

WEBSITE TERMS OF USE

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1. User's Acknowledgment and Acceptance of Terms

The website owner, as identified on this website on the Contact page (referred to as "**us**", "**Company**" or "**we**") provides this website ("**Website**") subject to your agreement to, and compliance with, all of the terms, conditions, and notices below, or referenced herein (the "**Terms of Use**"), the Privacy Policy, as well as any other written agreement between you and us. You are referred to as "**you**" or the "**user**."

The Website may include particular services or products such as blogs, bulletin boards, user portals, payment portals, or other systems, which may be subject to additional or more specific terms, conditions, guidelines, or rules applicable to such particular services. Please see Section 15 regarding these.

BY USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE WEBSITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS WEBSITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE, IS TO STOP USING THE WEBSITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS WEBSITE.

These Terms of Use are effective when posted. We reserve the right to change these Terms of Use from time to time which will then be posted on the Website. Terms of Use posted at the time of your use will be the terms applicable to your use. Check back to see changes.

As used in these Terms of Use, references to our "**affiliates**" includes our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Website and/or its contents.

2. Description of Services and Website Information

We provide various services and products to our patients at our offices including, but not limited to, medical services and products within the field of audiology. Unless specifically identified elsewhere on this Website, this Website is designed for informational purposes only and provides our patients and other third parties who visit it with information regarding the Company, and the services and products we provide at our offices. The Website is not a substitute for in-person office visits, phone conversations with Company staff, or other interactions. You are encouraged to contact the Company directly over the phone or in person for personalized consultation or advice.

You understand and agree that temporary interruptions of this Website may occur as normal events. You further understand and agree that we have no control over third party networks you may access while using this Website. Delays and disruption of network transmissions are beyond our control.

3. Conduct on Website

Your use of the Website is subject to all applicable laws and regulations, in addition to generally accepted standards of online conduct commonly referred to as "netiquette." You are solely responsible for the contents of your communications through the Website. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this Website, you agree that you will NOT upload, share, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

- (a) Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- (b) Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (c) Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- (d) Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- (e) Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

- (f) Impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by other third party users of the Website. We do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services, if any, that may be available on or through this Website. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our Website, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See "**User's Materials**" in Section 6 below for a description of the procedures to be followed in the event that any party believes that content posted on this Website infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use our Website or any account we may provide to you to breach security of another Website or account, or attempt to gain unauthorized access to another network or server. Not all areas of the Website may be available to you or others. You will not use your access to the Website to interfere with anyone else's use and enjoyment of the Website. Users who violate systems or network security may incur civil or criminal liability.

4. Third Party Sites and Information

This Website may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by third parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the website or its authors by us, or any warranty of any kind, either express or implied.

5. Intellectual Property Information

For purposes of these Terms of Use, "**content**" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our Website. This includes, but is in no way limited to, message boards, chat, and other original content.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this Website is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is our sole property or, our affiliates, and/or other users of the Website. You are only permitted to use the content as expressly authorized by us or the lawful owner of such content. Except for a copy made as a part of viewing content on a computer or device, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this Website in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this Website. Any unauthorized use of the materials appearing on this Website may violate copyright, trademark and other applicable laws and could result in civil or criminal penalties.

Neither we, nor our affiliates, warrant or represent that your use of materials displayed on, or obtained through, this Website will not infringe the rights of third parties. See "**User's Materials**" below for a description of the procedures to be followed in the event that any party believes that content posted on this Website infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

The following are registered trademarks, trademarks, or service marks of Company or its affiliates: all custom graphics, icons, logos, and service names of the Company. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of the Company or its affiliates.

6. User's Materials

Subject to our Privacy Policy, any communication or material that you transmit to us through this Website, whether by form fill, electronic mail, or other means, for any reason, will be treated as non-confidential and non-proprietary. While you will retain all rights in such communications or material, you grant us and our affiliates a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Accordingly, you agree not to submit confidential or proprietary information to us through the Website unless you intend to waive and release all rights you may have to keep such information confidential and/or proprietary.

SPECIFICALLY, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) PROVIDES SPECIFIC FEDERAL PROTECTIONS FOR CERTAIN HEALTH INFORMATION YOU PROVIDE FOR TREATMENT, OPERATION, OR PAYMENT, REFERRED TO AS PROTECTED HEALTH INFORMATION (PHI). WE DO NOT WANT YOU TO PROVIDE ANY PHI TO US THROUGH THIS WEBSITE AND THEREFORE REQUEST THAT YOU NOT PROVIDE ANY SUCH PHI TO US THROUGH THE WEBSITE, BUT INSTEAD CONTACT US BY PHONE OR IN PERSON IF YOU NEED TO COMMUNICATE SUCH INFORMATION TO US.

While we may provide a medium for you to submit content to us, your submission must comply with this Section as well as the conduct rules in Section 3 above, specifically including respecting third party intellectual property rights. Further, by submitting content and materials to us, you agree to release, waive, discharge, and covenant not to sue Company or its affiliates for any claim, demand, cause of action, or suit for infringement of any intellectual property rights you may assert you own regarding such submitted materials. If such materials were submitted by mistake or in error, you may contact us to request that we remove, delete, destroy, or return such information.

We respect the intellectual property of others and we ask you to do the same. If you or any user of this Website believes its copyright, trademark, or other property rights have been infringed by a posting on this Website, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- (b) Identification of the copyrighted work claimed to have been infringed;
- (c) Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- (d) Identification of the material that is claimed to be infringing, or to be subject to infringing activity, and that is to be removed and information reasonably sufficient to permit us to locate the materials;
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. We will work to terminate the access of repeat copyright infringers or of users about whom repeat claims of copyright infringement are received.

Designated Agent for Claimed Infringement:

Orange and Gray Limited

Claim form:

<https://complaints.orange-gray.com>

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Website without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

7. Disclaimer of Warranties

ALL MATERIALS ON THIS WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (a) THE WEBSITE MATERIALS WILL MEET YOUR REQUIREMENTS, (b) THE WEBSITE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (d) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE WEBSITE, FROM US, OR OUR AFFILIATES, WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, OR DEFECTS.

THIS WEBSITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS WEBSITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME AND WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS WEBSITE MAY BE OUT OF DATE AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Content available through this Website may represent the opinions and judgments of an information provider, Website user, or other person or entity not connected with Company. We do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized Company spokesperson speaking in his/her official capacity.

In addition, the materials on this Website may include sample or form agreements, letters or other documents, including financially or legally significant documents such as contracts and other items ("**Forms**"). These Forms are provided solely as examples of typical documents of their kind, and the delivery and use of Forms does not constitute medical, legal, accounting, or other professional advice. Under no circumstances will Company or its affiliates be liable for any loss or damages caused by your reliance on information or advice obtained through this Website, including your use of any of the Forms. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinions, advice, Forms, or other content available on or through this Website. In particular, you are urged to consult an appropriate professional licensed in your jurisdiction before using any Forms or otherwise relying on any legal, accounting, or other professional advice or information obtained on or through this Website.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; CONSEQUENTLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability

Your exclusive remedy and our entire liability for any claims arising out of these Terms of Use and your use of this Website shall be limited to the actual amount you paid us, if any, for the access to products and/or services on the Website during the one (1) year period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS WEBSITE.

YOU KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, RELATED TO USING OUR WEBSITE. YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVE(S), HEIR(S), EXECUTOR(S), ADMINISTRATOR(S), AGENT(S), AND ASSIGN(S), HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE COMPANY OR ITS AFFILIATES, FOR ANY AND ALL LIABILITY, INCLUDING ANY AND

ALL CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, OR JUDGMENTS OF ANY AND EVERY KIND, INCLUDING ATTORNEYS FEES, ARISING FROM ANY PERSONAL INJURY, DAMAGE, OR DEATH THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF OUR PRODUCTS AND PARTICIPATION IN OUR SERVICES.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES; CONSEQUENTLY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of our products, services, or this Website. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

10. Participation in Promotions

From time to time, this Website may include advertisements offered by third parties. You may enter into correspondence with, or participate in promotions of, the advertisers showing their products on this Website. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation, or responsibility for any part of any such correspondence or promotion.

11. International Use

Although this Website may be accessible worldwide, we make no representation that materials on this Website are appropriate or available for use in locations outside the United States and accessing the Website from territories where the contents of the Website are considered to be illegal is prohibited. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this Website is void where prohibited.

12. Termination of Use

You agree that we may, in our sole discretion, terminate access to all or part of the Website, with or without notice, and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive, or illegal activity may be grounds for terminating your access and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefor, your right to use the services or access this Website immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete any account you may have with us and all related information and files in your account and/or bar any further access to such files or this Website. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. **Sections 1, 3-9, 12-14 and 16-18** of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination.

13. Disputes

Except for disputes related to copyright, trademark, trade name, logos, or other intellectual property, you and we agree to waive any right to resolve any dispute in a court of law or equity. Instead, any dispute you may have with Company will be decided by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator rather than a judge or jury, allows for more limited discovery, and is subject to very narrow review by courts. These Terms of Use will be governed, construed, and enforced, both substantively and procedurally by the Federal Arbitration Act 9 U.S.C. §1 *et seq.* Any arbitration will be held in front of one arbitrator in the county and state in which the Company operates and conducts business.

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our affiliates must be instituted with one (1) year after the cause of action arises or it will be deemed forever waived and barred.

14. Notices

All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. Notices to us must be sent to the attention of Customer Service at the mail or email address shown on the Contact Us page of this Website. Notices to you may be sent either to the e-mail address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the Website to inform you of changes to the Website or other matters of importance. Such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by US mail, return receipt requested; (d) on the delivery date if transmitted by confirmed facsimile; or (e) on the delivery date if transmitted by confirmed e-mail.

15. Other Terms

The Website may include particular services or products such as blogs, bulletin boards, user portals, payment portals, or other systems, which may be subject to any additional or more specific terms, conditions, guidelines, or rules applicable to such particular services. While these Terms of Use will remain generally applicable across the Website, any specific terms for such services on the Website will supersede these Terms of Use to the extent these Terms of Use conflict with, or do not address the topics in the specific terms applicable to the services at issue. Any services such as products or services, particularly those provided by third parties through this Website, will be subject to their respective Terms and Policies.

16. Entire Agreement

These Terms of Use and Privacy Policy constitute the entire agreement and understanding between us concerning the use of this Website and supersedes all prior agreements and understandings of the parties with respect thereto.

17. Miscellaneous

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy, or use for any commercial purposes any portion of this Website, its use, or access it.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

18. Contact Information

If you notice that any user is violating these Terms of Use, please contact us at the contact information provided on the Contact page of the Website.