



# PATIENT NOTIFICATION OF FACILITY TERMS & CONDITIONS

## General

Please review the following terms carefully, including the [Disclaimer](#) (Page 4; Paragraph 2). This Terms of Use Agreement (the “Terms of Use” or “Agreement”) describes the terms and conditions applicable to your access and use of this Website and Hagerstown Imaging patient Services. The terms “we”, “us”, and “our” refer to Hagerstown Imaging. “You” and “your” refers to you, as a user of our website. “Services” refers to Hagerstown Imaging patient services accessed via the Website, in which users can access resources and connections to help building owners, operators, designers, contractors, and tenants improve their building’s energy efficiency and energy management. By accessing or using the Website, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Website.**

We reserve the right to modify these Terms of Use at any time, in which case the revised Terms of Use will appear on the Website. Continued use of the Website after we post any such changes will constitute your acceptance of the Terms of Use, as modified.

## Privacy Policy

Hagerstown Imaging respects your privacy. Please refer to our [Privacy Policy](#) (Page 1; Paragraph 2) which explains how we collect, use, and disclose information. When you access or use the Website, you signify your agreement to the Privacy Policy as well as these Terms of Use.

## Eligibility

By using this Website, you represent and warrant that: (a) all registration and other information you submit, if any, is truthful and accurate; (b) you will not submit any personal information if you are under 13 years of age; and (c) your use of this Website does not violate any applicable law or regulation.

- Hagerstown Imaging Limited License to You. Unless otherwise indicated in the Website, the Website and all content and other materials on the Website, including without limitation, all trademarks, service marks, designs, texts, graphics, pictures, information, data, software, methods, inventions, sound files, other files and the selection and arrangement thereof (collectively, the “Website Materials”) are the proprietary property of Hagerstown Imaging or the Hagerstown Imaging licensors, or users and are protected by U.S. copyright, trademark, and other intellectual property laws. Hagerstown Imaging permits you to view and use a single copy of the materials obtained from this Website solely for your personal and noncommercial use. Except as expressly permitted on this Website, you agree not to license, distribute, create derivative works from, transfer, sell or re-

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- Notice of Copyright Infringement. If you are a copyright owner who believes your copyrighted material has been reproduced, posted, or distributed via the Website in a manner that constitutes copyright infringement, please report the violation to our designated copyright agent by sending written notice by U.S. mail to PO Box 66526 Washington, DC 20035 or by email to [DrGupta@hagerstownimaging.com](mailto:DrGupta@hagerstownimaging.com).
- Restrictions on Linking and Framing. You may establish a hypertext link to the Website, provided that the link does not state or imply any sponsorship or endorsement of your site by Hagerstown Imaging. However, you may not frame or inline link to any of the content of the Website or incorporate into another website or other service any of our material or intellectual property without the prior written permission of Hagerstown Imaging.

## Prohibited Activities

You may not access or use the Website or Services for any purpose other than that for which we make it available. The Website or Services may not be used in connection with any commercial endeavors except those that are specifically approved by us. You represent and warrant that you will not use the Website or the Services:

- 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 US or other countries).
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To abuse, harass, threaten, impersonate, or intimidate any person, or to post, transmit, or cause to be posted or transmitted any content that is libelous, defamatory, obscene, pornographic, abusive, offensive, profane, or that infringes any copyright or other right of any person.
- To impersonate or attempt to impersonate Hagerstown Imaging, any employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website or Services, or which, as determined by us, may harm



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Hagerstown Imaging or users of the Website or Services or expose them to liability.

- In any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

Additionally, you agree not to:

- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Delete the copyright or other proprietary rights notice from any Website content.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Website or Services to you.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in unauthorized framing of or linking to the Website.
- Otherwise attempt to interfere with the proper working of the Website.

## Links to Third Party Sites and/or Materials

As part of the Service, we may provide you with links to third party website(s) ("Third Party Sites") as well as content belonging to or originating from third parties ("Third Party Content"). These links and content are provided as a courtesy for the convenience of our users. Third Party Sites and Third Party Content are maintained by third parties over which Hagerstown Imaging has no control and have not necessarily been reviewed by Hagerstown Imaging. Use of Third Party Sites and Third Party Content is at your own risk. Hagerstown Imaging expressly disclaims any responsibility for the content, materials, the accuracy of the information and/or quality of the products or services provided by, available through, or advertised on these Third Party Sites or in Third Party Content, and Hagerstown Imaging disclaims all liability with regard to your access to and use of Third Party Sites and Third Party Content.

## No Endorsement



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Inclusion of Third-Party Sites, Third Party Content, or User Content, including, without limitation, lists of service providers or project opportunities does not constitute or imply an endorsement, approval or recommendation of any product, service, or company. We make no representations or warranties of any kind with respect to any Third Party Sites, Third Party Content, or User Content included on the Website or as part of the Services. We do not select, approve, or otherwise endorse any particular product, service, or company that appears on the Website, or that is distributed by our Services, including, but not limited to, services related to the Building Innovation Hub. We make no representations or warranties about the quality of services or the qualifications of any such product, service, or company.

**We expressly disclaim any representation or warranty that information contained on our website or services related to products, services, or companies is correct or reliable. Under no circumstance shall we have any liability to you for any reliance on information contained on or obtained through this website or our services. Such reliance shall be solely at your own risk.**

### Disclaimer

Your use of the website and the services is at your own risk. All content on the website is provided to you on an “as is” “as available” basis without warranty of any kind. Without limiting the foregoing, we expressly disclaim all warranties, whether express, implied, or statutory, regarding the website or service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy, and non-infringement. Without limiting the foregoing, Hagerstown Imaging makes no warranty or representation that access to or operation of the website or service will be uninterrupted or error-free. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content, or other material obtained by the website or service.

### Limitation of Liability

To the maximum extent permitted by law, in no event shall Hagerstown Imaging, any other party (whether or not involved in creating, producing, maintaining or delivering the website), and/or the officers, directors, employees or agents of any of them, be liable for any direct, incidental, or consequential damages of any kind, including, without limitation, loss of use, loss of income, loss of actual or anticipated profits, loss of business, loss of contract, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, whether based in contract, tort (including but not limited to negligence), strict liability or otherwise, arising out of or in any way connected with the use of this Website, services, or any content or materials contained in or accessed through the Website, including without limitation any damages caused by or resulting from reliance by user on any information obtained from Hagerstown Imaging, or that result from mistakes, omissions, interruptions, deletion of files or email, errors,



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defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction, or unauthorized access to Hagerstown Imaging protected records, and programs or services, even if Hagerstown Imaging has been advised of the possibility of such damages. If you are dissatisfied with the Website, any content, materials, or services on the website, or with any of the website's terms of use, your sole and exclusive remedy is to discontinue using the Website.

### Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, funders, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of or relating to your unlawful use of the services or violation of these Terms of Use. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

### Termination

Notwithstanding any of these Terms of Use, we reserve the right, without notice and in our sole discretion, to discontinue the Website or any services offered through the Website and to terminate your license to use and block your access to the Website at any time without notice. The terms herein that survive termination include but are not limited to Indemnification, Disclaimer, Limitation of Liability, Controlling Law, and Severability.

### Severability/Waiver

In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or otherwise modify or affect any other portion of this Agreement. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver of any breach of that provision or of any other provision.

### Governing Law and Jurisdiction

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the state of Maryland. You agree that any action at law or in equity arising or in any way relating to this Agreement shall be filed only in the state and federal courts located in Maryland and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action, or proceeding arising out of this Agreement.



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### **Questions & Contact Information**

Thank you for your cooperation. Questions or comments regarding the Website should be directed by electronic mail to

**[DrGupta@hagerstownimaging.com](mailto:DrGupta@hagerstownimaging.com)**.