



Website Terms of Use

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Acceptance of the Terms of Use

Please read these Terms of Use carefully before you start to use our Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use our Website.

We may revise and update these Terms of Use from time to time in our sole discretion. Changes are effective immediately when we post them, and apply to all access and use of our Website, but are not retroactive. Your continued use of our Website following the posting of revised Terms of Use means that you accept and agree to the changes. You must check this page frequently so that you are aware of any changes, and immediately discontinue access or use of our Website if you do not want to agree to the revised Terms of Use.

Acceptance of Privacy Policy

All information we collect on our Website is subject to our **Privacy Policy** and **Notice of Privacy Practices**. **By using our Website, you accept and agree to be bound and abide by our Privacy Policy. If you do not want to agree to our Privacy Policy, you must not provide us any personal information.**

Our Website is hosted in the United States and our services are provided from the United States. It is possible that certain information will be stored on servers in multiple other countries on the "cloud" or other similar distributed hosting platforms. If you are a user accessing our Website or services from the European Union, Asia or any other region with laws governing personal data collection, use, and disclosure that differ from United States laws, you are expressly and knowingly consenting to the transfer of your personal information to the United States and other jurisdictions as indicated above, and to our use of your personal information in accordance with our Privacy Policy.

Accessing Our Website and Account Security

We reserve the right to make changes, modifications, additions, deletions and corrections to our Website, and any services or materials provided on our Website, at any time, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of our Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Website, or the entire Website, to users, including registered users.

To access our Website or some of the resources it offers, you may be asked to provide certain registration details or other information. You must provide information that is correct, current and complete. You agree that all information you provide to register with the Website or otherwise is governed by our Privacy Policy and Notice of Privacy Practices and you consent to all actions we take with respect to your information consistent with the policies.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to our Website, or portions of it, using your user name, password or other security information. If you permit any other person to use your account, you will be responsible for their activities while using our Website. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, the continued use of that user name, password or other identifier would be inappropriate or you have violated any provision of these Terms of Use.

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Additionally, you agree not to use our Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of our Website, including their ability to engage in real time activities through our Website. Without limitation, you must not: (1) Use any robot, spider or other automatic device, process or means to access our Website for any purpose, including monitoring or copying any of the material on our Website; (2) Use any manual process to monitor or copy any of the material on our Website or for any other unauthorized purpose without our written consent; (3) Introduce any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful or attack our Website via a denial-of-service attack or a distributed denial-of-service attack; or (4) Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of our Website, the server on which our Website is stored, or any server, computer or database connected to our Website.

Changes to the Website.

We may update the Content on our Website from time to time, but its Content is not necessarily complete or up-to-date. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material. We disclaim all liability and responsibility arising

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Indemnification.

You agree to defend, indemnify and hold harmless Company and its affiliated practices and business units, and its and their licensors, partner, service providers, employees, agents, officers and directors, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use.

Governing Law and Jurisdiction.

All matters relating to our Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

Any legal suit, action or proceeding arising out of or related to these Terms of Use or our Website shall be instituted exclusively in the federal courts of the United States in North Carolina, or the courts of the State of North Carolina, except that we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR OUR WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability.

No waiver by Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

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These Terms of Use, our Privacy Policy and Notice of Privacy Practices constitute the sole and entire agreement between you and Company with respect to our Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to our Website.

Your Comments and Concerns.

This website is operated by Windsong Radiology Group, P.C., 55 Spindrift Drive, Williamsville, NY 14221.

All other feedback, comments, requests for technical support and other communications relating to our Website should be directed to: info@windsongwny.com.