

Website Terms of Use

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Windsong Radiology Group, P.C. ("Company", "we" or "us") maintains the website <https://windsongwny.com/>, including any content, functionality and services offered on or through the website ("Website"). The following terms and conditions ("Terms of Use") govern your access to and use of our Website, whether as a guest or a registered user.

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.

Our Site Is Not Intended to Provide Medical or Professional Advice.

All content, including but not limited to text, graphics, data, designs, images, photos, audio, videos, information and other materials, that appear on our Website or are accessed through our Website ("Content"), or through links to other third-party websites, is for informational purposes only and is not a substitute for obtaining proper medical advice, diagnosis or treatment. You should never take any action based upon any information contained on our Website without seeking independent professional advice from a radiologist or other qualified physician, health provider or professional. Furthermore, nothing on our Website constitutes professional or financial advice, and may not be relied on in any manner, nor does any information on our Website constitute, a comprehensive or complete statement of the matters discussed or the law relating thereto.

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You must not modify copies of any materials from our Website nor use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text. You must never delete or alter any copyright, trademark or other proprietary rights notices from copies of Content from our Website. You must not access or use for any commercial purposes any part of our Website or any services or Content available through our Website. If you wish to make any use of Content

from our Website other than that set out in this section, please address your request to: info@windsongwny.com.

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SMS Terms of Service Language

Windsong Radiology uses text messaging to communicate with patients for purposes such as appointment reminders, billing notifications, and care coordination. You are not required to opt in as a condition of receiving care. Participation is voluntary. However, opting out may prevent us from sending you timely updates regarding your care. Message frequency may vary. Message and data rates may apply.*

Carriers are not liable for delayed or undelivered messages.

Text messages sent via SMS and RCS channels are not fully secure and may not be HIPAA-compliant; however, we take reasonable precautions to safeguard your privacy by restricting the content of these messages to non-sensitive notifications. Any messages containing detailed Protected Health Information (PHI) will be sent via a separate, secure messaging channel.

You may opt out of receiving text messages at any time by replying 'STOP.' You will receive a final confirmation text to verify you have opted out. No further messages will be sent. If you would like to rejoin, you can authorize us to restart by texting 'START'.

Trademarks

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Prohibited Uses.

You may use our Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use our Website: (1) In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries); (2) For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; (3) To send, receive, upload, download, use or reuse any material that does not comply with the Content Standards set out in these Terms of Use; (4) To transmit any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; (5) To impersonate or attempt to impersonate Company, a Company employee, another user or any other person or entity; or (6) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Website, or that may harm Company or users of our Website or expose them to liability.

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

from any reliance placed on such Content by you or any other user to our Website, or by anyone who may be informed of any of its Content

Links to Other Sites.

You may find advertising or other content on our Website that link to the sites and services of third parties. A link does not constitute approval or an endorsement of the provider of the third-party site or its content, quality, reliability or any other characteristic or feature of the third-party site. We are not responsible in any manner (including, without limitation, with respect to any loss or injury you suffer) for any matter associated with a linked site. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITE. YOUR USE OF ANY LINKED SITE IS SOLELY AT YOUR OWN RISK. In addition, you should be aware that your use of any linked site is subject to privacy policies and terms and conditions applicable to that site. We cannot ensure that all external links are active or appropriate.

Geographic Restrictions.

The owner of our Website is based in the United States. We provide our Website for use only by persons located in the United States. We make no claims that our Website or any of its content is accessible or appropriate outside of the United States. Access to our Website may not be legal by certain persons or in certain countries. If you access our Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties.

We cannot and do not guarantee or warrant that files available for downloading from the Internet or our Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER

TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR WEBSITE OR ANY SERVICES OR MATERIALS OBTAINED THROUGH OUR WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

OUR WEBSITE, ITS CONTENT AND ANY SERVICES OR MATERIALS OBTAINED THROUGH OUR WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF OUR WEBSITE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, SHALL COMPANY AND ITS AFFILIATED PRACTICES AND BUSINESS UNITS, LICENSORS, PARTNERS, SERVICES PROVIDERS AND OTHER RELATED PERSONS AND ENTITIES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE OUR WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, WHETHER CAUSED BY TORT, BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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.

Entire Agreement.

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.