information about the mobile device you use to receive SMS messages, including device type, operating system, and mobile network information.
- **Other Information You Choose to Provide:** We may collect comments or feedback regarding the Service that you send to us.

### **2. How we Use Your Personal Information**

We and our SMS service provider may use your personal information to:

- operate and provide you with the Service;
- process and respond to your inquiries;
- improve the Service, including to understand how you use the Service and to improve the Service, our content, and user experience;
- contact you with important announcements or messages, if necessary;
- conduct research; and
- provide anonymous reporting for internal and external clients and partners.

### **3. Storage and Disclosure of Your Information**

We will not sell or rent your Personal Information to other companies or individuals unless we have your consent or where otherwise allowed by law. Your Personal Information may be stored on servers owned by our SMS service provider. We, and our third-party service providers, will store and disclose your Personal Information consistent with our privacy policies, including in the following circumstances:

- To our trusted businesses (service providers) or persons for the sole purpose of processing Personal Information on our behalf. When this is done, it is subject to agreements that oblige those parties to process such information only on our instructions and in compliance with this policy and appropriate confidentiality and security measures.
- To our subsidiaries and affiliates for any purpose permitted by our privacy policies.

- To respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights, or the legal rights of others, or defend against legal claims.
- To engage in corporate transactions that require the disclosure of such information, for example if we or any portion of our assets are acquired by or merged with another company.
- If we believe disclosure is necessary in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our agreements or other policies, or as otherwise required or permitted by law.

We do not share your personal information with third parties or affiliates for marketing or promotional purposes. We may share aggregated or deidentified Personal Information without further notice. We may suspend or terminate your access to the Service for any reason and at any time. We reserve the right to modify, cancel, or suspend all or any part of the Service at any time, with or without notice to you.

#### **4. Opting In and Out**

You are not required to use the Service as a condition of being considered for employment or employed by us. To opt-in to use the Service, you should provide your phone number in your job application and indicate your agreement to the receipt of recurring recruiting text messages from us in our job applicant platform.

You can unsubscribe from the Service at any time. Just text "STOP" in response to any message from us to unsubscribe. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to opt-in again, just reply START to the phone number you unsubscribed to and we will re-subscribe you to the Service and start sending SMS messages to you again. You can also opt out of receiving recurring recruiting text messages from us through our job applicant platform.

We reserve the right to send you certain communications relating to the Service, such as announcements and administrative messages, without offering you the opportunity to opt-out of receiving them where we are allowed to do so by law.

#### **RELEASE AND HOLD HARMLESS.**

1. **BY ACCESSING MHS.TEAM OR JOBS.METHODISTHEALTHSYSTEM.ORG, OUR CAREER WEBSITE AS WELL AS THE THIRD PARTY LINKS THEREIN, YOU EXPRESSLY AGREE TO FULLY WAIVE, RELEASE, AND DISCHARGE METHODIST HEALTH SYSTEM AND ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, (COLLECTIVELY "RELEASEES"), FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, OR OTHER EXPENSES OF ANY NATURE WHATSOEVER (COLLECTIVELY "CLAIMS") ARISING OUT OF OR RESULTING FROM YOUR ACCESS AND USE OF THE CAREER WEBSITE AND LINKS THEREIN, EXPRESSLY INCLUDING BUT NOT LIMITED TO ANY CLAIMS ARISING FROM ANY RELEASEE'S OWN NEGLIGENCE. YOU AGREE THAT YOU ARE VOLUNTARILY ACCESSING MHS.TEAM OR JOBS.METHODISTHEALTHSYSTEM.ORG, OUR CAREER WEBSITE AND THIRD PARTY LINKS THEREIN AT YOUR OWN RISK;**
2. You agree to indemnify and hold the Releasees harmless from any Claims released under

Paragraph 1 above or incurred by the Releasees in defending against any Claims released under Paragraph 1 above. This indemnity obligation shall also include reasonable attorneys' fees, investigation costs, and other costs and expenses incurred by Releasees with respect to any Claims made against Releasees and whether or not such Claims arise out of any Releasee's own negligence;

3. You agree that this RELEASE AND HOLD HARMLESS REQUIREMENT will be binding on you and your executors, administrators, personal representatives, heirs, and minor children.

**Disclaimer.** We make no claims, promises or guarantees about the accuracy, completeness, or adequacy of the contents of this Career Website, or other sites to which it is linked. We expressly disclaim liability for errors and omissions in the contents of this Career Website or other sites to which it is linked.

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You will in no way violate or attempt to violate the security of our Career Website and you agree not to engage in any activity that affects the normal operation of the Web Site. You may not use our Career Website in any way that violates local, state, national or international laws, or the terms of use. If you breach the terms of use, Methodist Health System reserves the right at its sole discretion to pursue all of its legal remedies and seek financial compensation.

**General.** Methodist Health System makes no claims that the Materials may be lawfully viewed or downloaded outside of the United States. Access to the Materials may not be legal by certain persons or in certain countries. If you access the Career Website from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. These Terms and Conditions are governed by the laws of the State of Texas, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Dallas County, Texas. If any provision of these Terms and Conditions are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. These Terms and Conditions constitute the entire agreement between you and Methodist Health System with respect to the use of **MHS.team** or **Jobs.methodisthealthsystem.org** and the Career Website. No changes to these Terms and Conditions shall be made except by a revision of this Privacy and Disclaimer Policy. Changes to these terms and Conditions may be made at any time and it is your responsibility to review the Privacy and Disclaimer Policy prior to accessing the Career Website. BY ACCESSING THE CAREER WEBSITE YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS OF THIS PRIVACY AND DISCLAIMER POLICY AND AGREE TO BE EXPRESSLY BOUND BY SUCH TERMS AND CONDITIONS.

**Unsubscribe.** We respect your right to privacy and to have the option to control what you receive and how you receive it. So, if you want to be removed and not receive any further communications from **MHS.team** or **Jobs.methodisthealthsystem.org**, all you need to do is login to MHS candidate portal in Workday and unsubscribe which will stop all communication. Put your full name and e-mail address that you entered when you visited **Jobs.methodisthealthsystem.org** into the body of the e-mail and indicate you want to unsubscribe. We will then remove your name and e-mail from any further communications.

**Questions.** We reserve the right to modify this Policy, or any part thereof, at any time. If you have any

questions about this Policy, please contact us at [Careers@mhd.com](mailto:Careers@mhd.com).